

**PHYSICIANS CONTRACT**

**between**

**LANE COUNTY, OREGON**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES  
(LOCAL 2831-5)**

**AGREEMENT**  
**2023-2026**

This *Agreement* is entered into by and between Lane County Board of Commissioners, hereinafter referred to as the **COUNTY**, and the American Federation of State, County and Municipal Employees Local 2831 (AFSCME), hereinafter referred to as the **UNION**, and constitutes the sole and complete *Agreement* between the parties. All previous agreements between the parties, or any individual employee covered by this *Agreement* are hereby suspended and superseded.

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## **DEFINITIONS**

For purposes of this *Agreement*, the following definitions shall apply:

**Agreement:** The term "*Agreement*" shall mean this *Agreement* or any letter of understanding between the **UNION** and the **COUNTY** adopted pursuant to this *Agreement* or entered into or made effective during the term of this *Agreement*.

**Bargaining Unit Employee:** The term "bargaining unit employee" shall mean any **COUNTY** employee who is working in a position as described in Article 1, RECOGNITION.

**COBRA:** The term "COBRA" shall mean the Consolidated Omnibus Budget Reconciliation Act of 1986.

**Days:** The term "days" shall mean calendar days. The time in which an act provided for in this *Agreement* is to be done is computed by excluding the first day, and including the last, unless the last day is a holiday on which the **COUNTY** is not regularly open for business, and then it is also excluded.

**Designated UNION Representative:** The term "designated **UNION** representative" shall mean any **UNION** officer (President, Vice President, Secretary or Treasurer) or any other person who has been designated in writing by a **UNION** officer as an official **UNION** representative.

**Eligible and Qualified:** The term "eligible and qualified" shall mean that any specific requirements of this *Agreement*, any legal requirements and any other requirements which are binding on the **COUNTY**, and which are applicable, must be satisfied before a bargaining unit employee shall receive a benefit of this *Agreement*.

**Employee:** The term "employee" shall mean a bargaining unit employee.

**Extra Help:** The term "extra help" shall mean a non-represented employee who is appointed to **COUNTY** service on a temporary and/or intermittent basis to cover emergency workloads of limited duration, necessary vacation relief or other situations involving fluctuating workloads, not to exceed 520 hours in a fiscal year.

**Fiscal Year:** The term "fiscal year" shall mean the period from July 1 to June 30.

**Full Time Equivalent (FTE):** The term "full time equivalent (FTE)" shall mean the equivalent of one (1) employee in a full-time budgeted position at 2080 paid hours in a fiscal year.

**Full-time Employee:** The term "full-time employee" shall mean an employee who is in a regular position and who is scheduled to work a minimum of 40 hours per week or 1.0 FTE. For purposes of documentation required for external loan repayment programs, Article 7, Section 8 will be applied.

**Good Faith:** The term "good faith" shall mean a fair and honest attempt to meet the legitimate needs of all parties concerned in dealing with problems. Good faith does not require a concession being made but does require legitimate reasons for the decision and a willingness to consider alternatives.

**Just Cause:** The term "just cause" shall mean any act of misconduct on the part of an employee that will reasonably justify the imposition of discipline and further justifies the penalty imposed.

**Labor Relations Manager:** The term "Labor Relations Manager" shall mean the individual in the position with that title or in a subsequent independent position who serves as the **COUNTY's** chief labor negotiator. In the event that the **COUNTY** eliminates the independent position of a chief labor negotiator, this term shall refer to the person designated by the **COUNTY's** Administrator to perform this function.

**Non-probationary Employee:** The term "non-probationary employee" shall mean a bargaining unit employee who is serving in a regular position and who has been awarded regular status following successful completion of a probationary period.

**Paid Time:** The term "paid time" shall mean all time for which an employee receives compensation, including work time and paid leave time.

**Part-time Employee:** The term "part-time employee" shall mean an employee who is in a regular position and whose normal work week is less than forty (40) hours and regularly scheduled to work at least 20 hours per week or 0.5 FTE.

**Pay Period:** The term "pay period" shall mean two (2) work weeks.

**Regular Employee:** The term "regular employee" shall mean an employee who has been hired, has served the probationary period, and is working in a budgeted regular position.

**Regular Position:** The term "regular position" shall mean a position which has been approved by the Lane County Board of Commissioners; which is included in the adopted **COUNTY** budget; which is budgeted in excess of 1040 hours in a fiscal year, or equal to or greater than 20 hours per week.

**Position:** The term "position" shall mean a group of duties and responsibilities assigned to a single employee.

**Probationary Employee:** The term "probationary employee" shall mean a bargaining unit employee who is serving in a regular position and who is in the process of serving a probationary period.

**Probationary Period:** The term "probationary period" shall mean the length of time a newly hired or promoted employee is on probation. The probationary period is normally six (6) continuous months of service.

**Unclassified Professional:** Non-represented persons employed by the **COUNTY** who provide unclassified service to render professional, scientific, technical or expert services of occasional or exceptional character in a Fair Labor Standards Act (FLSA) exempt status, not to exceed 2079 hours in a fiscal year.

**Recall:** The term "recall" shall mean the return of an employee on layoff to a regular position within the bargaining unit.

**Retire or Retirement:** The terms "retire" or "retirement" shall refer to a bargaining unit employee of Lane County who retires for service or disability, and who immediately upon leaving active employment, begins receiving retirement benefits under the Public Employees Retirement System applicable to employees of Lane County.

**Temporary Employee:** The term "temporary employee" shall mean any non-represented employee who is appointed to **COUNTY** service on a temporary and/or intermittent basis, of not less than 520 hours, nor more than 1040 hours in a fiscal year.

**Vacancy:** The term "vacancy" shall mean a budgeted position within the bargaining unit which is to be filled on a regular basis.

## **PREAMBLE**

### **Section 1 – Purpose**

The purpose of this *Agreement* is to promote mutual agreement and understanding between the parties and to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other employment relations matters pertaining to employment consistent with the **COUNTY**'s objective of providing continuously improved, efficient, effective and courteous services to the public of Lane County. The parties agree the ultimate purpose of this *Agreement* is to promote the health and well-being of the most underserved members of our community. This purpose shall be evidenced by terms that best enable the **COUNTY** to respond to and meet the specific needs of those individuals who are, or may be, served by the **COUNTY** and by the bargaining unit employees.

### **Section 2 – Applicability**

It is agreed and understood that this *Agreement* shall be limited and applicable only to bargaining unit employees and only in connection with the performance of work within classifications covered by this *Agreement*.

### **Section 3 – Bilateral Respect**

The parties understand that owing to their respective roles, philosophies and responsibilities, they may from time to time, be engaged in disputes. Nevertheless, the parties hereby mutually acknowledge the desirability of maintaining a working relationship that is reflective of bilateral respect. The parties shall endeavor to:

- (A) Transact business with each other in a business-like manner even in instances where the scope of a dispute appears significant or the circumstances are difficult.
- (B) Take appropriate measures that foster an environment of mutual trust.
- (C) Clearly encourage managers and supervisors, as well as bargaining unit members, to maintain a working relationship that reflects bilateral respect.

**ARTICLE 1**

**RECOGNITION**

The **COUNTY** recognizes the American Federation of State, County, and Municipal Employees Local 2831 (hereinafter the “**UNION**”) as the exclusive representative of all primary care physicians working in regular positions, identified in Appendix A, employed in the Community Health Centers of Lane County, excluding such employees in supervisory, confidential, unclassified professional, temporary and extra help capacities, for the purpose of collective bargaining with respect to wages, hours, benefits and other employment relations matters. Nothing in this *Agreement* shall be construed to interfere with the rights of employees under the Public Employee Collective Bargaining Act.

No unclassified professional, extra help or temporary position shall exceed the number of hours defined in the Definition of this *Agreement* in a fiscal year. No employee who is performing bargaining unit work in such unclassified professional, extra help or temporary position shall work more than the defined number of hours in a fiscal year.

## ARTICLE 2

### MANAGEMENT RIGHTS

#### Section 1 – Retention of Rights

- (A) The **COUNTY** retains all rights respecting decisions and actions affecting the operation and management of its business where not specifically in conflict with this *Agreement*.
- (B) It is agreed that the management of the **COUNTY** and the direction of the work force, including but not limited to, the right to hire, promote, transfer, assign, suspend, demote, to discharge or otherwise discipline employees; to increase or to decrease the work force; to determine the methods, means, personnel and schedules by which the efficiency of government operations entrusted to the **COUNTY** are to be maintained; to establish, revise and implement safety and health standards; determining the levels of service and methods of operation including the introduction of new equipment; to contract or subcontract work; to discontinue all or any part of its operations; to transfer work from the bargaining unit; to determine the need for additional educational courses, training programs, on the job training and cross training; to assign employees to such duties for periods to be determined by the **COUNTY**; to establish new jobs, or eliminate or modify existing job classifications; to adopt and enforce rules, regulations, policies and procedures governing the conduct of its work forces, provided however, such rules, regulations, policies and procedures shall be fairly enforced; to establish standards for work performance expectations; and to take whatever other action is deemed appropriate by the **COUNTY**, is vested exclusively in the **COUNTY** except when specifically in conflict with this *Agreement*.

#### Section 2 – Contracting Out

It is the general policy of the **COUNTY** to utilize its employees to perform work consistent with their job classifications. However, the **COUNTY** reserves the right to contract out any work that it deems necessary in the interest of efficiency, economy, and improved work product or emergency.

#### Section 3 – Uniform Application

Any rule or procedure issued under the Management Rights clause shall be uniformly applied to all affected represented employees who are similarly situated in the unit.

#### Section 4 – Exercise of Rights

The **COUNTY** shall not exercise its rights set forth above for the purpose of avoiding the terms of this *Agreement*.

**ARTICLE 3**  
**DUES DEDUCTION**

**Section 1 – Deduction of Dues**

- (A) The **UNION** shall notify the **COUNTY** of the current rate of dues and in a timely manner which will enable the **COUNTY** to make necessary payroll deductions as specified below.
- (B) The **COUNTY** shall deduct from the payroll check for the second pay period of each month of all employees within the bargaining unit who have authorized such deductions the specified amount for the payment of **UNION** membership to the **UNION**.
- (C) The **COUNTY** agrees to deduct on a monthly basis from the payroll check of employees within the bargaining unit who so request in writing voluntary contributions to be paid to the treasurer of American Federation of State, County, and Municipal Employees Public Employees Organized to Promote Legislative Equality, also referred to as “PEOPLE.” In accordance with ORS 243.702, the parties agree that if these types of voluntary contributions are declared to be legally invalid at any point during the life of the *Agreement*, this section shall be reopened for negotiation upon request by either party.

**Section 2 – Dues Transmittal/Hold Harmless**

- (A) The **COUNTY** agrees to remit the aggregate deductions, together with an itemized statement in Excel or similar spreadsheet, to the **UNION**, by the first day of the succeeding month after such deductions are made. Such statement will include employee name, amount of deduction, pay period beginning or end date, amount of wages earned in the period, employee ID number.
- (B) The **UNION** agrees to fully defend and indemnify the **COUNTY** and hold the **COUNTY** harmless from any liability or claims, suits or proceedings arising out of the **COUNTY'S** faithful compliance with the terms of this Article and the provisions of ORS 243.806, provided the **COUNTY** notifies the **UNION** in writing of such claim and tenders the defense to the **UNION**. Reasonable costs incurred in the defense of the **COUNTY** by the **UNION** in any legal action or proceeding brought against the **COUNTY** for implementing or carrying out the provisions of this Article shall be borne by the **UNION**. The **COUNTY** agrees to cooperate fully in the defense of the claim. Nothing in this section shall be construed as to limit the **COUNTY'S** obligation to deduct and transmit dues and fees to the **UNION**.

**Section 3 – New Employee Notifications**

The **COUNTY** shall furnish within ten (10) calendar days of the date of hire to the **UNION** an electronic list, in Excel or similar spreadsheet, of new employees who have accepted positions represented by the **UNION**, along with anticipated start dates, or notification of no new bargaining unit employees. The list, or notification of no new bargaining unit employees, shall be provided by the close of business each Friday. The list shall contain the name, employee ID number, classification, position number, department, position status, date of employment and

bargaining unit designation and any other employee information in the **COUNTY**'s records that the **COUNTY** is legally obligated to provide.

#### **Section 4 – Timely Deductions**

A file listing new authorizations or changes in authorizations for employee **UNION** deductions will be submitted by the **UNION** to the **COUNTY** electronically by close of business on the business day immediately following the end of the second (2<sup>nd</sup>) pay period of each month. The **COUNTY** agrees that new or changed **UNION** payroll deduction authorizations submitted within the timeliness above shall be deducted from the next issued payroll check for the previous applicable pay period.

#### **Section 5 – Monthly Audit**

The **COUNTY** agrees to run an audit comparing the full list of all represented bargaining unit employees with the list of employees who have authorized **UNION** deductions, as provided electronically by the **UNION** to the **COUNTY**, by the second (2<sup>nd</sup>) Wednesday of the second (2<sup>nd</sup>) pay period of each month.

**ARTICLE 4**

**UNION RIGHTS**

**Section 1 – Union Activity**

- (A) The **UNION** or its representatives shall have the right to conduct official **UNION** business on **COUNTY** property at such times and in a manner which does not interrupt **COUNTY** operations or efficiency. The Human Resources Director or designee can issue approval for the **UNION** President to leave their station with supervisory notification. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval.
- (B) The **UNION** shall not conduct business on **COUNTY** time except as expressly authorized elsewhere in this *Agreement*.
- (C) The **COUNTY** agrees to furnish suitable bulletin boards in convenient places in each work area. The **UNION** shall limit the use of such bulletin boards to the posting of notices of general interest and **UNION** meetings, exclusive of objectionable material, and shall maintain the bulletin boards in good order.
- (D) Employee members of the **UNION** bargaining team shall not suffer loss in pay while participating in bona fide negotiation sessions between the **UNION** and the **COUNTY**, provided, however, that the number of such employees shall be limited to the President and First Vice President of AFSCME Local 2831 and two (2) additional employees from the bargaining unit. The **COUNTY** will inform the **UNION** if they believe the selected employees will result in an operational impact. If this occurs, the **UNION** and the **COUNTY** will discuss potential adjustments.
- (E) The **COUNTY** agrees that accredited representatives of the **UNION** shall have reasonable access to the premises of the **COUNTY** for the purpose of ascertaining whether this *Agreement* is being observed. **UNION** representatives shall first report their presence and intentions to the director of the appropriate department, or designated representative, and shall conduct activities in a manner which avoids loss of time or disruption of operations.
- (F) The County shall furnish the current names, mailing addresses, and any other employee information in the County's records that the County is legally obligated to provide, of all bargaining unit members to the Union, at no cost, no less than every one hundred twenty (120) days.
- (G) **COUNTY** employees have the right to join and participate in the activities of the **UNION** for the purposes of representation and collective bargaining with the **COUNTY** on matters concerning employment relations as long as a loss of time or disruption of **COUNTY** business is not incurred.

- (H) The **COUNTY** agrees that where, in the judgment of the **COUNTY**, its operations will not be seriously disrupted, it will allow **UNION** Executive Board Members who are otherwise scheduled to work, but not more than one (1), to attend Executive Board meetings after 6:00 p.m. without pay.

## **Section 2 – Requests for Information**

In accordance with Memorandum of Understanding AFP-19-01 the **COUNTY** agrees to furnish the **UNION**, in response to reasonable written requests from time to time, information pertaining to employees covered by this *Agreement*, which is readily and reasonably available to **COUNTY** Administration in the regular course of business and not exempt from public disclosure. When the **UNION** submits to the **COUNTY** a request for information related to disciplinary matters involving a **UNION** represented employee, the **COUNTY** shall provide the **UNION** with a complete copy of the final investigation report relied on by the **COUNTY**, including supporting documents, at no charge to the **UNION**. If the **UNION** requests information in addition to those documents described in this paragraph, the procedures set forth in MOU AFP-19-01 will apply.

## **Section 3 – COUNTY-UNION Meetings**

Grievance and investigatory meetings shall be held during regular working hours on **COUNTY** premises and without loss of pay to participating employees, provided that such employees shall not exceed two (2) in number from this bargaining unit and one (1) in number from the AFSCME General or Nurses Unit. Notice of the prospective topics of discussion shall be furnished with the request for a meeting. Nothing in this provision is to be construed as a requirement of either party to negotiate on any matter during the term of this *Agreement*.

## **Section 4 – Information**

The **COUNTY** agrees to make available to the **UNION** electronically, at no cost, a copy of all regulations, copies of the Lane Code, Administrative Procedures Manual, Lane Manual and classification specifications, including amendments and additions. Within thirty (30) days after execution of this *Agreement*, the **COUNTY** will update the above documents made available to the **UNION**. The **UNION** will pay for additional copies of the Lane Code, the Lane Manual and the Administrative Procedures Manual, if needed. Additions and amendments to the Lane Code, Lane Manual, Administrative Procedures Manual and classification specifications shall not become effective until the **UNION** has been sent an electronic copy.

## **Section 5 – Officers and Representatives**

The **UNION** shall provide a current list of its officers and representatives to the Labor Relations Manager, or designated representative. The **UNION** shall notify the Labor Relations Manager, or designated representative, of changes to this listing in a timely manner.

## **Section 6 – Protection of Rights**

- (A) The parties shall not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed under ORS 243.650 to 243.782, or this *Agreement*. The **COUNTY** further agrees not to dominate or interfere with or assist in the formation, existence or administration of the **UNION** or any successor employee organization.

- (B) The parties agree that any acts described within this section constitute Unfair Labor Practices under ORS 243.672 and are subject to appeal and review by the Employment Relations Board pursuant to Oregon Administrative Rules, Chapter 115, Division 35. Therefore, this section is not subject to Article 6 Grievance Procedure of this *Agreement* and shall be subject exclusively to the applicable Oregon Revised Statutes and Oregon Administrative Procedures. Further, if an Unfair Labor Practice Complaint is filed, any grievance over the issue becomes null and void, and the issue shall become subject exclusively to the applicable Oregon Revised Statutes and Oregon Administrative Procedures.

### **Section 7 – Orientation of Union Employees**

The **COUNTY** agrees to comply with HB 2016 (effective January 1, 2020) and notify the **UNION** within ten (10) calendar days of all new employees hired into bargaining unit positions and to provide at least thirty (30) minutes and no more than one hundred twenty (120) minutes for the **UNION** representatives to meet with new employees on paid time.

**ARTICLE 5**

**DISCIPLINE AND DISCHARGE**

**Section 1 – Causes for Discipline**

- (A) An employee who has completed the probationary period as defined in Article 8 of this *Agreement* shall not be disciplined or discharged without just cause. In determining if just cause exists, the following four (4) tests must be met:
1. Was the employee forewarned, or should the employee reasonably have known, of possible consequences of the conduct?
  2. Did the employee breach a rule or commit an offense as charged?
  3. Did the employee's act or misconduct warrant corrective action or punishment?
  4. Is the penalty just and appropriate to the act or offense as corrective punishment?
- (B) Disciplinary action shall be accomplished in a manner which affords the employee the most protection possible from embarrassment before other employees or the public.
- (C) Discipline shall consist of one of the following:
1. Documented Oral Warning
  2. Written Reprimand
  3. Suspension
  4. Discharge
- (D) Notice of disciplinary action shall normally be provided to the employee within fourteen (14) calendar days from the date the **COUNTY** had, or should reasonably have had, knowledge of the occurrence for which the action is being taken. If, at the Department's discretion, an investigation is necessary, it shall be initiated within seven (7) calendar days from the date the **COUNTY** had or should reasonably have had knowledge of the occurrence and notice of charges and intended disciplinary action shall be provided to the employee within seven (7) calendar days from the date the **COUNTY** determines the investigation is complete. Calendar days shall not include any paid leave days. When the Department notifies the individual that a formal investigation is being conducted which may result in discipline, the Department will also notify the **UNION** and advise the **UNION** of anticipated length of the investigation. This notification requirement shall not apply to informal investigations, or investigations conducted by the Sheriff, District Attorney or any outside agency.
- (E) Disciplinary action shall only be imposed upon an employee in relation to activities related to the employee's ability to perform duties. Disciplinary action may be taken for

activities that take place outside of **COUNTY** premises on off-duty time only when the employee's ability and effectiveness to perform the employee's job is impaired.

### **Section 2 – Pre-disciplinary Hearing**

- (A) When the **COUNTY** intends to take disciplinary action involving discharge or suspension, the **COUNTY** shall notify the non-probationary employee and the **UNION** in writing of the charges against the employee and the proposed disciplinary action and shall provide the employee with the opportunity to respond to the charges at a hearing with the supervisor or person having authority to impose the proposed disciplinary action. In the event this proceeding is recorded, the **COUNTY** will provide a copy of the recording and/or transcript to the **UNION** by request.
- (B) The non-probationary employee whose discipline involving discharge or suspension is being considered shall be granted fourteen (14) calendar days (or more by mutual agreement) to prepare for the disciplinary hearing.
- (C) The employee shall be entitled to have **UNION** representation, not to exceed two (2) **COUNTY** employees at the pre-disciplinary hearing.

### **Section 3 – Effective Date of Discipline**

Once an employee has received any disciplinary action, such action shall be final, subject to the grievance procedure, Article 6 of this *Agreement*.

### **Section 4 – Extension of Time**

Extensions to the time limits shall be permitted under the following circumstances:

- (A) The time limits set forth in this Article may be extended by mutual agreement in writing or via email.
- (B) If the employee, the supervisor or any other directly involved individual is unavailable to properly investigate the incident due to illness or vacation, the time limits specified herein shall be extended by the number of days the individual(s) specified are unavailable.
- (C) If the incident(s) giving rise to the potential disciplinary action involve alleged criminal activity, the time limits specified in this Article shall commence at the close of any related criminal investigation and/or legal action.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### Section 1 – Purpose

The purpose of this procedure is to secure, at the lowest possible level, mutually acceptable solutions to grievances which may arise from time to time affecting bargaining unit employees.

- (A) Should a disagreement arise concerning the interpretation or application of the provisions of this *Agreement*, or as to the performance of the obligations herein, such disagreement shall be settled according to the terms hereinafter provided. An employee, at their discretion, may elect to be represented by the **UNION** at any step in the procedure.
- (B) "Date of occurrence" herein shall mean the date the aggrieved party had or should reasonably have had knowledge of the occurrence.
- (C) Notwithstanding the provisions of Step 1 below, it is understood that the aggrieved party is obligated to attempt to resolve the matter informally; however, for the purpose of preserving time limits, the aggrieved party may formally submit the particulars of the grievance to the applicable supervisor pending conclusion of the informal attempt. Applicable supervisor shall mean the first supervisory person the employee understands has the authority to respond with a proposed resolution on behalf of the **COUNTY**.

#### Section 2 – Grievance Steps

##### **STEP 1**

The aggrieved party and/or designated representative shall first attempt to informally resolve the issue with the applicable Medical Director, or designee if the grievance is non-clinical in nature. In the event such attempt is unsuccessful, the aggrieved party shall refer the grievance in writing to the applicable Medical Director and Assistant Director of Health and Human Services, or designee, within fourteen (14) calendar days of the occurrence of the grievance. The notice shall include:

1. A statement of the grievance and relevant facts;
2. Applicable provisions of the contract; and
3. Remedy sought.

The applicable Medical Director, or designee, and Assistant Director of Health and Human Services, or designee, shall attempt to resolve the grievance and shall furnish the grievant a written statement of their position within fourteen (14) calendar days of the receipt of the written notice.

## **STEP 2**

If, after proceeding through Step 1 above, the grievance is still unresolved, the aggrieved party and/or designated representative may appeal it to the Department Director, or designee, and the **COUNTY's** Medical Director, or designee, no later than fourteen (14) calendar days from the date the grievant receives the Step 1 response or date when said response is due.

The Department Director, or designee, the **COUNTY's** Medical Director, or designee, and the **COUNTY's** Labor Relations Manager shall meet with the grievant and the designated representative no later than fifteen (15) calendar days from receipt of the Step 2 appeal. The Department Director, or designee, shall provide the **COUNTY's** written response within fifteen (15) calendar days from the date of the Step 2 meeting.

Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.

Any grievance which involves discharge, or is of a class action nature, may be introduced at this step.

## **STEP 3**

If the Step 2 response from the **COUNTY** is not acceptable, the **UNION** may submit the matter for arbitration and request a list of arbitrators from the State Employment Relations Board within fifteen (15) calendar days of the **COUNTY's** Step 2 response or date when said response is due.

### **Section 3 – Arbitration Guidelines**

- (A) In the event the respective representatives of the **COUNTY** and the **UNION** cannot agree to the selection of an arbitrator within eight (8) calendar days, final selection shall be accomplished with one (1) party, to be determined by lot, first striking off one of the five (5) names submitted by the State Mediation and Conciliation Service and thereafter the parties alternately striking names until one (1) name remains.
- (B) The arbitrator shall have no authority to alter, modify, amend, vacate or change any terms or conditions of this *Agreement*, to substitute their judgment for that of either party in any instance where the parties have exercised their rights under the terms of this *Agreement*, nor shall the arbitrator decide on any condition which is not specifically treated in this *Agreement*.
- (C) The award of the arbitrator may or may not include back pay provided, however, any back pay award shall not be in excess of the amount of wages and benefits actually lost during the period from sixty (60) days prior to the filing of the grievance and the date of implementation of the arbitrator's award, less any compensation that the employee actually received, including unemployment insurance benefits.
- (D) The decision and award of the arbitrator shall be submitted within thirty (30) calendar days following the presentation of the case and such decision shall be final and binding on both parties.

- (E) The **COUNTY** and the **UNION** agree that the loser of the arbitration shall pay the full expense and arbitration fees of the arbitrator only; the **COUNTY** and the **UNION** shall assume individual liability for the cost of their respective witnesses.
- (F) The arbitrator shall identify the losing party in the arbitration hearing and so state in the written decision to both parties.

#### **Section 4 – General Provisions**

- (A) All meetings and hearings under this procedure shall be kept informal and private and shall include only such parties in interest and/or designated representatives as referred to in this Article.
- (B) All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure to the extent allowed by law.
- (C) The **UNION** shall designate authorized representatives to investigate and process grievances on behalf of the **UNION** and shall notify the **COUNTY** of any changes in such authorization.
- (D) All grievance proceedings and reasonable investigation time, where practicable, shall be held during the regular working hours when **COUNTY** facilities are open, on **COUNTY** premises and without loss of pay or recrimination to the aggrieved party and/or a designated representative. It is understood that the **COUNTY** shall not incur overtime liability as a result of such proceedings or investigation.
- (E) The **COUNTY** agrees to send a copy of all grievance responses pursuant to this Article to the designated representative of the **UNION** on the same day as the grievant.
- (F) A grievance may be terminated at any time upon receipt of a signed/mailed statement from the employee, or duly designated representative, stating the matter is no longer at issue.
- (G) Grievances shall not be placed in personnel files.

#### **Section 5 – Time Limits**

- (A) Any time limit in this procedure may be extended for reasonable cause by mutual agreement and be binding on both parties. Such agreement, when practicable, shall be reduced to writing and signed by both parties or by mutual consent via email. Failure by the aggrieved party and/or designated representative to properly observe time limits as stated without such agreement shall cause the grievance to become null and void.
- (B) Should the appropriate management personnel fail to respond to the grievance at any level within the time limits prescribed, exclusive of the provisions of paragraph (A) above, the grievant may immediately appeal to the next higher step in the procedure.

**ARTICLE 7**

**GENERAL PROVISIONS**

**Section 1 – Non-discrimination**

The provisions of this *Agreement* shall be applied equally to all employees in the bargaining unit without discrimination in accordance with applicable local, state and federal laws and regulations. Grievance claiming violation of this section shall not be arbitral.

**Section 2 – Lab Coats**

The **COUNTY** shall provide up to a maximum of three (3) personalized lab coats annually, upon request by the employee.

**Section 3 – Parking**

- (A) The **COUNTY** may raise parking fees to match fees in the market area, however only one (1) change may be made during the life of the contract.
- (B) The "Market Area" used by the **COUNTY** to establish parking fees will be defined as all parking lots, except the most expensive lot and least expensive lot, between High and Charnelton Streets on the East and West, and 4<sup>th</sup> and 11<sup>th</sup> Streets on the North and South of the Lane County Public Service Building and the Courthouse.
- (C) The following parking provisions apply to employees working at the Community Health Centers of Lane County, RiverStone and Charnelton Clinics:
  - 1. Staff will be allowed to park in the lots behind the RiverStone and Charnelton Clinics after 5:00 p.m. on weekdays and on weekends. Employees will be allowed the time necessary to move vehicles during the workday to address the parties' safety concerns.
  - 2. All parties agree that, other than the times specified in item 1 above, no staff of the Community Health Centers of Lane County will be allowed to park in the lot adjacent to the RiverStone clinic without prior supervisory approval.

**Section 4 – Licenses and Board Certifications**

The **COUNTY** will reimburse employees for the cost of renewal of professional licenses and board certifications required for their primary classification. Reimbursement for any additional licenses and board certifications for specialty areas of training that Physicians use in their practice at the **COUNTY** shall be reviewed annually and subject to supervisory approval and the provisions below.

- (A) The **COUNTY** will cover the cost of two (2) professional memberships per employee. Such memberships are limited to Lane County Medical Society (LCMS) and the

professional organization aligned with the employee's medical board certification.

- (B) Receipts for expenses submitted forty five (45) days or more after the end of the fiscal year (July 1 - June 30) will not be reimbursed without specific Department Director approval.
- (C) The **COUNTY** will not reimburse Drug Enforcement Agency (DEA) Certificate fees, as these fees are waived for current employees of Federally Qualified Health Centers (FQHC).

### **Section 5 – Personnel File**

- (A) The **COUNTY** shall maintain records relative to each employee's performance, promotion, discipline, substantiated, unfounded or exonerated complaints and other matters relative to the status of an employee, such records collectively to be referred to as the Personnel File. There shall only be one (1) official Personnel File and that file shall be maintained in Human Resources.
- (B) All documentation must be dated before inclusion in the official Personnel File. The official Personnel File shall be available to the employee and their designated representative for review and copying. By request, the employee will be furnished with a copy of documents in the Personnel File and will be charged the current established rate for copies in excess of ten (10) pages.
- (C) No document may be placed in an employee's file without the employee's knowledge. No grievance may be filed concerning placement of non-disciplinary documentation in the Personnel File. However, employees shall have the right to include a written rebuttal to any documentation, provided such rebuttal is submitted through their Department Director within thirty (30) days of the date the employee had knowledge of the inclusion of the document in the file.
- (D) If the **COUNTY** and the **UNION** agree that any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the Personnel File. Grievances shall not be placed in personnel files.

### **Section 6 – Work Rules**

The **COUNTY** shall furnish the **UNION** a copy of all work rules, regulations and general or special orders electronically in a timely manner. The **COUNTY** will disseminate these rules, regulations and orders in an appropriate manner.

### **Section 7 – Expense Reimbursement**

Travel expenses incurred by employees as a result of job requirements shall be reimbursed per the Administrative Procedures Manual (APM) Chapter 2, Section 7.

### **Section 8 – Loan Repayment Programs**

For purposes of defining full time status of qualifying employment for Loan Repayment inquiries, the parties agree the **COUNTY** will provide an employee's FTE status based upon the annual

average of an employee's paid hours and eligible protected leave hours (including hours worked, time management, holidays, FMLA/OFLA and bereavement), unless the agency specifies other requirements or information. The **COUNTY** will define full time to be thirty (30) hours or greater for the Department of Education's Public Service Loan Repayment Certification form. Employees are responsible for maintaining knowledge of current requirements of loan repayment programs. Should an employee become aware that they are not meeting the minimum FTE requirement of their loan repayment program, they will notify the **COUNTY**. The **COUNTY** will offer an increase to their FTE prior to filling budgeted vacant positions of the same classification.

### **Section 9 – Provider Advisory Council**

The parties agree to participate, on an ongoing basis, in the Provider Advisory Council (PAC), which will be used in building networks of care that enhance patient outcomes consistent with the goals of the Community Health Centers; to improve patient outcomes, improve patient experience, improve provider satisfaction and reduce costs.

## ARTICLE 8

### SELECTION

#### Section 1 – Legal Requirements

- (A) The **COUNTY** and the **UNION** both recognize that there may be a legal requirement to place an employee into a position due to the reinstatement rights of an injured worker, an employee returning from military or other protected leave, a court order, an accommodation under the Americans with Disabilities Act or similar mandated rights that may take precedence over the provisions of this Article.
- (B) Veteran's Preference – Employees who are veterans will have five (5) points added to their score after providing required documentation. Employees who are disabled veterans will have ten (10) points added to their score after providing required documentation. All applicants must include the appropriate documentation verifying their veteran status, a DD214 or DD215 long form and/or disabled documentation, for each position for which they apply.

#### Section 2 – Probationary Period

- (A) The probationary period is an integral part of the employee selection process and provides the **COUNTY** with the opportunity to upgrade and improve operational efficiency by observing an employee's work, training and aiding employees in adjustment to their positions; and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.
- (B) The **COUNTY** reserves the right, as part and parcel of the selection process, to reject any probationary employee during the initial probationary period for any reason without recourse, if in the **COUNTY**'s opinion such rejection is in the best interest of the **COUNTY**. In the event of the rejection of a probationary employee, the **COUNTY** shall notify such employee two (2) weeks prior to the effective date of such rejection, or at the option of the **COUNTY**, shall provide two (2) weeks' pay in lieu of such notice.
- (C) New bargaining unit employees employed in classifications represented by the **UNION**, shall serve a probationary period of six (6) continuous months worked in that classification. Employees failing to receive a successful or better evaluation rating on their probationary review may have their probationary period extended for a period not to exceed one hundred eighty (180) days. Notice shall be given to the **UNION** when a bargaining unit employee's probationary period is extended.

#### Section 3 – Moving Expenses

When moving from a location outside of Lane County, the **COUNTY** will provide a one-time reimbursement to a new employee up to a maximum of fifteen thousand dollars (\$15,000) upon proof of actual qualified expenses to the **COUNTY**. To be eligible for reimbursement, expenses must be identified and agreed upon at time of hire and included in the formal hire letter. Expenses to be reimbursed must be reasonable and necessary, directly in connection with employment at the **COUNTY** and incurred after the employee has accepted the offer of

employment.

If the employee chooses to terminate employment with the **COUNTY** prior to one (1) year of service, then the employee will return a prorated amount of the reimbursement by the **COUNTY** for moving expenses based on the length of service.

**ARTICLE 9**  
**HOURS OF WORK**

**Section 1 – Workday/Workweek**

The workday is defined as twenty-four (24) hours commencing at 2200 hours. The workweek is defined as seven (7) consecutive workdays in the calendar week commencing at 2200 hours on Friday and ending at 2159 hours on the following Friday.

**Section 2 – Normal Work Schedule**

- (A) An employee will normally work eight (8) hours in a nine (9) hour period or eight (8) hours in an eight and one-half (8-1/2) hour period in a workday and five (5) days in a workweek and shall normally receive two (2) consecutive days off, but not necessarily in the same workweek. However, at the request of the **COUNTY** if the employee is required or volunteers to work outside of their regular schedule, they may not receive two (2) consecutive days off.

**Section 3 – Alternate Work Schedules**

It is recognized that the **COUNTY** may, from time to time, find that changes in individual or operational work schedules are in the best interest of **COUNTY** operations.

- (A) While it is understood that employees shall not have the privilege of selecting work schedules, the **COUNTY** shall make a good faith attempt to avoid making changes in work schedules which result in an expressed undue hardship to affected employees.
- (B) Supervisors shall make a good faith effort to accommodate requests for an alternate work schedule. The final decision to grant or deny any request for an alternate work schedule shall be at the sole discretion of the Department Director and the decision shall not be subject to the grievance and arbitration provisions of this *Agreement*.
- (C) Work schedules shall not be temporarily changed for the purpose of avoiding the wage provisions of this *Agreement*.

**Section 4 – Employee Work Schedule**

- (A) It is recognized that the **COUNTY** may, from time to time, find that changes in individual or operational work schedules are in the best interest of governmental operations. It is agreed that the **COUNTY** may make such changes, provided that except in the case of emergency, upon mutual agreement or when the change is initiated by an employee, the **COUNTY** shall notify the affected employee at least thirty (30) calendar days prior to implementation of such changes. The thirty (30) day notice of schedule change shall not be required for employees assigned to modified duty under worker's compensation.
- (B) Temporary work schedule changes for the purpose of meeting statutory requirements shall not be subject to the provisions of this section. Emergency shall be defined as any

unforeseeable circumstance or situation requiring the presence of personnel to conduct **COUNTY** business as deemed necessary by the **COUNTY**.

- (C) Provider Advisory Council (PAC) meetings will be normally scheduled during regular business hours. Employees participating in PAC activities outside of their normal established schedule will be compensated at an hourly rate equivalent to their base salary, not to exceed actual time spent performing duties and subject to supervisor pre-approval.

### **Section 5 – Work Outside of Normal Established Schedule**

- (A) Employees under this agreement are FLSA exempt and paid on a salaried basis. Employees will not normally be compensated outside of their regularly scheduled hours, except as outlined in paragraphs (B) and (C) below.
- (B) If an employee is required to work or volunteers, at the request of the **COUNTY**, for a direct patient care schedule outside of their budgeted FTE, they will be compensated at an hourly rate equivalent to their base salary, not to exceed the additional patient care scheduled hours established by the **COUNTY** for that day. Any such time must be requested or pre-approved by the **COUNTY**.
- (C) If an employee is required to attend meetings or required to perform additional administrative duties outside of their regular schedule, at the request of the **COUNTY**, they will be compensated at an hourly rate equivalent to their base salary. Any such time must be requested or pre-approved by the **COUNTY**.

### **Section 6 – On-Call**

- (A) An employee who volunteers or is assigned to be on-call or on standby during off-duty hours will be compensated at the rate of two (2) hours at the equivalent hourly rate per day on scheduled work days and three (3) hours at the equivalent hourly rate per day on scheduled days off. If the individual is called to work, they will be paid for the actual hours worked at the applicable straight time equivalent hourly rate. To qualify for on-call compensation, an employee must be required to be available for contact by telephone, pager or other telecommunication device and/or to be able to report to work immediately. Except when unforeseeable circumstances occur, no employee shall be required to be on-call more than fourteen (14) days in a twenty eight (28) day period.
- (B) In the event that there are no volunteers for on-call or standby the **COUNTY** reserves the right to assign these duties.
- (C) When the **COUNTY** contracts out provider after-hours on-call for the periods of time when a **COUNTY** employee cannot provide coverage, the **COUNTY** will ensure **UNION** employees will be given the first right of refusal for the after-hours on-call prior to assigning the work to the contracted company.

## ARTICLE 10

### WAGES

#### Section 1 – Compensation Rates

- (A) The compensation rates in effect the first full pay period following July 1, 2023 for employees who are on the payroll on the date of the Board of County Commissioners' approval of this *Agreement* shall be those set forth in Schedule A and attached hereto. Compensation will be prorated based on FTE.
- (B) Compensation rates for meeting metrics will be those set forth in Schedule B and attached hereto.

#### Section 2 – Cost of Living Adjustments

- (A) Effective the first full pay period following July 1, 2023, employees who are on the payroll on the date of approval by the Board of County Commissioners shall receive a three percent (3%) cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase.
- (B) Effective the first full pay period following July 1, 2024, employees on the payroll on that date shall receive a two percent (2%) cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase.
- (C) Effective the first full pay period following July 1, 2025, employees on the payroll on that date shall receive a two percent (2%) cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase.

#### Section 3 – Bilingual Differential

- (A) Positions designated as bilingual will receive five percent (5%) additional compensation above the base classification pay.
- (B) Bilingual designation ("B") is an adjunct classification. The classification specifications will include bilingual skills of a specified level in a specified language or languages.
- (C) The **COUNTY** shall determine which positions shall be designated as "B" classifications.
- (D) The **COUNTY** may test for appropriate minimum qualifications for level of fluency to meet the minimum qualifications for the classification specification; this may include testing current employees on an ongoing basis to meet qualifications as determined by the **COUNTY**.
- (E) A "B" designated classification shall be considered a separate classification for the purposes of Article 16. In order for an employee in a non-"B" designated classification to bump into a "B" designated classification, the employee must meet the minimum qualifications for level of fluency for the "B" designated classification.

#### **Section 4 – Direct Deposit**

All employees will receive their payroll via direct deposit. Unless the **UNION** is provided at least thirty (30) calendar days' notice to the contrary, the direct deposit program shall include the protocols outlined below.

- (A) Direct deposit may be made to multiple financial institutions at the same time.
- (B) Subject to the conditions contained in subsection (C) herein; payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.
- (C) In those instances when the payroll Friday occurs on a holiday as provided in Article 11, Section 1 of this *Agreement*, payroll subject to direct deposit will normally be available on the day before said Friday.

#### **Section 5 – Deferred Compensation**

- (A) For employees in regular positions, the **COUNTY** will match up to a maximum of two percent (2.0%) contribution of the employee's gross regular wage rate to the **COUNTY's** deferred compensation providers.
- (B) Employees shall be responsible to ensure that their account does not exceed the maximum allowed under IRS rules.

**ARTICLE 11**

**LEAVE TIME AND HOLIDAYS**

**Section 1 – Holidays**

- (A) The following days shall be recognized and observed as paid holidays subject to the provisions of paragraphs (B) and (C) of this Section:

|  |  |
|--|--|
| New Year's Day   | Independence Day                                   |
| Martin Luther King's Birthday<br>(3 <sup>rd</sup> Monday in January) | Labor Day<br>(1 <sup>st</sup> Monday in September) |
| Presidents' Day<br>(3 <sup>rd</sup> Monday in February)              | Veterans' Day<br>(November 11)                     |
| Memorial Day<br>(Last Monday in May)                                 | Thanksgiving Day                                   |
| Juneteenth<br>(June 19 <sup>th</sup> )                               | Christmas Day                                      |

- (B) Qualifications

The above **COUNTY** holidays are to be paid holidays, but only for eligible and qualified employees. For the purposes of this Section, an eligible and qualified employee shall mean any non-probationary or probationary regular employee who:

1. Reports for work or is on paid leave on their last scheduled workday prior to and first scheduled workday following, the holiday; and
2. Whose scheduled workday or paid leave prior to or following the holiday falls within two (2) calendar days of the holiday.

- (C) Holiday Pay

1. Full-time eligible bargaining unit employees shall be compensated for each holiday as follows:
  - a. When a bargaining unit employee has requested and is regularly working on an alternate work schedule while other employees within the same division are working a five (5) day, eight (8) hour work schedule, the employee shall have the option of reverting to a five (5) day, eight (8) hour work schedule on a week including a holiday or if remaining on the alternate schedule using accrued time management or compensatory time to supplement the eight (8) hours of holiday time off.
  - b. When bargaining unit employees are required by the **COUNTY** to work a four (4) day, ten (10) hour work schedule or all of the bargaining unit employees within the Division are on a four (4) day, ten (10) hour schedule, the eligible employees shall receive ten (10) hours compensation for the holiday.

2. Part-time eligible bargaining unit employees shall be compensated for each holiday as follows:
  - a. During the week of a holiday, the **COUNTY** may permit part-time employees an opportunity for modification of their work schedule so as to work additional hours in order to receive a normal payroll check, including pro-rated holiday pay, without having to use time management leave or other earned leave.
  - b. In developing an opportunity for a modified work schedule for the week of a holiday, the **COUNTY** shall give good faith consideration to part time employees' interests regarding an alternate work schedule provided that the **COUNTY's** operational needs can be met.
  - c. If a modified schedule is not available, employees must use accrued time management leave or other earned leave to supplement the pro-rated holiday pay in order to receive a normal payroll check or receive a short payroll check based on pro-rated pay for the holiday.
3. Compensation for holidays shall be as per the following:
  - a. Pay for each designated holiday which falls on a day the employee otherwise would work, or
  - b. Time off with pay at the mutual convenience of the employee and the **COUNTY**, for each designated holiday which falls on a day the employee otherwise would not work.
  - c. Employees scheduled to work on the holiday, but who do not report, shall forfeit holiday pay unless such absence is for good cause.

(D) Holiday on Day Off

Whenever a holiday shall fall on an employee's scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) shall be designated as the holiday. Whenever the holiday falls equally between workdays, the last workday before the holiday shall be designated as the holiday. However, as an option, upon mutual agreement between the supervisor and the employee an alternate day off may be granted. The alternate day off must be taken by the end of the fiscal year. If the employee has requested the time and the request has been denied due to **COUNTY** requirements the time off will be granted within the following thirty (30) calendar days.

(E) Holiday During Leave

Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against time management leave or other earned leave.

(F) Friday Following Thanksgiving

The Friday following Thanksgiving, though not to be construed as a holiday for pay purposes, shall be considered a day off with pay except for those employees required by the **COUNTY** to report for work. Employees so required to work shall be given an alternate day off at the mutual convenience of the **COUNTY** and the affected employee. The alternate day must be taken between the Friday following Thanksgiving and the end of the fiscal year. For eligible regular part time employees hours are to be based on the average hours scheduled during the two (2) pay periods prior to the Friday following Thanksgiving.

**Section 2 – Time Management**

(A) Eligibility

This program covers all regular probationary and non-probationary employees in the bargaining unit. Employees covered by these provisions shall not be eligible for separate leave benefits covering the following:

1. Family Emergency;
2. Vacation Leave;
3. Sick Leave (non-occupational illness or injury leave, excluding disability leave);
4. Personal Holidays.

(B) Accumulation

1. Effective the first full pay period following ratification and approval by the Board of County Commissioners of this Agreement, new bargaining unit employees will receive forty (40) hours of Time Management upon hire, subject to provisions of this Article.
2. Except as limited in Section 4 (E) and Section 5 (H) herein, leave time shall be accrued for each hour worked or hour of paid leave at the appropriate rate provided below.
3. Eligible employees hired on or after January 1, 2016 shall accumulate earned leave, based on full-time status, at the following rates:

| Months of Service              | Earned Leave Accumulation | Accumulation          |
|--------------------------------|---------------------------|-----------------------|
| 0 - 12 mos. (0 to 1 yr.)       | 23 days/year              | 7.077 hrs/pay period  |
| 13 - 24 mos. (1 to 2 yrs.)     | 26 days/year              | 8.000 hrs/pay period  |
| 25 - 48 mos. (2 to 4 yrs.)     | 29 days/year              | 8.923 hrs/pay period  |
| 49 - 108 mos. (4 to 9 yrs.)    | 32 days/year              | 9.846 hrs/pay period  |
| 109 - 168 mos. (9 to 14 yrs.)  | 35 days/year              | 10.769 hrs/pay period |
| 169 - 228 mos. (14 to 19 yrs.) | 38 days/year              | 11.692 hrs/pay period |
| 229 - 288 mos. (19 to 24 yrs.) | 41 days/year              | 12.615 hrs/pay period |
| 289 months + (24 + yrs.)       | 44 days/year              | 13.538 hrs/pay period |

4. Eligible employees hired on or before December 31, 2015 shall accumulate earned leave, based on full-time status, at the following rates:

| Months of Service              | Earned Leave Accumulation | Accumulation          |
|--------------------------------|---------------------------|-----------------------|
| 0 - 12 mos. (0 to 1 yr.)       | 23 days/year              | 7.077 hrs/pay period  |
| 13 - 24 mos. (1 to 2 yrs.)     | 27 days/year              | 8.308 hrs/pay period  |
| 25 - 48 mos. (2 to 4 yrs.)     | 31 days/year              | 9.538 hrs/pay period  |
| 49 - 108 mos. (4 to 9 yrs.)    | 35 days/year              | 10.769 hrs/pay period |
| 109 - 168 mos. (9 to 14 yrs.)  | 39 days/year              | 12.000 hrs/pay period |
| 169 - 228 mos. (14 to 19 yrs.) | 43 days/year              | 13.231 hrs/pay period |
| 229 months + (19 + yrs.)       | 47 days/year              | 14.462 hrs/pay period |

(C) Part-time Employees

Eligible, part-time employees shall accrue and use time off under this program on a pro rata basis, based upon the percent of full-time equivalence authorized for the position.

(D) Usage

1. Subject to the terms provided herein, earned leave time shall be available for use as it is earned and approved by the **COUNTY**.
2. During the course of the year, absences from work for any reason unless otherwise specified elsewhere in this *Agreement*, shall be charged against the employee's accrued leave balance. Earned leave shall accrue whenever an employee is on pay status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.
3. Leaves will be charged to Time Management only for full day absences from work, provided that such time shall not exceed the number of hours the employee would normally have worked.

(E) Maximum Accumulation

An employee may accumulate earned leave up to a maximum of twice (2x) their current annual time management accrual rate. As of the end of the pay period in which March 31 falls in each year, any employee credited with accrued leave greater than twice their annual leave accumulation shall forfeit that amount above their maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the year in which the maximum accrual was reached, provided, however, that the employee must reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.

(F) Termination

After six (6) months of service, employees shall be paid half (1/2) of the balance of their accrued time management leave balance upon termination at the current rate of pay.

(G) Death

After six (6) months of service, in the event of the death of an employee, all accumulated earned leave shall be paid to the employee's personal representative at the current rate of pay.

(H) Scheduling

1. Employees shall request time off thirty (30) calendar days in advance of the requested leave. Use of such leave must be approved by the **COUNTY**.
2. Supervisors will make a good faith effort to accommodate all leave requests. However, requests for TM may be denied based on business needs. Requests made more than thirty (30) calendar days in advance of the time off requested will be granted under normal circumstances, provided that the number of employees gone simultaneously is not excessive. Leave which has not been scheduled with the employee's supervisor at least thirty (30) calendar days in advance is defined to be unscheduled. Excessive use or a pattern of unscheduled leave may require written substantiation of illness or emergency nature of leave requirement. Failure to provide legitimate substantiation may result in disciplinary action up to and including discharge.
3. Upon receipt of a request for earned leave time off, the **COUNTY** shall grant or deny the request in writing as soon as possible, but in no event, longer than ten (10) days from the date of the request.
4. When an employee is sick, or an emergency occurs, requiring their presence elsewhere, the employee must notify their supervisor prior to the start of the employee's shift unless circumstances prevent the employee from doing so. If there is a situation that requires the employee to leave their worksite after the start of their scheduled shift, the employee shall notify their supervisor prior to leaving the workplace as appropriate per workgroup (examples include, but are not limited to: in-person, phone call, email or text message).
5. Leave requests for seven (7) calendar days preceding or following all holidays listed in this Article shall be scheduled as follows:
  - a. Employees shall be provided an opportunity to submit requested time management for holiday-related leave from February 1 to the following January 31 of each year. Such leave requests must be received from January 1 through January 31. In case of conflicts between employees concerning the scheduling of leave, the employee with the longest period of continuous service with the **COUNTY** shall be given first consideration, provided that leave requests are made prior to January 30. Such exercise of seniority shall be limited to one (1) holiday-related leave period selection per year as described herein. Employees will be notified within ten (10) calendar days of January 31 of seniority selections.

- b. Supervisors shall respond in a timely manner to written requests for leave. Requests for leave submitted after the January 31 seniority option, shall be deemed to be approved if not denied within ten (10) days of receipt of the request. All leave requests after January 31 each year shall be on a first come first serve basis.

(I) Sell Back

1. After six (6) months of employment, employees may sell back to the **COUNTY** accrued time management hours subject to the following restrictions:
  - a. Funding must be available to pay for the request.
  - b. The maximum number of TM hours that can be sold for cash compensation in a calendar year is eighty (80) hours.
  - c. During the last three (3) years prior to PERS eligible retirement, employees may sell up to 200 hours per year of their TM at their base pay. No employee will be entitled to this benefit for more than three (3) years.

(J) Procedure for Donation of Time Management

1. Time Management Donations will be allowed on a case by case basis and will require approval by the Human Resources Director. Employees who have an extreme emergent situation, have no more than eighty (80) hours of available earned leave time, and will not qualify for short-term or long-term disability through the **COUNTY**, may request Time Management Donations through the following procedure:
  - a. Employee or the employee's co-workers may make a request in writing to their supervisor stating the nature of the emergent condition and the reason for the request.
  - b. The supervisor will review the request, verify the employee's leave balance and check to see if other options are available. If it is found that no leave is available, the request will be forwarded to the Department Director. If the Department Director concurs, the request is forwarded to the HR Director for approval.
  - c. Employees of the Department will be notified of the need and given an opportunity to donate. Employees will be given a specific period of time in which to donate hours.
  - d. The necessary Donation of Time Management Hours form is provided by the department and when filled out is submitted directly to Central Payroll in order to maintain confidentiality. Names of donors will remain confidential.
  - e. When an employee must take time off from work, hours will be coded as leave without pay. Donated hours are transferred to the employee's account as needed by Central Payroll. The donated Time Management hours may not be used for

any other purpose than the emergency for which they are intended. The department is responsible for monitoring these hours and will notify Central Payroll if there are hours that are not eligible for donated time.

- f. When the emergent situation has ended, any donated hours not used will be credited back to donors on a pro-rata basis.
- g. Donations will be based on time donated, not the dollar value of donation.
- h. The eighty (80) hour eligibility period for Disability Leave defined in Section 4 below will not be subject to this program, unless an exception is granted by the HR Director.

### **Section 3 – Occupational Illness or Injury**

Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid their regular salary minus any applicable employee contributions for lost time for the first ninety (90) calendar days of the employee's on the job illness or injury; thereafter as prescribed by workers' compensation law. Such time shall not be charged against any earned leave balance.

### **Section 4 – Paid Leave Oregon**

- (A) The County will pay the statutorily required employer's contribution of the Paid Leave Oregon (PLO) program, not to exceed forty percent (40%) of the rate set by the State of Oregon Director of Employment Department, unless required by law. The County will deduct the employee's portion of the PLO contribution, not to exceed sixty percent (60%) of the same rate, from the employee's wages and transmit to the State of Oregon Employment Department.
- (B) Employees who have a qualifying life event and are eligible, as defined by ORS 657B.010, must notify the **COUNTY** of the need to take Paid Leave Oregon (PLO) leave thirty (30) days before a foreseeable qualifying reason. In an emergency, an employee must notify the **COUNTY** of the need to take PLO within twenty four (24) hours of the commencement of the leave and must provide written notice within three (3) days of starting leave.
- (C) As outlined in the Administrative Procedures Manual (APM) Chapter 3, Section 35, employees may be eligible for a maximum of twelve (12) weeks of PLO per benefit year, with an additional two (2) weeks for limitation related to pregnancy.
- (D) Replacement wages will be paid by the State of Oregon. If the replacement wages do not equal the employee's gross base wage, the employee may choose to offset the reduction from their regular pay by charging time to their accrued leaves. Employees may also be eligible for Non-Occupational Disability Leave as outlined in Section 5 below.
- (E) Employees who are on PLO leave shall not accrue Time Management, however if employees supplement PLO payments, they will accrue TM only on used accrued leave

hours.

- (F) PLO, Non-Occupational Disability Leave, and FMLA/OFLA leaves run concurrently, unless otherwise prescribed by law. See the **COUNTY**'s APM for more information.

### **Section 5 – Non-Occupational Disability Leave**

- (A) After the first of the month following six (6) months of employment and Paid Leave Oregon (PLO) coverage has been determined, or notification of intent to not file has been received, if a non-occupational illness or injury exceeds the eighty (80) hour elimination period, the **COUNTY** will provide compensated time off at the employee's regular rate of pay for the first two (2) weeks of disability, or any part thereof; at ninety percent (90%) pay for the next two (2) weeks, or any part thereof; at eighty percent (80%) pay for the next two (2) weeks, or any part thereof; at seventy percent (70%) for the next two (2) weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) any remaining disability period.
- (B) All disability leave pay is less any Workers' Compensation or PLO benefits for which the employee may be receiving following the elimination period until the employee is released to return to work up to a maximum of ninety (90) calendar days from the first day of absence for a specific illness or injury.
- (C) The date on which an employee is unable to report to work due to a specific illness or injury will be the first day of absence for purposes of establishing qualifications for non-occupational disability leave.
- (D) The employee will be required to use any available accrued leave to satisfy the eighty (80) hour elimination period prior to qualifying for disability leave benefits. An employee must provide Paid Leave Oregon (PLO) claim information to the designated absence management provider or submit a signed statement of intent to not file for PLO, in order for STD payments to be calculated. Once the eighty (80) hours are satisfied, the employee will not be required to fulfill a new elimination period for the same illness or injury so long as the elimination period and the disability leave do not exceed a total period of one hundred five (105) calendar days from the first day of absence or eligibility for long-term disability insurance coverage, whichever occurs first. Disability leave, including but not limited to the elimination period and paid leave hours, shall be prorated for part-time employees.
- (E) An employee whose disability leave exceeds two (2) weeks beyond the elimination period, thereby becoming eligible for a reduced percentage of pay, may offset the reduction from their regular pay by charging time to their accrued leave balances. Disability leave, including but not limited to the elimination period and paid leave hours, shall be prorated for part-time employees.
- (F) It is understood that disability leave for any reason shall not exceed that period during which the employee is in fact physically unable to return to work, as substantiated by the employee's physician.
- (G) It is understood that any time off charged to disability leave pursuant to this Section may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure

to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 5, Discipline and Discharge, of this *Agreement*.

- (H) Employees who are on disability leave shall not accrue Time Management, however if employees supplement leave payments, they will accrue TM only on used accrued leave hours. However, if an employee returns to work, with an appropriate medical release, they will accrue Time Management for the actual hours worked.

### **Section 6 – COUNTY Paid Bereavement**

Employees shall receive pay for lost work as a result of a death in the employee's immediate family, to a maximum of three (3) days (need not be consecutive days), or if out of state travel is required, one (1) weeks' pay, at the regular straight time hourly rate. The **COUNTY** may require verification of the family status. Immediate family shall be defined as mother, father, spouse, Registered Domestic Partner, domestic partner (affidavit on file), sister, brother, child (biological, adopted, foster, step-child, or the child of an employee's registered domestic partner), grandparent, grandchild, stepmother, stepfather, father or mother-in-law, son-in-law or daughter-in-law, grandparent-in-law, brother-in-law, sister-in-law, parent of a domestic partner, a person with whom the employee is or was in a relationship of in loco parentis, any other relative or spousal equivalent residing in the employee's immediate household or any other relationship identified in the Administrative Procedures Manual. The **COUNTY** shall be notified of the spousal equivalent, if applicable, in writing prior to the need for this leave. In order to receive reimbursement, leave must be taken within twelve (12) months of death. Any OFLA bereavement leave will run consecutive to **COUNTY** paid bereavement.

### **Section 7 – Substantiation**

It is understood that any time off on disability leave pursuant to Section 4 of this Article may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 5, Discipline and Discharge, of this *Agreement*.

### **Section 8 – Jury Duty/Court Leave**

An employee called for jury duty, or subpoenaed as a state's witness in any Municipal, County, State or Federal Court shall, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be reimbursed for loss of wages incurred as a result of such service. Employees called for jury duty on a day when they are not scheduled to work shall be allowed to retain fees paid to the employee by the court for such service. The **COUNTY** shall not change an employee's normal work shift because of jury duty. During the period an employee is on jury duty, an employee shall be deemed to be on day shift. Employees who are absent for personal related court appearances must use accrued leave balances.

### **Section 9 – Leave of Absence**

- (A) Leave of absence for good cause may be granted by the **COUNTY** provided that such leaves do not significantly disrupt normal **COUNTY** operations.
- (B) Leaves of absence shall be without pay except as specified elsewhere in this *Agreement*.

- (C) No payment for any leave of absence shall be made until such leave has been properly approved. Requests for such leaves shall be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave. Employees requesting emergency leaves may waive the written requirement, if approved by the **COUNTY**.
- (D) With the exception of military active duty and Peace Corps, a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator.
- (E) Except and unless an employee who has been granted a leave of absence has, prior to the expiration of the leave of absence, furnished evidence of inability to return to work by reason of sickness, physical disability, or other legitimate reason beyond the control of the employee and who has been granted an extension of the leave of absence by the **COUNTY** and, who for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned and the position shall be declared vacated.
- (F) Leaves of absence shall be used only for the purpose for which they are granted.

#### **Section 10 – Military Leave**

##### (A) Military Training Leave

Regular status, or after six (6) months of service, employees who are members of the National Guard or of any reserve component of the Armed Forces of the United States are entitled to a leave of absence for a period not to exceed fifteen (15) consecutive calendar days or eleven (11) work days in any training year for annual active duty training. The training year coincides with the Federal fiscal year (October 1 – September 30). The leave shall be granted without loss of pay or other leave, and without impairment of other rights or benefits to which the employee is entitled, providing the employee received bona fide orders to active or training duty for a temporary period, provides them to the **COUNTY**, and returns to **COUNTY** position immediately upon expiration of the period for which the employee was ordered to duty. Employees may use accrued personal time or leave without pay to cover additional National Guard or reserve training leave, including weekend training.

##### (B) Military Leave While on Active Duty

Employees called for active duty will be granted leave without pay in accordance with state and federal law. See the **COUNTY**'s Administrative Policy Manual for more information. If state or federal law changes during the life of the contract, notwithstanding (A) above, the **COUNTY** will grant military leave in accordance with the updated law.

#### **Section 11 – Unexcused Absence**

Absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant or leave of absence under the provisions of this

*Agreement*, shall be deemed to be an unexcused absence without pay and subject to disciplinary action including discharge.

**Section 12 – Subrogation**

Any employee who sustains any illness or injury and continues to receive their regular wages from the **COUNTY** shall be obligated to return to the **COUNTY** any payment they may receive reimbursing them for lost wages from a third party(ies). For example, if the employee is a victim in a motor vehicle accident and recovers lost wages from a third party(ies) or the third party's(ies) insurance carrier, the employee must reimburse the **COUNTY** for the disability wages paid to them by the **COUNTY**. In addition, it is recognized that the **COUNTY** has a right to initiate or join any proceedings against a third party(ies) to seek reimbursement of disability wages and medical costs.

**ARTICLE 12**

**INSURANCE AND RELATED**

**Section 1 – Types of Insurance**

- (A) The **COUNTY** agrees to cover its eligible and qualified employees with certain insurance protection and related programs identified below. Should the costs of such programs increase during the life of this *Agreement*, the parties agree to reopen Article 12.
1. Employee and eligible dependent health insurance;
  2. Employee and eligible dependent dental insurance (including adult orthodontic care);
  3. Employee long-term disability insurance to provide sixty-six and two-thirds percent (66-2/3%) of gross income after ninety (90) days of disability, not to exceed the limits of the plan. The limits of the plan are sixty-six and two-thirds percent (66-2/3%) of a gross monthly income limit of \$10,000 or \$6,667 per month.
  4. Employee and eligible dependent vision exam plan to be included in the health plans;
  5. Professional liability insurance while on **COUNTY** business; and
  6. Employee accidental death and dismemberment and term life insurance in the amounts of twenty five thousand dollars (\$25,000) or two times (2x) annual salary, whichever is greater, up to two hundred fifty thousand dollars (\$250,000).
- (B) Part time regular employees who are regularly scheduled to work between twenty (20) and less than thirty (30) hours per week will receive employee-only health, dental and vision exam insurance. Such employees may elect to self-pay for purchase of dependent health and vision exam coverage under the **COUNTY**'s group plan at the applicable COBRA rate.

**Section 2 – Health Insurance Plan**

The following health insurance options are available:

- (A) Employees will have the choice between the Co-Pay Plan, the Plus Plan and a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) or health reimbursement arrangement via a voluntary employees' beneficiary association (HRA-VEBA).
- (B) Employees may elect to move from plan to plan during subsequent open enrollment periods.

- (C) All employees who elect the HDHP, the employee's monthly contribution will be as follows: Employee Only or Employee + Other (Children/Family/Spouse or Domestic Partner) = twenty dollars (\$20.00).
1. For all employees who elect the HDHP, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual or family, into the employee's health savings account within the first five (5) business days following January 1 of each year of this *Agreement*.
  2. For new employees who elect the HDHP, the **COUNTY** will deposit a prorated amount in the employee's HSA/HRA-VEBA upon eligibility in their first year of employment. The HSA amount will also be adjusted and prorated for employees moving from individual to family enrollment during the year. The prorated adjustments under this paragraph will be effective the first pay period the month following the date of eligibility.
- (D) All employees who elect the Plus Plan, the employee's monthly contribution will be as follows: Employee Only = thirty dollars (\$30.00); Employee + Other (Children/Family/Spouse or Domestic Partner) = fifty dollars (\$50.00).
- (E) All employees who elect the Co-Pay Plan, the employee's monthly contribution will be as follows: Employee Only = fifty dollars (\$50.00); Employee + Other (Children/Family/Spouse or Domestic Partner) = seventy dollars (\$70.00). Under the Co-Pay plan, the co-pay for professional services will increase to thirty-five dollars (\$35.00).
- (F) For employees who complete the annual "Live Well" Health Risk Assessment (LWHRA), which includes a biometric screening, health history and risk assessment questionnaire and comprehensive health review, offered by the **COUNTY**, the **COUNTY** will provide a monthly "Live Well" credit of twenty dollars (\$20.00) toward the employee's health contribution cost.

### **Section 3 – Opt Out**

- (A) The **COUNTY** will offer an "opt out" provision for employees who determine that they do not require medical and vision exam insurance coverage through the **COUNTY** plans.
- (B) The monthly amount that an employee would receive is \$350.00 in lieu of medical and vision exam insurance coverage. This amount will be \$175.00 for part-time employees as defined in Section 1(B) of this Article.
- (C) The employee will be required to provide proof of other group coverage at the time of the declination of **COUNTY** medical and vision exam insurance coverage, and is required to have continuous group medical coverage.
- (D) Employees will not be eligible for the Opt Out provision if they are otherwise covered on a **COUNTY** plan through another eligible employee.

#### **Section 4 – Retirement Enrollment**

- (A) The **COUNTY** agrees to enroll each eligible and qualified employee in the following programs:
1. The **COUNTY** agrees to enroll each eligible and qualified employee in the Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP) and pay the employer's and employee's required six percent (6%) contribution.
  2. The Social Security System (FICA), for enrollment purposes, only.

#### **Section 5 – Employee Assistance Program**

The **COUNTY** shall continue to provide the voluntary, confidential counseling services of an Employee Assistance Program to employees covered by this *Agreement*. All information gathered through the voluntary use of the Employee Assistance Program shall be held strictly confidential, unless compelled by law or unless the Employee Assistance Program has obtained a signed release from the employee.

#### **Section 6 – Fitness Membership**

The **COUNTY** shall establish an organizational membership at a local health club/gym so that employees may choose to work out on their personal time in order to maintain or improve their physical fitness. Should the service provider go out of the business or change ownership the **COUNTY** and the **UNION** agree to reopen the bargaining for this benefit.

**ARTICLE 13**

**SAFETY**

**Section 1 – Safety Policy**

The **COUNTY** acknowledges an obligation to provide a safe and healthy environment for its employees. Likewise, the **UNION** recognizes an obligation on behalf of employees to conform to established safety rules and regulations, and that failure to conform to such rules and regulations shall be subject to disciplinary action which may include discharge.

**Section 2 – Protective Clothing and Tools**

Necessary personal protective equipment, as the **COUNTY** deems proper for the performance of any job will be supplied by the **COUNTY**, provided that such equipment is returned to the **COUNTY** in reasonable condition. Employees shall be charged the then current replacement rate for equipment not so returned.

## ARTICLE 14

### TRAINING

#### Section 1 – Employee Requests

An employee wishing training may submit a written request to the appropriate supervisor. Such a request may include, but is not limited to, release time with pay, flexible working hours, tuition and travel. The supervisor shall decide whether to grant, deny or to modify the request, provided, however, any agreement shall be in compliance with the provisions of the Fair Labor Standards Act. The supervisor's decision will be reviewed by the Department Director and the Department Director's decision shall be final.

#### Section 2 – Required Training

When an employee is required by the **COUNTY** to take work related training, the employee shall be granted release time with pay for such training if it occurs during regularly scheduled hours. Appropriate costs for such training shall be borne by the **COUNTY**.

#### Section 3 – Continuing Education

- (A) The **COUNTY** agrees to make a good faith effort to allow up to forty (40) pre-approved hours with pay per calendar year for full time bargaining unit employees for voluntary educational training directly related to duties they may perform in their current position or positions they may promote to under this agreement that have a similar community of interest in the medical profession. Employees working less than full time will be eligible for training time proportional to their hours of employment. Unused hours do not carry forward to subsequent years.
- (B) The **COUNTY** further recognizes the importance of cross-training in the Public Health area and will work cooperatively with the **UNION** toward that goal.
- (C) Requests for training must be submitted in writing no less than thirty (30) days in advance and will receive a timely response, not later than ten (10) days after the date the request is received.
- (D) The **COUNTY** agrees to reimburse employees up to three thousand dollars (\$3,000.00) per calendar year towards the costs of continuing medical education (CME) required to maintain their licensure/certification and/or primary association membership dues. The reimbursement amount will be prorated based on the employee's FTE. Unused dollars do not carry forward to subsequent years. Receipts for expenses submitted forty five (45) days or more after the close of the fiscal year (July 1 – June 30) will not be reimbursed without specific Department Director approval.

**ARTICLE 15**

**SENIORITY**

**Section 1 – Definition**

Seniority is defined as the amount of continuous service within the bargaining unit without an interruption of services.

**Section 2 – Continuous Service**

Continuous service shall be employment unbroken by separation other than military, Peace Corps or Union leave.

**Section 3 – Seniority List**

Employees shall be added to the seniority list upon completion of the probationary period, indicating seniority from the date of hire with Lane **County**. In the event of a tie in length of service, seniority will be established by the flip of a coin.

**Section 4 – Non-Bargaining Unit Seniority**

Employees transferred or promoted out of the bargaining unit shall not accumulate seniority while out of the bargaining unit and shall have their then existing level of seniority frozen. Any such employee subsequently returned into a bargaining unit position shall be entitled to have their (a) previous seniority restored, (b) be returned to the same wage step as prior to outside employment, and (c) be returned to the same time management accrual placement as prior to outside employment, provided they have maintained continuous employment with the **COUNTY**. Bargaining unit members who have been promoted into a supervisory non-bargaining unit position shall not maintain bumping rights in the event of a layoff. However, supervisors who have been promoted from the bargaining unit shall retain bargaining unit seniority for purposes of recall. Such recall rights shall be to the bargaining unit classification held at the time of promotion.

**ARTICLE 16**

**LAYOFF AND RECALL**

**Section 1 – Layoff**

- (A) A layoff is defined as an involuntary interruption of work which does not reflect discredit on the service of the displaced employee. Bargaining unit employees with the least seniority within the job classification within a department shall be subject to layoff first unless in the **COUNTY's** judgment, the retention of special skills requires layoff on another basis. It is understood that on a County-wide basis initial probationary employees within the affected classifications will be removed from **COUNTY** employment before a layoff of a regular employee occurs. If approved by the **COUNTY**, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff.
- (B) Layoff will be by classification and on a Departmental basis only and in concurrence with the definition of "position."
- (C) Employees subject to layoff shall be given written notification at least fourteen (14) calendar days in advance of the effective date of layoff.

**Section 2 – Recall**

- (A) All employees on layoff status, including previous bargaining unit employees, shall be given preference in accordance with their seniority in filling a vacant position in the classification in the bargaining unit held at time of layoff. Employees shall have recall rights to the classification from which they were laid off.
- (B) The order in which recall/transfer takes place shall be as follows:
  - 1. Reassignment of duties within department within same classification.
  - 2. Recall (recall by seniority to the same classification).

**Section 3 – Response and Status While Subject to Recall**

- (A) Employees on layoff status shall be given preference in accordance with their seniority in filling a vacant position in the classification in the bargaining unit held at time of layoff. An employee shall not be required to accept recall to less than their original hours in order to maintain recall rights, nor shall acceptance of such position negate their recall rights.
- (B) An employee shall not be required to accept recall to a position which is located more than thirty (30) miles from their previous reporting place at the time of layoff in order to maintain recall rights.
- (C) An employee shall not be required to accept recall to less than their original hours or a temporary position in order to maintain recall rights, nor shall acceptance of such

position negate their recall rights. The **COUNTY** shall offer recall employees, extra help and temporary positions on the basis of seniority as such positions become available.

- (D) An employee shall not be required to accept recall to a part-time or temporary position in order to maintain recall rights.

#### **Section 4 – Responsibilities**

- (A) In order to assure proper recall procedures, Human Resources will:

1. Maintain an up to date recall list by auditing the computer generated data after each run to assure accuracy.
2. When a vacancy occurs for which there are recall candidates, Human Resources will send a notice of recall to the most senior employee on the recall list at the last address on file or their current **COUNTY** work place. The notice shall be in a sealed envelope and delivered in a format where delivery can be verified by the recipient's signature.
3. The most senior candidate shall be recalled.
4. A recall candidate may request to be removed from the list and forfeit any future recall rights. The **COUNTY** will notify the **UNION** of the candidate's request for removal.

- (B) Employees' responsibilities include:

1. Employees must notify Human Resources of changes in address, phone number or any other change which would prevent Human Resources from being able to contact the employee when a position becomes available (except for those working for Lane County). This notice requirement shall not apply to employees working in other **COUNTY** positions.
2. Employees must respond within five (5) business days from the documented date of receipt of notice of recall.
3. Employees planning to be out of town should notify Human Resources or notify a friend or relative to contact them immediately if they receive a notice of recall.

#### **Section 5 – Protection/Rights During Layoff**

- (A) The seniority of an employee who has completed probation shall be protected for a period of twenty four (24) calendar months during layoff, provided that such employee has not refused an opportunity to return to work in their same classification.
- (B) Notwithstanding the twenty four (24) month limit above, employees in layoff status still employed by the **COUNTY**, shall have recall rights until they are returned to their original hours (or greater) in their original classification.

- (C) Employees on layoff status shall have the option of paying for continued health insurance coverage, as provided for in COBRA.

**Section 6 – Termination for Exhaustion of Non-occupational Disability Leave**

Employees who have been terminated upon exhaustion of non-occupational disability leave benefits provided under Article 11, Section 4, shall be deemed to have been laid off and shall have recall rights provided that within one (1) year of such termination a written request to be placed on the recall list is made to the Human Resources office. The request must include the employee's statement of willingness to accept regular employment under the terms of this Article and it must be accompanied by a full doctor's release stating clearly and in writing that the employee is fully capable of performing the regular duties of the job. The recall provisions set forth above will apply as if the employee had been laid off as of the date of request for reinstatement.

**ARTICLE 17**  
**RELATIONSHIPS**

**Section 1 – Change in Conditions**

If the **COUNTY** changes or proposes to implement matters within the scope of representation as defined by ORS 243.650(7) and not mentioned in this *Agreement* which require negotiations under the law, and more than a de minimus number of employees are affected, the **COUNTY** will notify the **UNION** in writing prior to implementing the proposed change. Upon timely request of the **UNION** (within 14 days), ORS 243.698 shall apply.

**Section 2 – Savings Clause**

Should any Article, Section or portion thereof of this *Agreement* be held unlawful and unenforceable by any tribunal of competent jurisdiction, such decision of the tribunal shall apply only to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties may agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

**Section 3 – Individual Agreements**

The **COUNTY** agrees not to enter into any agreement or contract with employees covered by this *Agreement*, individually or collectively, which in any way conflicts with the terms and provisions of this *Agreement*. Any such agreement shall be null and void.

**ARTICLE 18**  
**TERMINATION**

**Section 1 – Duration**

Unless specifically noted within this contract, this *Agreement* shall become effective upon ratification by the parties and approval by the Lane County Board of Commissioners and shall remain in effect until and including June 30, 2026 and thereafter shall continue in effect from year to year, unless one (1) party gives notice in writing to the other party of its desire to terminate, or modify the *Agreement* at least ninety (90) calendar days prior to June 30, 2026, or if no such notice is given at such time, before June 30 of any subsequent anniversary.

**Section 2 – Notice**

If either party serves written notice of its desire to terminate or modify provisions of the *Agreement*, such notice shall set forth the specific item or items the party wishes to terminate or modify, and the parties shall commence negotiations at least ninety (90) calendar days prior to the expiration of the *Agreement* except by mutual consent.

**Section 3 – Effective Date**

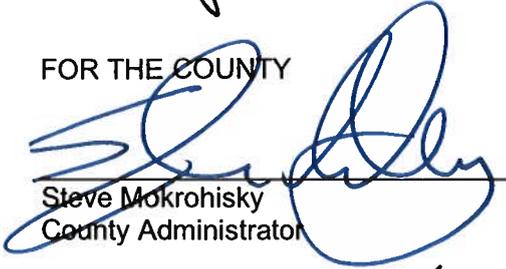
This *Agreement* and all provisions contained herein shall become effective upon ratification by the parties and approval by the Lane County Board of Commissioners. No employee(s) shall receive any retroactive salary adjustments, back pay award or any other economic or noneconomic benefit except as specifically provided for in this *Agreement*.

**Section 4 – Force of Agreement**

During the period of negotiations, this *Agreement* shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have set their hand this 9<sup>th</sup> day of January, ~~2023~~ 2024.

FOR THE COUNTY



Steve Mokrohisky  
County Administrator



Inga Wood  
Labor Relations Manager

FOR THE UNION



Sarah Lanius  
Council Representative  
Oregon AFSCME Council 75



LaRece Rivera, President  
AFSCME Local 2831



Jennifer Mower, First Vice President/Chief Steward  
AFSCME Local 2831



Audrey Wen, MD  
AFSCME Local 2831



Dr. Andrew Murison, ND  
AFSCME Local 2831

## **APPENDIX A**

### **Classifications**

|       |   |
|-------|---|
| N4502 | Physician   |
| N4504 | Physician (Internal Medicine)                       |
| N4501 | Naturopathic Physician                              |
| N7042 | Associate Medical Director – Physician              |
| N7043 | Associate Medical Director – Naturopathic Physician |

### **Adjunct Classifications**

Physician – Bilingual

Naturopathic Physician – Bilingual

## SCHEDULE A

The rates below are effective the first full pay period following July 1, 2023, prior to any negotiated increase described in Article 10 or Schedule B.

| <b>Job Code</b> | <b>Classification</b>        | <b>Annual Base Rate</b> | <b>Hourly Equivalent Rate</b> |
|-----------------|------------------------------|-------------------------|-------------------------------|
| N4501           | Naturopathic Physician       | \$175,489.60            | \$84.37                       |
| N4502           | Physician                    | \$223,516.80            | \$107.46                      |
| N4504           | Internal Medicine Physician  | \$231,691.20            | \$111.39                      |
| N7043           | Assoc Med Director - Nat Phy | \$224,536.00            | \$107.95                      |
| N7042           | Assoc Med Director - Phy     | \$273,270.40            | \$131.38                      |

## **SCHEDULE B**

### **PERFORMANCE AND PANEL METRICS**

#### **Section 1 - Eligibility**

- (A) Effective January 1, 2024, after the first full quarter of employment, employees who meet metrics will receive additional compensation on a quarterly basis as described in Section 3.
- (B) Panel size metrics and compensation will be prorated based on FTE. Employees in the Associate Medical Officer classification will have metrics and compensation prorated based on regularly assigned clinical hours.
- (C) If employees voluntarily leave before the end of a quarter, they will not be eligible for performance compensation for the quarter in which they terminate employment.

#### **Section 2 – Panel Metrics**

- (A) Employees are expected to actively participate in efforts to maintain a panel of patients as indicated below, prorated based on FTE:
  - 1. Fiscal year 2023-2024: at least one thousand two hundred twenty five (1,225) patients.
  - 2. Fiscal year 2024-2025: at least one thousand two hundred seventy five (1,275) patients.
  - 3. Fiscal year 2025-2026: at least one thousand three hundred (1,300) patients.
- (B) New employees are expected to actively participate in efforts to meet the patient panel sizes above within one (1) year of their date of hire if taking over an existing panel or two (2) years if establishing a new panel.
- (C) Patient access compensation: Effective the first full pay period following July 1, 2023, all employees on the payroll on the date of ratification and approval by the Board of County Commissioners of this *Agreement* will receive a two percent (2%) increase to base salary and the pay ranges will be changed to reflect the increase. Effective the first full pay period following July 1, 2024, employees on the payroll on that date will receive a one percent (1%) increase to base salary and the pay ranges shall be changed to reflect the increase.

#### **Section 3 – Performance Metrics**

- (A) For every fifty (50) patients above the minimum listed in (A) above, employees will receive performance compensation in the amount of five thousand dollars (\$5,000) annually; one thousand two hundred fifty dollars (\$1,250) quarterly. Panel size will be calculated as reported in the electronic health record system on the first County business day following the close of the review quarter.
  - 1. Review quarter January 1 – March 31, paid in the first full pay period of July.
  - 2. Review quarter April 1 – June 30, paid in the first full pay period of October.
  - 3. Review quarter July 1 – September 30, paid in the first full pay period of January.
  - 4. Review quarter October 1 – December 31, paid in the first full pay period of April.