

Approved by Lincoln County Board of Commissioners Order # 12-15-295

COLLECTIVE BARGAINING AGREEMENT



BETWEEN



LINCOLN COUNTY

AND THE

LINCOLN COUNTY EMPLOYEES ASSOCIATION

FOR THE PERIOD OF

JULY 1, 2015 THROUGH JUNE 30, 2018

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Agreement is entered into by Lincoln County, Oregon, hereinafter referred to as the "County," and the Lincoln County Employees Association, hereinafter referred to as the "Association." Unless otherwise indicated, the term "County" shall include the Board of Commissioners, elected officials, and other heads of departments in which employees in the bargaining unit are employed.

This document represents the full Agreement between the County and the Association. The purpose of this document is to set forth those agreed to matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment and to promote efficiency of the employees covered in providing service to citizens of the County.

It is understood and agreed that there is a division of responsibility and authority between the Board of Commissioners and the elected heads of departments covered by the terms of this agreement in the administration of employment conditions for Lincoln County as provided by Oregon Revised Statutes. Complying with the following Articles, or portions thereof, is the responsibility of the Board and/or other appropriate elected official(s) in accordance with those statutes.

The parties agree as follows:

ARTICLE 1
ASSOCIATION RECOGNITION

The County recognizes the Association as the sole and exclusive representative, for the purpose of collective bargaining and contract administration, for all regular employees in the bargaining unit with the exception of supervisory and confidential employees or departments or offices who are represented by other labor organizations. The term "employee" means any person employed 20 or more hours per workweek in a permanent position but does not include persons holding temporary appointments of six months or less duration or persons who have not completed 30 calendar days of employment.

Positions included within the bargaining unit are in the classifications set forth in exhibit A.

ARTICLE 2
NON-DISCRIMINATION

The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination, except in cases of bona fide occupational qualification, as to age, sex, marital status, race, color, creed, religion, national origin, association or political affiliation, disability, or veteran status. For conduct that is not covered by the definition of "discrimination" under local, state, or federal law, the County agrees to receive, investigate and take appropriate corrective steps where the County agrees that the conduct is unacceptable. Conduct that would fall under this section includes behavior that is offensive, abusive, intimidating, malicious or insulting, including the abuse of one's authority in unfair sanctions that are intended to embarrass or humiliate the employee in front of the public or his or her peers. It is further understood that if an employee is found to have engaged in this kind of conduct he or she could be subject to disciplinary action up to, and including termination.

ARTICLE 3
MANAGEMENT RIGHTS

The Association recognizes that it is the prerogative of the County to operate and manage its affairs in all respects in accordance with its responsibilities. Except as specifically limited by the terms of this Agreement, the County retains all the customary, usual and exclusive rights, decision making authority, prerogatives and functions connected with or in any way incidental to its responsibility to manage the affairs of the County or any part of it.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

- a. The determination of the services to be rendered to the citizens of the County.
- b. The determination of the County's financial, budgetary and accounting procedures.
- c. The establishment and revision of operating procedures and the direction and supervision of all operations, functions, regulations and policies of the County.
- d. The determination, implementation and direction of all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances as determined by the County.
- e. The management and direction of the work force, including but not limited to, the right to determine the place to report for work; the determination of duties and qualifications to be assigned or required; the methods, processes and manner of performing the work; the right to hire, train, promote, transfer and retain employees; the right to lay off; the right to abolish positions or reorganize the department or office; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies. Notwithstanding the above, the County will notify the Association and give opportunity for discussion and input regarding any proposed general reduction in work hours, when such reduction will be applied either countywide or department or office wide in one or several departments or offices.
- f. To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Association to discuss directly with the Board of County Commissioners the effect that such action will have on employees in the unit prior to the County finalizing or implementing new decisions concerning such contracting or subcontracting. The County will encourage any subcontractor to hire County employees who would be laid off due to this subcontract.
- g. To assign shifts, work day, hours of work and work location in accordance with Articles 5 and 6.
- h. To discipline, suspend, demote, discharge or reduce the pay of an employee.

This document constitutes the sole and complete Agreement between the Association and the County and embodies all the negotiated terms and conditions governing the employment of employees in the bargaining unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to negotiation. Any prior written or unwritten commitment or agreement between the parties and any individual employee covered by this Agreement is hereby superseded by the terms of this Agreement. Except as specifically limited by the terms of this Agreement, it is recognized that

the responsibilities and authority of management are exclusively functions to be exercised by the County. All rights guaranteed to the employees represented by the Association under ORS 243.650 - 243.782 to negotiate employment relations are retained by the bargaining unit employees. County shall have the unqualified right to modify any other non-mandatory employment conditions not covered by the terms of this agreement and to do so without bargaining either the decision to do so or its impact on the bargaining unit. Nothing herein, however, shall preclude the County and Association from mutually agreeing to establish a labor/ management committee to meet during the term of this agreement to discuss procedures for avoiding grievances or other problems and for generally improving relations between the parties.

ARTICLE 4
FAIR SHARE AND DUES CHECKOFF

Section 1 - Membership:

Membership or nonmembership in the Association shall be the individual choice of employees within the bargaining unit. The Association and the County shall continue the current practice of providing new employees with the opportunity of expressing the individual's choice for membership or nonmembership in the Association.

Section 2 - Fair Share:

The County agrees to withhold a fair share increment equivalent to the regular dues of Association members from non-Association bargaining unit members, except as provided in Sections 3 and 4 below.

Section 3 - Application of Fair Share:

Non-Association bargaining unit members who have been continuously employed by the County prior to October 23, 1985, and who have chosen not to file a fair share withholding agreement with the County shall not be subject to fair share.

Section 4 - Right of Non-Association:

The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which an employee is a member is hereby guaranteed. Such employee shall pay a fair share amount described hereinabove to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish proof to the Association that this has been done.

Section 5 - Dues Checkoff:

The County agrees to deduct from the earnings of each employee, each pay period, the regular dues for Association members and the fair share increments from all non-Association members of the bargaining unit except as provided in Sections 3 and 4 above. The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Association on behalf of all employees involved. The County will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.

Section 6 - Effective Date:

The effective date of withholding Association membership dues or fair share amount shall be the first full month of employment.

Section 7 - Hold Harmless:

The Association agrees that it will indemnify, defend and save the County harmless from all suits, actions, proceedings, and claims against the County, or persons acting on behalf of the County, whether for damages, compensations, reinstatement or a combination hereof arising out of the County's implementation of this Article.

ARTICLE 5
HOURS OF WORK

Section 1 - Workweek:

The standard workweek for full-time employment shall consist of either 37.5 or 40 hours of work based on 5 consecutive workdays, according to current practice, Monday through Friday inclusive, excluding continuous operations and other departments or offices and/or activities which may require an alternative workweek. The workweek for employees begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 midnight. No guarantee of work is intended or implied by this Article.

Section 2 - Workday:

The standard workday for full-time employment shall consist of either 7.5 or 8 hours of work as now practiced. Each employee workday shall have regular starting and quitting times, excluding those employees on flex time or irregular schedules or in emergency work situations. When the department head or elected official determines that such conditions exist, the department head or elected official may adjust the starting and quitting times. Additionally, it is agreed that both the employee and supervisor may agree to an adjustment of starting and quitting times. The Association shall have the opportunity to negotiate the impact of any change in work schedules greater than 14 days. The County retains the right to change employee's hours of work per week. Such changes shall increase or decrease the employee's salary proportional to the salary schedule. For example, if an employee's hours of work are increased from 37.5 to 40 hours, then the employee will be entitled to the 40 hour salary in the plan or 2.5 hours above the employee's salary then in effect, whichever is greater. For employees who are redlined, the proportional change shall be from the employee's then current salary. A reduction of hours to less than full time (37.5 hours per week) shall be considered a lay off pursuant to Article 16, authorizing "bumping" in accordance with Article 16, Section 3.

Section 3 - Alternative Workweek:

During the term of this Agreement, the County may establish a workweek of full-time employment consisting of 4 consecutive workdays for such positions, classifications or departments or offices as the County deems appropriate. Additionally, the County may establish other alternative workweek schedules. Such alternative schedules shall not exceed the average number of work hours per week based on Section 1 of the Article.

Section 4 - Notice of Alternative Workweek Schedule:

The County shall provide the employee an advance notice of 5 working days when any alternative workweek schedule is to be established or discontinued. During the notice period, the employee may contact the Association if the proposed workweek is not acceptable. The Association shall have the opportunity to comment to the County on the proposed alternative workweek schedule within the 5 working days after the County notifies the employee.

ARTICLE 6
REST AND LUNCH PERIODS

Section 1 - Rest Periods:

A rest period not to exceed 15 minutes shall be permitted for each full half workday. Rest periods shall be scheduled as near to the middle of each half workday as possible and shall be scheduled so that the departments or offices are staffed at all times. Rest period time may not be accumulated or used to shorten the workday. The inability of the employee to observe a rest period or periods shall not be a basis for overtime compensation.

Section 2 - Lunch Period:

Employees shall be granted a nonpaid lunch period not to exceed one hour during each full workday. Whenever possible, such meal periods shall be scheduled in the middle of the workday. Lunch periods shall be scheduled so that departments or offices with three or more employees shall be staffed at all times during business hours unless an exception is granted by the Board. Supervisors may authorize one-half hour lunch breaks for employees working in the field. In addition, extended lunch breaks beyond one hour may be agreed to by the Association and the County for specific departments or offices, and specific purposes. Such extended agreements will be put into writing as a memorandum of agreement. If an employee is granted a lunch period of one-half hour, the employee's quitting time will be adjusted to accommodate the one-half hour lunch period.

Section 3 - Smoking:

Smoking is prohibited in all County enclosed building facilities. Any other issue regarding smoking is reserved to the discretion of the County.

ARTICLE 7
HOLIDAYS

Section 1 - Paid Holidays:

The following days shall be observed and recognized as holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

And any other day designated by the Board of County Commissioners.

Section 2 - Weekend Holidays:

When a holiday falls on Sunday, the succeeding Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Full-time employees whose weekend days are other than Saturday and Sunday shall be entitled to the same number of holidays as regularly scheduled employees.

Section 3 - Personal Holiday:

Regular full-time employees who have been employed for a minimum of 6 continuous months are entitled to 1 personal holiday each calendar year. Such holiday is to be taken during the calendar year in which the holiday is earned and may not be carried forward into the following year. The personal holiday shall be scheduled in the same manner as paid vacation leave is scheduled.

Section 4 - Holiday Pay:

Full-time employees shall receive one day's pay for each of the holidays listed above on which they perform no work. For purposes of this section only:

- a. "Full-time employee" means an employee whose regular work week is 37.5 hours or more.
- b. "One day's pay" means that an employee will receive the employee's normal weekly salary for any week in which a holiday falls; provided, however, this section does not require the County to pay the employee for hours not worked due to unpaid absence during the work week. Employees who have chosen for their own convenience to work shifts longer than 7.5 hours, but who are not required by the County to do so, shall be allowed only 8 hours (40 hour per week), 7.5 hours (37.5 hour per week) or a prorated amount between 8 hours and 7.5 hours (work weeks between 37.5 and 40 hours). For those employees, the balance of the longer day can be charged against vacation leave or compensatory time if accrued, or made up on another day during the same pay period, as long as there is no overtime liability incurred by the County, unless authorized by the supervisor. The supervisory authority and the employee may agree to adjust the work week in which the holiday falls to accomplish scheduling.

Section 5 - Holiday During Leave:

Should an employee be on authorized leave with pay when a holiday occurs, the holiday shall be paid and not charged against sick or vacation leave accumulation. Holidays occurring during leave without pay shall not be compensated.

Section 6 - Eligibility For Holiday Pay, Part-Time Employees:

Regular part-time employees whose regular work schedule is 20 or more hours per work week shall receive compensation for holidays based on the same proportion as the hours worked are to the total actual work hours in the months in which the holiday occurs.

Section 7 - Work Performed On Holidays:

Compensation for work on a holiday is governed by Article 14, Overtime.

ARTICLE 8
LEAVE AUTHORIZATION

No leave of absence with or without pay shall be granted unless a request is submitted by the employee and approved by the department or elected official. Approval or disapproval shall be given to the employee in writing and will include the reason therefore. Approval of leave shall be obtained prior to the beginning of any leave periods and no payment for any leave of absence shall be made without such approval. Absence from work without approval is subject to disciplinary action. Department heads or elected officials shall give due consideration to retroactive approval of absences which were beyond the control of the employee or where oral approval was given due to short notice or emergency circumstances.

Absence of an employee from duty, including an absence for a single day or part of a day, not authorized by a specific grant or leave of absence by the department head or elected official shall be deemed to be an absence without leave. Such absence shall be without pay and may cause the employee to be subject to disciplinary action.

ARTICLE 9
VACATION LEAVE

Section 1 - Full-Time Employment:

Full-time employees, after having served in County service for 6 continuous months, shall be credited with either 45 or 48 hours of vacation leave and thereafter vacation leave shall be credited as follows for continuous service:

Vacation is credited on a "per pay period" basis in sufficient hours to equal the monthly requirement.

Years Of Continuous Service	Hours Accumulation Per Continuous Month	
	37.5 Hour Work Week	40 Hour Work Week
After 6 months of continuous service through the 5 th year:	7.5	8
Maximum Accrual:	180 hours	192 hours
Beginning the 6 th year of continuous service through the 10 th year:	9.37	10
Maximum Accrual:	225 hours	240 hours
Beginning the 11 th year of continuous service through the 15 th year:	11.25	12
Maximum Accrual:	270 hours	288 hours
Beginning the 16 th year of continuous service through the 20 th year:	13.12	14
Maximum Accrual:	315 hours	336 hours
Beginning the 21st year of continuous service through xx year:	15.00	16
Maximum Accrual:	360 hours	384 hours

As used in this Agreement, the term "continuous month" means any full calendar month of employment during which an employee is on a paid status (at work or any paid leave) for 16 or more working days . (See Section 2 below.) Maximum Accrual includes sick leave incentive.

Section 2 - Continuous Service:

Continuous service for accumulation of higher levels of vacation leave credit shall be service unbroken by separation from the County employment, except that the time spent by an employee on military leave, Peace Corps leave, leave resulting from a job-incurred injury, authorized education leave, or other leave protected by law, shall be included as continuous service.

Employees who were laid off shall be entitled to credit for service prior to the leave.

Section 3 - Part-Time Employees:

Part-time employees working 20 or more hours per work week in a regular position shall accrue vacation leave in an amount proportionate to that which would be accrued under regular full-time employment.

Section 4 - Scheduling Vacation:

Staffing schedules shall be established by department heads or elected officials to provide vacation leave for employees at regular annual periods, and employees shall take vacation leave at the time scheduled. Such schedules may be amended by the department heads or elected officials to meet work emergencies or to grant requests of individual employees. In establishing regular schedules, department heads or elected officials shall give due consideration to the desires of individual employees within limits of work requirements of the office and department. Employees who have completed 6 months of continuous service as provided in Section 1 may utilize earned vacation schedules.

Section 5 - Accumulation Of Vacation Credits:

The maximum accumulation of vacation leave for any employee is provided in Section 1 of the Article. An employee who is about to lose vacation credit because of accrual limitations may, by notifying the appointing power five (5) days in advance, be absent to prevent loss of this time.

Section 6 - Leave Without Pay:

Any employee who, for any purpose, is granted a leave without pay in excess of 30 calendar days shall first be scheduled for vacation leave and/or compensatory time off that has been accrued to the employee's credit before being placed on such leave.

Section 7 - Transfer Credit:

When an employee is transferred or appointed to another department or office of the County, the employee's vacation leave credit shall be transferred with the employee to the gaining department.

Section 8 - Vacation Pay At Termination:

If an employee has served 6 continuous months and separates from the County service, the employee shall be entitled to cash compensation for unused accrued vacation leave.

Section 9 – Vacation Leave Sell-Back

Effective January 1, 2016, employees who have used at least eight (80) hours of vacation leave in the previous calendar year, may choose to sell back 40 hours of accrued vacation leave in lieu of time off,

provided the employee maintains a vacation balance of at least 40 hours following the payout. This option may be exercised once annually.

To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to Payroll by no later than December 31st. Payment shall be included on the January 25th payroll.

The County may refuse to pay employees under this provision if notice is not provided by the employee by the required date.

ARTICLE 10
PAID SICK LEAVE

Section 1 - Accumulation:

Full-time employees shall accumulate paid sick leave at the rate of 7.5 or 8 hours for each continuous month of service based on the employee's assigned work week. Sick leave may be accumulated to a total of 1350 hours for employees assigned a 37.5 hour work week or 1440 hours for employees assigned a 40 hour workweek. Sick leave accumulation and charges shall be made on an hourly basis.

- a. Part-time Employees: Regular part-time employees working 20 hours or more per work week accrue sick leave in an amount proportionate to that which would be accrued under regular full-time employment.

Section 2 - Utilization:

Employees may use their allowance of sick leave when unable to perform their work duties by reason of illness which include FMLA or OFLA leave eligibility, including but not limited to injury; pregnancy; necessity for medical or dental care; exposure to contagious disease under circumstances by which the health of the other employees or the public would be endangered by that employee's attendance; or by serious illness or death of an immediate family member. Absence to attend an ill family member shall be limited to the time the employee's presence is actually required, in accordance with FMLA/OFLA laws. Employees have the obligation to make other arrangements within a reasonable period of time for the attendance upon immediate family members, in accordance with FMLA/OFLA laws.

Section 3 - Doctor's Verification:

A physician's statement regarding the nature of the illness, the need for the employee's absence and the estimated duration of the absence may be required at the option of the department head or elected official for any sick leave absence after 5 consecutive days.

Section 4 - Duration Of Sick Leave:

The duration of sick leave with pay due to a not-work related injury or illness shall continue as long as the employee receives full pay from the County based on accumulated leave credits. At the time leave credit is exhausted and the employee receives no salary from the County, sick leave without pay may be granted by the appointing power for a reasonable period of disability subject to the final authorization by the Board, in accordance with FMLA/OFLA laws. If sick leave without pay is approved, the appointing power may require periodic certification of the employee's physical condition from the attending physician or practitioner during the period of disability, in accordance with FMLA/OFLA laws.

For the purpose of this section, a reasonable period means a period not to exceed 30 days, if the employee has already exhausted his/her FMLA/OFLA leave, and that during or at the conclusion of such period, the employee can be expected to return to the employee's former position. Sick leave without pay may be approved for a lesser period, may be extended or terminated if, in the opinion of the appointing power, it is necessary to fill the position with a replacement employee. Sick leave without pay shall only be approved for a period having a fixed date of termination and shall not be open ended.

Section 5 - Catastrophic Leave:

The County agrees to maintain a Catastrophic Leave Policy through the life of this agreement. The County maintains the right to make changes as the County deems necessary.

Section 6 - Funeral Leave:

A maximum of 10 days, chargeable to accumulated sick leave or leave without pay, if sick leave is exhausted, may be allowed for each death in the immediate family. For the purposes of this section immediate family includes mother, father, spouse, sister, brother, child, grandparent, grandchildren, aunt, uncle, spouse's immediate family, but may also include any person residing in the employee's household. Immediate family may also include same sex domestic partners and other relatives.

A regular employee will be allowed up to one day paid leave chargeable to accumulated sick leave or leave without pay, if no sick leave accumulation exists, to attend the funeral of the employee's co-worker or former co-worker.

Section 7 - Employee Notification Of Absence:

An employee who is ill and unable to report to work shall make a reasonable effort to notify the immediate supervisor within 30 minutes of the reporting time unless the employee's department or office has established a different requirement for articulated department or office needs. In case of a continuing illness, the employee shall keep the immediate supervisor advised of the inability to report to work. Notification under this section can be made by the employee, the employee's immediate family member, or the employee's representative.

Section 8 - Transfer And Termination:

Sick leave is provided by the County in the nature of insurance against loss of income due to illness.

- a. Sick leave shall not accrue during any period of leave of absence without pay, except in accordance with FMLA/OFLA laws.
- b. When an employee is transferred or appointed to another department or office, sick leave credit shall remain in effect.
- c. Compensation for accrued sick leave will be allowed for an employee when separated from County service as provided in Article 12, Section 3 of the Agreement.

Section 9 - Sick Leave Buy Back:

The County will allow employees with 10 years' continuous service to sell a portion of their accrued sick leave, up to \$1,000, chargeable to their accrued sick leave, based on their hourly rate of pay. This option may be exercised every 5 years thereafter with the option of selling up to \$500.00, chargeable to their accrued sick leave based on their hourly rate of pay, provided that a minimum of 80 hours of sick leave are retained in the bank following the sell back..

Section 10 - Sick Leave Incentive Program:

Employees who use less than four days of sick leave in a calendar year will be given an additional 7.5 hours (for 37.5 hour per work week employees) or 8 hours (for 40 hour per work week employees) of accrued vacation time to be credited the first pay period of the following calendar year.

Employees who use less than ½ day sick leave (based on full-time employment) within each quarter will be eligible for quarterly drawings for a \$25.00 bonus.

Section 11 - Reinstatement:

An employee who is re-employed following a layoff or an expiration of leave without pay shall have unused sick leave credits accrued during the previous employment restored.

Section 12 - Re-Employment:

An employee who voluntarily separates from County service and who returns to full-time employment within 12 calendar months of the date of such separation may have all or part of the previously accrued sick leave restored at the discretion of the department head or elected official.

ARTICLE 11
OTHER LEAVES

Section 1 - Other Leaves With Pay:

Employees shall be granted a leave of absence with pay for:

- a. Service as a juror. Employees who are excused from jury service or court appearance before the end of their work day shall immediately report their availability for assignment to their supervisor.
- b. Appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority when such appearances are in connection with employee's official duties for Lincoln County.
- c. Authorized duties in connection with county business.
- d. National Guard or Military Reserves for up to 15 consecutive calendar days in any one calendar year. Notwithstanding this provision, the employee is required to have been employed by the County for a period of 6 months preceding the application for such leave; otherwise, such leave will be without pay.
- e. All jury witness fees, except for mileage and meals, received by an employee shall be returned to the County Treasurer.

Section 2 - Other Leave Without Pay:

Employees may be granted a leave without pay for:

- a. Military and Peace Corps leave shall be granted in accordance with the federal or state laws.
- b. Subject to Board approval, department heads or elected officials may grant a leave of absence without pay not to exceed 90 calendar days if County business would not be jeopardized. Request for such leave must be in writing and must establish reasonable justification. Such leave will not be approved for an employee who is accepting employment outside of the County service. An employee who is granted a leave of absence without pay for a period in excess of 30 calendar days shall first be scheduled for any vacation and/or comp time off that has accrued before the employee is placed on leave without pay.

Section 3 - Temporary Interruption of Employment:

Any temporary interruption of employment because of adverse weather conditions, shortage of supplies, or for other unexpected or unusual reasons beyond the control of the employee, not to exceed 10 days, shall not be considered a layoff if, at the termination of such conditions, the employee returns to employment. County decisions to interrupt employment, to open or close facilities and the employee options under these circumstances shall be made in accordance with the policies currently in place in the Personnel Rules. A copy of those rules shall be made available to the Association representatives in conjunction with execution of this Agreement.

Section 4 - Failure to Return from Leave:

Any employee who has been granted leave of absence 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 thereupon be declared vacated, unless the employee, prior to the expiration of such leave of absence, furnishes acceptable evidence of inability to return to work by reason of sickness, physical disability, or other factor beyond the control of the employee.

Section 5 - Association Business Leaves:

A regular employee elected to an Association office or selected by the Association to do work which takes the employee from employment with the County may, upon request of the employee and the Association, be granted a leave of absence without pay for up to 3 months. Such leave shall always be contingent upon the operating requirements of the involved department or office.

Prior to expiration of such leave and upon written request, the County will give consideration to extending said leave for an additional 2 months. Any employee who has been granted such leave and who fails to return at the expiration of said leave shall be considered as having resigned the employee's position with the County. The denial of such request for leave shall not be grievable under Article 18.

Section 6 - Effect of Unpaid Absence on Benefits:

If an employee does not work (or receive pay) for sixteen or more workdays in a month, then vacation leave (see Article 9) and health and welfare benefits (Article 12) will be pro rata reduced in accordance with the number of workdays of absence. With respect to seniority (Article 16), approved unpaid leave of absence in excess of sixteen working days will not "break" seniority, but such leaves will not add to the employee's accumulation of seniority. Approved, unpaid leaves of absence of sixteen or fewer working days will not break seniority and will be added to the employee's accumulation of seniority, the same as days of work or other paid leaves.

ARTICLE 12
HEALTH AND WELFARE

Section 1 - Medical, Dental, Life, and Long Term Disability Insurance:

For the period July 1, 2015 through December 31, 2015, the County will pay on behalf of each full-time benefit-eligible Bargaining Unit employee 90 percent of the monthly premium cost for tiered coverage for medical, vision, and dental and orthodontia plans, which shall be, for this period, the CIS/Regence High Deductible Health Plan (HDHP), CIS Vision Option, and CIS Dental Plan, including the CIS Orthodontia Rider or comparable medical, vision, and dental coverage (tiered rates). Employees shall be responsible for 10 percent of the monthly premium, which shall be collected through payroll deduction beginning with the July 10, 2015 paycheck. Such payments will be made through the County's Section 125 Plan in equal amounts on a pay period basis. In addition, new full-time benefit eligible Bargaining Unit employees hired from July 1, 2015 through December 31, 2015 shall receive pro-rated contributions to the HSA in the dollar amount of \$1,500 for employee only and \$3,000 for employee plus dependent(s) through a Health Savings Account (HSA) selected by the County, at the date of medical eligibility.

For the period July 1, 2015 through December 31, 2015, the County will front load a pro-rated contribution (payable on the first pay period following benefit eligibility) on behalf of each newly hired full-time benefit eligible Bargaining Unit employee who is covered by the HDHP but is not eligible to receive Health Savings Account contributions due to enrollment in Medicare, Veterans, Tri Care or Indian Health Services, to a Voluntary Employee Benefit Association (VEBA), selected by the County, in the amount of \$1,500 for employee only and \$3,000 for employee plus dependent(s).

For the calendar years beginning January 1, 2016 through December 31, 2018, the County will pay on behalf of each full-time benefit eligible Bargaining Unit employee 90 percent of the monthly premium cost for tiered coverage for the CIS/Regence High Deductible Health Plan (HDHP), and CIS Vision Option, and the CIS Dental Plan including the CIS Orthodontia Rider or comparable medical, vision, and dental coverage (tiered rates). The employee shall be responsible for 10 percent of the monthly cost which shall be collected through payroll deductions beginning with the January 10th paycheck each year. Such payments will be made through the County's Section 125 Plan in equal amounts on a pay period basis. In addition, each year, the County will front load (payable on the first pay period in January) on behalf of each full-time benefit eligible Bargaining Unit employee a contribution in the amount of \$1,500 for employee only and \$3,000 for employee plus dependent(s) through a Health Savings Account (HSA) selected by the County. New eligible employees hired after January 1, 2016 shall receive pro-rated contributions at date of medical eligibility to the HSA.

Beginning January 1, 2016 through December 31, 2018, each year, the County will front load a contribution (payable on the first pay period in January) on behalf of each full-time benefit eligible Bargaining Unit employee who is covered by the HDHP but is not eligible to receive Health Savings Account contributions due to enrollment in Medicare, Veterans, Tri Care or Indian Health Services, a Voluntary Employee Benefit Account (VEBA) selected by the County in the amount of \$1,500 for employee only and \$3,000 for employee plus dependent(s). New employees hired after January 1, 2016 shall receive pro-rated contributions at date of medical eligibility to the VEBA.

Employee payments will continue to be made by payroll deduction through the County's Section 125 Plan.

The County will pay the full premium of a \$20,000, 24 hour life and AD & D insurance plan for each full-time benefit-eligible Bargaining Unit employee.

The County will pay the full premium for a CIS Long Term Disability Insurance Plan (currently LTD Plan 2) for each full-time benefit eligible Bargaining Unit employee.

Selection of the carriers for these plans and determination of comparability of coverage shall be made by the County.

Section 2 - Employee Participation:

An employee on a partial month leave without pay will be required to have a prorated amount of the County's contribution withheld, based on the following calculation:

$$\frac{\text{Number of LWOP Days in Month}}{\text{Number of Workable Days in Month}} \times \text{Actual Premium} = \text{Amount of Salary Withheld}$$

Such pro-ration will not be effective for any leave without pay taken for the purpose of coordination with workers' compensation benefits for such period as the injured employee is also receiving a County salary supplement chargeable to accumulated sick leave, or for a leave without pay taken at the request of the County such pro-ration will not be effective for any leave protected in accordance with FMLA/OFLA laws.

Section 3 - Retirement:

The County agrees to continue the existing or comparable employee retirement program and to pay full premium. Employees' participation begins with their first full month of employment. Selection of the carrier for this plan and the determination of comparability of coverage shall be made by the County. The County provides a defined contribution retirement plan for regular County employees who are scheduled to regularly work twenty (20) hours per week or more. The County contribution to the retirement plan is 11% of each eligible employee's gross salary.

Each employee who retires under the terms and conditions of the County retirement plan will be paid an amount of money equal to 50% of such employee's accumulated sick leave as of the date of retirement. With verification of the County Retirement Plan Administrator that the option is legal, the employee can select from among the following options:

1. To defer as much as possible into the Section 457 plan OR
2. To defer as much as possible into the Section 401(k) plan OR
3. To defer as much as possible into a combination of the two plans OR
4. To take the money as cash OR
5. In any other manner that may be negotiated by the Association

Section 4 - Optional Insurance Coverage:

Employees desiring to participate in other optional insurance programs authorized by the County may do so at their expense, using payroll withholding.

Section 5 - Effect Of Leave Without Pay and Layoff

Employees on a continued non-paid authorized leave status must make their own arrangements with the County to continue insurance benefits at their own expense, subject to the contract terms and conditions between the County and the insurance carriers. Laid off employees are eligible to continue benefits at their own expense in accordance with law. Employees returning from authorized leave, or who are recalled to work from layoff status, if otherwise eligible, shall be eligible for Section 1 benefits on the first full month of reemployment.

Section 6 - Effective Date Of Coverages:

The effective date of the above listed insurance coverage for new employees shall be effective the first day of the month following their respective hire date(s).

Section 7 - Cost Containment Program:

The parties agree that containment of the cost of the health insurance coverages provided under the term of this Article is of critical importance. The County and the Association and the bargaining unit members therefore agree to participate in any available cost containment program, including, but not limited to:

1. Pre-certification of non-emergency hospital admission, including length of stay, treatment setting and level of care.
2. Review of extension of stay requests when initial assigned days are exhausted.
3. Discharge planning.
4. Second surgical opinion.
5. Skilled nursing facility review.
6. Home health care review.
7. Hospice care review.
8. Mandatory ambulatory surgery.
9. CIS' Healthy Benefits Program.

Any changes or additions to the foregoing shall be subject to the mutual agreement of the parties.

Section 8 - Employee Benefits Committee:

The parties agree that an Employee Benefits Committee will be established consisting of two members appointed by the Association and two members appointed by the Board of Commissioners. The four members shall choose a fifth member who shall also be a County employee. The Committee shall establish by-laws for operation. The Committee shall have the authority to make recommendations to both the Association and the County where appropriate under this Article and to make recommendations to the County on other benefit issues covered under this Article. In addition, the Benefits Committee shall be the County liaison, together with the Personnel Department and Central Administration, with the CIS Healthy Benefits Program and shall work with the County on wellness related issues and recommendations. The parties additionally agree that open communications to bargaining unit members and other employees regarding benefit issues and/or committee recommendations shall not be subject to grievance or unfair labor practice challenges.

Section 9 - Post Employment Health Program:

The County and Association agree to bargain Association members' participation, at the employees' own expense, in the Post Employment Health Program. Such participation can only occur in an open enrollment period.

ARTICLE 13
COMPENSATION

Section 1 - Pay Plan:

Compensation shall be paid in accordance with the Salary Schedule set forth on attached Exhibit A, which reflects a 2.0% increase effective July 1, 2012. Retrospective payment of this increase will be made within 90 days after adoption of the agreement by the parties. Information concerning any major change in the salary schedule will be made available to all employees within thirty days of such major change.

Section 2 - Rates Of Pay:

Each employee shall be paid at one of the rates in the salary range for the classification in which the employee is employed. Notwithstanding, any other language to the contrary in this article and section, no step increases (in-range salary adjustments) shall be provided to employees during the period July 1, 2013 through June 30, 2015. (Example: a bargaining unit member who is at step 4 on July 1, 2013 will remain at step 4 throughout the life of the agreement. Subject to the step adjustment process below, on July 1, 2015 the bargaining unit member, will become eligible for the next adjustment to step 5).

Section 3 - Salary Increases:

1. Salary increases shall be subject to the availability of funding. The adjustment of employee salaries to advanced steps of their respective salary ranges shall be governed as follows:
 - a. Employees, who have served satisfactorily for 12 continuous months, following an in-range salary adjustment, shall automatically be eligible for advancement to the next step of the salary range, until attaining step 11. Employees not receiving a yearly evaluation shall be considered as "satisfactory" for the purpose of this Article. A step increase will not be denied for unsatisfactory work performance unless the employee is also given a work improvement plan which details the area of unsatisfactory performance and expectations.
 - b. As used in this Agreement, the term "continuous month" means any full calendar month of employment during which an employee is on pay status (as work or paid leave) for 16 or more working days in a month.

Section 4 - Promotion:

An employee who is promoted to a position on a higher pay range is eligible on the date of such promotion to go to the step on the higher range that is closest to, but at least equal to or higher than, a full step increase (3%) above the employee's current rate of pay and the employee's anniversary date will change to be one year from the date of the promotion.

Section 5 - Demotion:

The salary of an employee who is demoted to a position in a classification with a lower salary range shall be correspondingly reduced.

Section 6 - Transfer:

When an employee is transferred by the County to another position in a classification with the same salary range, the rate of pay remains the same. Such employee shall retain the established eligibility date for salary increases.

When such transfer is initiated by the employee, the employee's salary may be adjusted to a lower step of the salary range of the new classification subject to agreement between the employee and the gaining department.

Section 7 - Salary Range Adjustment:

The Board may make, in addition to general salary changes negotiated between the Board and the Association, adjustments in a salary range or ranges as it determines necessary to attract and hold competent personnel, to provide pay equity between the various classifications and to reflect changes in work assignments. It is agreed, however, that classification changes or reclassification will not be made for disciplinary purposes.

Section 8 - Temporary Work Out Of Classification:

An employee who is temporarily assigned to a classification with a higher pay range for a period of 10 consecutive working days or more shall receive compensation at the step of the highest range closest to, but more than, the employee's current salary or a one step increase in his/her regular classification, whichever is greater. The additional pay will continue for the duration of the temporary assignment. No additional assignment shall exceed 1,040 hours in a fiscal year, unless the employee is moved to the higher classification.

Section 9 - Expense Reimbursement:

All travel and lodging expenses incurred by an employee will be reimbursed by the County in accordance with the Lincoln County Personnel Rules Per Diem policy, which mirrors the Internal Revenue Service per diem rules and rates. Any changes in the policy made by the County must be agreed to by the Association. Under no circumstances shall the County require that the employee share a room with anyone unless agreed to by the employee.

ARTICLE 14
OVERTIME

Section 1 - Overtime:

Overtime work may be required as deemed necessary by the supervisory authority. All overtime worked must be approved in advance by the supervisory authority, and is subject to the following:

(1) An overtime eligible employee accumulates overtime for work performed in excess of 40 hours in any one week. However, overtime eligible employees also accumulate overtime in the following situations, but not twice for the same hours:

(a) All assigned work in excess of the employee's scheduled work day when the employee performs work in excess of two hours of the employee's scheduled work day, unless the employee and the supervisory authority have mutually agreed to a flexible work schedule for that day. At the request of the employee and with the approval of the supervisor, the employee may work a flexible schedule during the work week rather than using accrued leave time, provided that such "flexed" work hours would not create an overtime liability for the County.

(b) All work performed on a holiday identified in Article 7 which falls within the employee's regular work schedule. The employee will also receive the employee's normal holiday pay.

(2) Overtime accumulated pursuant to this section shall, at the discretion of the County, be either:

(a) Paid to the employee at one and one-half times the employee's regular rate of compensation;

or

(b) Credited to the employee as compensatory time off at time and a half.

(3) In calculating work performed pursuant to this section:

(a) Overtime shall be computed to the nearest quarter hour.

(b) Work performed shall consist only of time the employee is actually working for the county.

Any time during any form of leave, including, but not limited to, vacation leave, shall not be included as work performed for purposes of overtime calculation. However, holidays identified in Article 7 and sick leave shall be included as work performed for purposes of overtime calculation.

(4) Employees shall accumulate no more than 80 hours of compensatory time for overtime worked. The 80 hour maximum is the total allowed after computation at time and one-half. Employees in departments or offices which operate 24 hours per day, seven days a week, may accumulate up to 120 hours of compensatory time for overtime worked. The 120 hour maximum is the total allowed after computation at time and one-half.

(5) As used in this section, "overtime eligible employee" includes all employees, except "overtime exempt employees" as defined in Section 2 of this Article.

(6) The County agrees that it will not change an employee's regularly scheduled work hours for the sole purpose of avoiding overtime liability. The provisions of this subsection do not abrogate management rights to schedule work. (Effective with the July 1, 2006 CBA, the bargaining note/clarification from prior CBAs is added to this section: "This will verify our understanding that the County has implemented a policy so that employee's work hours and/or work location will not be temporarily changed so as to avoid overtime and/or mileage reimbursement.")

Section 2 - Overtime Exempt Employees:

(1) In accordance with ORS 653.269(5)(b), the provisions of ORS 659.268 are expressly waived as to overtime exempt employees.

(2) Overtime exempt employees may be granted time off, at the discretion of the supervisory authority, for work in excess of the employee's regular work schedule. Decisions concerning the amount and scheduling of time off shall be made by the supervisory authority. Such time may not be accumulated and cannot be used to accrue additional benefits. Such time will not constitute a liability to the County.

(3) Overtime exempt employees are subject to the "Special Rule for FLSA Exempt Salaried Employees" adopted by the Lincoln County Board of Commissioners and incorporated into the Lincoln County Personnel Rules, which rule is hereby incorporated into and made a part of this section by reference.

(4) As used in this section, "overtime exempt employee" means an employee who is exempt from the provisions of overtime compensation pursuant to the Fair Labor Standards Act (FLSA). Those employees are identified as overtime exempt in the Lincoln County "Pay Range and Position Assignment for LCEA and Non-Represented Employees

Section 3 - On-Call Pay:

Overtime eligible employees assigned to serve on on-call duty, beyond their regularly scheduled workday or workweek, shall be paid at the rate of \$1.75 for each full hour of required on-call duty during this agreement. Employees on on-call duty who are called away from their places of residence or other locations to perform work shall be compensated at their regular hourly rate for required travel time in addition to the time work is actually performed. Employees on on-call duty who must perform work as a result of a call shall be compensated at their regular hourly rate for all work and required travel time (if any).

Section 4 - Call Back:

An overtime eligible employee called back to the workplace by his/her supervisor or appointing authority to perform unscheduled work or to attend unscheduled meetings shall be paid a minimum of 2 hours at the applicable rate of pay. For the purpose of this Section, there must have been a break of at least one hour between the completion of on-duty time and the time of call back.

Section 5 – After Hours Crisis Coverage for HHS:

Employees who are required by their positions to participate in the Department of Health & Human Services After Hours Crisis Coverage rotation will be compensated according to the following schedule when performing this duty:

Weeknight Coverage (Monday through Thursday, 1700 – 0800): \$80.00 per night plus flex time equal to the time spent away from home. The flex time earned must be used within 7 calendar days. Flex time not used within 7 calendar days is not accrued. Employees are to arrange with the scheduling staff to have the following morning free.

Weekend Coverage (Friday 1700 to Monday 0800): \$320.00 plus flex time equal to the time spent away from home. The flex time earned must be used within 7 days calendar. Flex time not used within 7 calendar days is not accrued. Employees are to arrange with the scheduling staff to have the morning after on on-call weekend free.

Holiday Coverage: \$148.00 plus flex time equal to the time spent away from home, plus another day taken as the County Holiday. The flex time earned must be used within 7 calendar days. Flex time not used within 7 calendar days is not accrued. Employees are to arrange with the scheduling staff to have the morning after on on-call Holiday free.

ARTICLE 15
TRIAL SERVICE PERIOD

Section 1 - Duration of Trial Service Period:

Except for Deputy District Attorneys, every new employee shall serve a trial service period of six months. Deputy District Attorneys shall serve a trial service period of 12 months.

Section 2 - Transfers During Trial Service Period:

An employee who is transferred to another position prior to the completion of the trial service period shall complete the trial service period in the latter position by adding thereto service not to exceed 5 months in the former position. If the transfer is to a different department or office, then a trial service period of not less than six months is required in the new department or office. The department head or elected official may waive any or all of the transfer trial service.

Section 3 - Departmental Promotion:

An employee who is promoted to a higher level position in the same department or office is not required to serve a new trial service period in the higher classification unless the employee's job duties have been substantially altered via the promotion. In such cases, at the discretion of the department head or elected official, a new trial service period of up to 6 months may be required. An employee who is promoted to a higher level position in a different department or office of the County shall serve the initial six months' trial service period. Employees serving a trial service period under the terms of this Article shall not forfeit any rights they may be entitled to under Article 16. The department head or elected official may waive any or all of the promotion trial service.

Section 4 - Removal During Trial Service Period:

At any time during a trial service period, an employee may be removed without cause by the department head or elected official. Removal for any reason during a trial service period shall not be grounds for redress under Article 18, Grievance Procedure.

Section 5 - Extension of Trial Service Period:

If, in the opinion of a department head or elected official, an employee should be granted additional time to demonstrate ability to meet required performance level, the department head or elected official may extend the trial service period for such employee for an additional 3 months.

Section 6 – Statement of Principal

The County policy is to utilize the training and skills of existing of employees when job openings occur that would provide promotional opportunities for current employees. In that regard, the County will offer current employees the opportunity to apply for open and available positions as they become available. Qualifications for an open position will be determined by the County.

ARTICLE 16
LAYOFF, RESIGNATION

Section 1 - Layoff:

A department head or elected official may lay off employees. Duties performed by laid-off employees may be reassigned to other employees who hold positions in appropriate classes.

Section 2 - Seniority:

For the purpose of this Article, "seniority" is defined as total length of continuous service with the department or office, in which the employee is employed. Continuous service shall be service unbroken by separation from the County service, other than by military, peace corps, Family Medical Leave/Oregon Family Leave, vacation or sick leave. Time spent on other types of authorized leave in excess of 16 working days will not count as time of continuous service; except that, employees returning from such leave, or employees who are laid off, shall be entitled to credit from service prior to the leave or layoff.

Section 3 - Order of Layoff:

The order of layoff shall be in the inverse order of seniority in the classification in which a position or positions in the employees' department or office are being abolished, providing however that the employee or employees being retained are fully competent by reason of knowledge, skill and ability to perform the required duties, and possess all required licenses or certificates as determined by the County.

An employee may bump into a position in a lower classification within the same department or office as long as the bumping employee has greater seniority than the bumped employee, and is qualified to perform the duties of the lower position as determined by the department head or elected official.

Section 4 - Recall from Layoff:

Employees on layoff status shall be eligible for recall for a period of 12 months from the date of layoff. Such recall shall be in inverse order of the layoff, within the job classification and department or office from which the layoff occurred. It shall be the laid-off employee's responsibility to maintain a current address and telephone number at which the employee may be contacted.

Layoff Status employees will be given the first opportunity to fill open positions in the County for which they qualify. Any laid off employee who is offered a position with the County shall notify the County of acceptance to the offer within 2 days of receipt thereof, and be available to report to work within 15 days, or shall forfeit all rights to recall. Upon recall, an employee shall have all previously accrued sick leave and seniority reinstated but shall not receive credit for the period of the layoff.

Section 5 - Resignation:

In order to resign in good standing, an employee shall give the department head or elected official or designee at least 14 calendar days' written notice. The department head or elected official may, upon written request, waive all or part of the 14 day requirement if the resignation is for reasons beyond the control of the employee. A resignation may be withdrawn by the employee only at the discretion of the department head or elected official.

ARTICLE 17
CONDUCT: DISCIPLINE AND DISCHARGE

Section 1 - Employment Conduct Generally:

The expected standard of conduct for employees shall be in the public interest as opposed to individual interests. Therefore, in order to render the best possible service to the general public and to reflect credit on the County, high standards of conduct are deemed essential. The tenure of every employee shall be conditional on proper conduct and satisfactory performance of duties.

Section 2 - Discipline:

Disciplinary action in dealing with employee misconduct shall be taken by the County as it deems appropriate. The principles of progressive discipline shall apply when considered appropriate by the County. Disciplinary action may be taken for any of the causes set forth in this section.

If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

Section 3 - Cause for Disciplinary Action:

Any action which is a hindrance to the effective performance of County functions shall be considered just cause for disciplinary action. Improper conduct by an employee in an official capacity tending to bring the County into discredit, or which affects the employee's work performance, or any improper use of the employee's position for personal advantage shall also be adjudged just cause. Just cause includes, but is not limited to the following:

- a. Conviction of a felony;
- b. Conviction of a misdemeanor which reflects on the ability of the employee's performance of assigned duties;
- c. The use of alcoholic beverages or narcotics which affects the performance of the employee;
- d. Partaking of intoxicating beverages or narcotics or being under the influence of alcohol or drugs while on duty;
- e. Insubordination;
- f. Incompetence;
- g. Inattention to duty, tardiness, carelessness, or damage to or negligence in the care and handling of County property;
- h. Improper or unauthorized use of County supplies, vehicles or equipment;
- i. Claim of sick leave under false pretenses, or misuse of sick leave;
- j. Absence from duty without authorized leave;
- k. Misconduct in the performance of duties;

- l. Violation of County safety policy or departmental or office safety rules;
- m. Willful giving of false information or withholding information with intent to deceive when making application for employment;
- n. Willful violation of any provisions of laws or rules adopted by the Board, or any provisions of departmental or office rules.

Section 4 - Kinds of Disciplinary Action:

Disciplinary action may include any of the following: Oral and/or written reprimand, suspension without pay, reduction in pay or classification demotion or discharge. Should an employee be suspended with pay pending an investigation, he/she shall be given a statement of the reasons for the investigation and will be informed as to the status of the investigation upon request by the employee. Employees exonerated by such investigation shall have their record purged of documentation of such investigation unless they specifically agree to retain such information in their personnel file. Documentation of oral warnings shall not be entered into the personnel file. However, if disciplinary action is instituted against the employee and the employee or Association grieves such action, the parties may use the documentation of the oral warnings in the grievance proceedings.

Section 5 - Grieving Disciplinary Action:

The Association may enter a grievance concerning a disciplinary pay reduction, suspension and/or discharge of an employee who has completed the required trial service period as prescribed in Article 15 of this Agreement, at Step 2 of the Grievance Procedure. The employee may request and shall be granted the right to have an Association representative present during any or all discussions between the County and the employee regarding a suspension or discharge, unless immediate imposition of discipline is considered necessary by the County.

Section 6 - Notice:

Notice of suspension, reduction, demotion or discharge shall be in writing, and a copy of such notice shall be forwarded to an officer of the Association by the end of the next working day. Such notification shall state the reason(s) for which the employee is being disciplined.

ARTICLE 18
GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties to this Agreement regarding the application, meaning or interpretation of this Agreement may be settled as set forth below:

Step 1

The employee, with Association representation, shall, within 14 calendar days of the date of the occurrence or knowledge of an occurrence of an alleged violation of terms of this Agreement, submit the grievance in writing to the employee's immediate supervisor with authority to resolve the violation.

The written grievance shall include:

- a. The name of the employee in whose name the grievance is filed.
- b. The date of the circumstances giving rise to the grievance and/or date of first knowledge that a grievance has occurred.
- c. A statement of the grievance, including the provision of the Agreement alleged to have been violated.
- d. The remedy sought.
- e. The signature of either the grievant or the grievant's Association representative.

The immediate supervisor to whom the grievance is submitted shall respond in writing to the employee and the employee's Association representative within 14 calendar days following receipt of the written grievance report.

Step 2

If the grievance still remains unsettled, the employee, with Association representation, may within 14 calendar days after the written reply of the supervisor is due, submit the grievance in writing to the department head or elected official, unless the department head or elected official was the initial supervisor to receive the grievance, at which time the grievance will proceed to Step 3 or Step 4 of this Article. The department head or elected official shall, upon receipt of the grievance, arrange a meeting with the grievant and the Association representative, within 14 calendar days. The department head or elected official, after this meeting, shall respond in writing to the employee and the Association within 14 calendar days.

Step 3

If the grievance still remains unresolved, the Association may, within 14 calendar days of the department head or elected official response, submit a notice of intent to go forward with the matter to binding arbitration, except as provided by Step 4 below.

Step 4

If the grievance involves a matter under the jurisdiction of the Board of Commissioners as provided by ORS, the matter shall be submitted to the Board within 14 calendar days of the response from the department head or elected official. The Board shall respond in writing to the Association's representative within 14 calendar days. If the grievance still remains unresolved, the Association may, within 14 calendar days, submit the matter to binding arbitration.

Section 1 - Arbitration

The arbitration proceeding shall be conducted by an arbitrator to be selected by the County and Association within 5 calendar days after notice of intent to proceed to arbitration has been given. If the parties fail to select an arbitrator within the initial 5 day period, the State Employment Relations Board shall be requested by either or both parties to provide a list of 5 arbitrators. Such request shall be submitted to the Employment Relations Board within 15 calendar days of the date of submission or of the initial notice of intent to proceed to arbitration.

Both the County and the Association shall have the right to strike 2 names from the list. The parties shall determine who will strike the first name by a toss of a coin. The winner of the coin toss shall decide who strikes the first name. The parties will alternately strike names until one name remains, and that person will be the arbitrator. The arbitrator shall begin taking evidence and testimony as soon as possible after selection.

Section 2 - Arbitrator's Time Limit:

The arbitrator shall render a decision no later than 30 calendar days after the conclusion of the final hearing. The power of the arbitrator shall be limited to interpreting this Agreement, determining if a violation has occurred, and resolving the grievance within the terms of this Agreement.

Section 3 - Effect of Arbitrator's Decision:

The decision of the arbitrator shall be binding on both parties. The costs of the arbitrator shall be borne equally by both parties. Each party shall be responsible for the cost of presenting its own case to arbitration. Any or all time limits specified in the grievance procedures may be waived by mutual consent of the parties.

ARTICLE 19
PERSONNEL FILES

Section 1 - Personnel Files:

- a) A personnel file will be maintained by the Personnel Director in the Personnel Department for each employee of Lincoln County. This personnel file, and the information contained therein, is an official employment record of each individual employee.
- b) Department heads or elected officials who choose to maintain files for the convenience of their department or office may merge such files with the official personnel files maintained in the Personnel Department. Materials maintained in such files must comply with Section 2a below in order to be merged into the official file.
- c) Information in the personnel files will be treated as confidential. Information which cannot be treated as confidential under the law includes: name, job title, salary, and dates of employment with the County. Other information in the files may be subject to public disclosure by an order of the court or tribunal of competent jurisdiction.
- d) Employees may review their files, including convenience files described in paragraph b of this section, during regular office hours at mutually-convenient times. At the request of the employee, copies of materials included in such files will be furnished, the cost of which shall be borne by the employee at the current rate established by the County. By signed authorization, an employee may extend the right to review to the employee's official representative. A supervisor will have access to the files of subordinate employees or employees of other departments or offices who are being considered for transfer. The Personnel Director or designee will have access to all personnel files for the purpose of carrying out necessary personnel duties. The Board of Commissioners and Legal Counsel shall have access to the personnel files.

Section 2 - Entry Of Materials Into Files:

- a) The Personnel Director shall routinely place or have placed all official documents relating to an individual's employment history with the County in the employee's personnel file. No materials that reflect critically upon an employee shall be placed in an employee's personnel file without the employee's knowledge.
- b) Department heads or elected officials may submit materials to be included in an employee's personnel file to the Personnel Director for review. The Personnel Director must approve all non-routine materials submitted for inclusion in an individual's file. The employee may sign all submittals as proof that the employee has seen the material. A refusal to sign will be noted.
- c) An employee may submit a written rebuttal to any materials entered into the employee's file. Such a rebuttal, once filed, shall be attached to the relevant material and remain part of the personnel file.

Section 3 - Removal Of Materials:

- a) Normally, once material has been entered into an employee's personnel file, it shall remain with the contents of the file permanently.
- b) Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel files and shall be removed if requested by the employee, no earlier than one (1) year after they have been placed in the employee's personnel file, unless there has been a reoccurrence of a similar nature. The employee's request must be in writing and identify the items that the employee wishes removed by title and date of incident. Provided, however, that in any later disciplinary action instituted against the employee, if the employee or the Association grieves such action, the parties may use those removed items in the grievance proceedings.

ARTICLE 20
GENERAL PROVISIONS

Section 1 - Association Activities:

Association activities shall be conducted in a manner which will not interfere with the effectiveness and efficiency of the County's operations in serving and carrying out its responsibility to the public.

Section 2 - Association Stewards:

The Association may designate certain individuals as Association Stewards. Notice will be given in a timely fashion to the Personnel Director of designated Association Stewards.

Section 3 - Bulletin Boards and E-Mail Communications:

The County agrees to authorize the use of bulletin board space in convenient places to be used by the Association in communicating with employees. The Association shall limit its posting of notices and bulletins to such bulletin board. Such notices shall be signed by the person posting the notice and be clearly labeled and indicate the last date of applicability and may include information about time and place of meetings, Association social and charitable activities and official Association publications. Posting on the bulletin board shall not include material incompatible with positive County-Association relations.

The County and the Association may utilize the County e-mail system to communicate concerning official matters connected with this agreement. The Association may also contact its membership to make official announcements (such as meeting dates and times and other notices). The Association shall not use the e-mail system for any confidential communications. All other use of County equipment and services shall be in conformance with the Lincoln County Personnel Rules.

Section 4 - Meetings:

Meetings between the County and Association may be held, if practicable, during regular working hours, on the premises of the Employer and without loss of pay to authorized participating employees. The number of participating employees representing the Association, exclusive of any aggrieved employee, shall be limited to two without loss of pay.

Section 5 - Contract Negotiations:

The Association negotiating team may include two members who shall be permitted to attend negotiating meetings on County time to the extent such meetings are scheduled during duty hours.

Section 6 - Application Of Agreement:

The terms of this Agreement have application only to employees of the County as of the date of execution of this Agreement, or successor Agreement, and there is nothing in the Agreement that shall have any retroactive effect as to any former employee of the County for any reason whatsoever.

Section 7 - Association Representatives:

Designated Association representatives appointed by the Association not to exceed two (2) in number shall be granted reasonable time off with pay to file and subsequently process grievances and disputes insofar as such activities do not interfere with normal operations of the department or office.

Section 8 - Association Representation:

Employees covered by this Agreement are at all times entitled to act through the Association representative in taking any action or following any procedure under this Agreement.

Section 9 - County Facilities:

County facilities may be used for Association activities according to building use policies when such facilities are available.

Section 10 - Education, Training And Career Goals:

The County recognizes the concept that well trained, educated employees, who are motivated toward excellence in job performance by opportunities to advance in County employment, are a valuable resource to the citizens of Lincoln County, who utilize their services.

In support of this concept, the County and the Association mutually agree to join in an ongoing study committee (3 members appointed by each side) to examine what methods might best accomplish the following objectives:

1. Providing additional education and training to employees to improve current skills.
2. Establishing promotional and transfer opportunities for advancement within County employment.
3. Achieving these goals through cooperative action between the employer and employee.
4. Other items of mutual interest to both parties.

Section 11 - Outside Employment:

The County agrees that County employees have the right to engage in any activities, paid or unpaid, outside of County work hours, provided that such activities do not involve personal advantage gained from the employee's position and do not otherwise conflict or interfere with an employee's County position.

An employee proposing to accept outside employment related to or in the area of interest of their County position shall notify their supervisor of such employment. If the supervisor believes that the proposed outside employment may present a conflict with the employee's County duties, the supervisor shall provide the employee with written notice to that effect. Such notice shall set forth the reasons the supervisor believes the proposed activity to be in conflict with the employee's duties. If the employee is disciplined for engaging in employment that violates the above standard, they shall not be charged with failure to provide notice.

If an employee disagrees with a notice issued by the employee's supervisor pursuant to the above paragraph of this section, the employee may submit the matter to mediation pursuant to this paragraph:

1. The employee, with Association representation, may within 5 calendar days of the issuance of the supervisor's notice, submit a letter to the Board requesting mediation. The letter shall designate a

mediator selected by the Association who is a County employee, but is not an employee in the affected department or office.

2. Within 5 calendar days of receipt of the letter, the Board shall send a letter to the Association designating a second mediator who is a County employee, but is not an employee in the affected department or office.
3. Within 5 calendar days of issuance of the letter by the Board, the two selected mediators shall meet and select a third mediator who is a County employee, but not an employee in the affected department or office. The mediators shall set a date, time and place for a mediation hearing during which the supervisor and the employee may present testimony and argument to the mediators in support of their respective positions. Such meeting will be set within 10 calendar days.
4. Within 5 calendar days of the mediation hearing, the mediators shall issue a recommendation, a copy of which shall be forwarded to the employee, the supervisor, the Board and the Association.
5. Within 5 days of issuance of the recommendation, the supervisor shall issue a notice indicating whether the supervisor accepts or rejects the recommendation.
6. No grievance shall be submitted from any notice issued by a supervisor under this section unless the matter has first been submitted to mediation in accordance with the provisions of this section. The supervisor's notice will be considered "date of occurrence" for grievance purposes.

ARTICLE 21
STRIKES AND LOCKOUTS

Section 1 - Strike

The Association and the members of the bargaining unit, as individuals or as a group, will not initiate, cause or participate or join in any strike, work stoppage or slow down, picketing or any other restriction of work during the life of this Agreement. Disciplinary action, including discharge, may be taken by the County against any employee engaged in a violation of this Article.

Section 2 - Lockouts:

There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 22
SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court 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 agree to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

ARTICLE 23
WORKERS' COMPENSATION

Section 1 - Coverage:

Employees shall be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the County.

Section 2 - Day of Injury:

The day of injury shall be considered a work day, and the employee will receive the normal salary for that day.

Section 3 - Integration with Sick Leave:

Pursuant to ORS 656.240, the County, with the consent of the employee, may deduct from sick leave payments to the employee in amounts equal to benefits received by the employee under ORS 656.001 to 656.807, with respect to the same injury/illness that gave rise to the sick leave. Notwithstanding, the deduction of sick leave shall not exceed an amount determined by taking the employee's daily wage for the period, less daily time loss benefits received under ORS 656.001 to 656.807, divided by the employee's daily wage.

ARTICLE 24
JOB SHARING

Section 1:

Any employee who wishes to work in a job share position may make such a request to the department head or elected official. The department head or elected official may approve or deny the request based upon operating requirements of the department or office. No current employee shall be forced to participate in a job sharing position if participation results in a loss of salary or benefits. If approved, and one-half of the job sharing team decides to no longer job share, he/she must wait for a full-time position to become vacant if his/her previous position has been filled. If one of the participants resigns, the remaining one-half returns to full time.

Section 2:

Job share employees shall each work fifty percent (50%) of the regular full-time position. Each employee shall be eligible to receive one-half of the benefits enjoyed by a full-time regular employee.

ARTICLE 25
LIFE OF AGREEMENT AND TERMINATION

Section 1 - Life Of Agreement:

This Agreement between the parties shall be effective as of July 1, 2015 and shall remain in full force and effect until June 30, 2018 (December 31, 2018 for Health and Welfare Benefits). The initial salary schedule, which includes the 1.75% increase effective December 1, 2015 and is found in Exhibit A. During the term of this agreement, the modifications are as follows:

- a. FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2017:
The Salary Schedule then in effect shall be increased by 1.75%

- b. FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2018
The Salary Schedule then in effect shall be increased by 1.75%

Section 2 - Renewal Or Modification:

If either party wishes to renew or modify this agreement as of July 1, 2018, notification of such renewal or modification must be submitted in writing to the other party by February 1, 2018.

Section 3 - Effect During Negotiations:

This Agreement shall remain in full force and effect during the period of such negotiations except that if a new Agreement is not concluded by July 1, 2018, the Agreement may be terminated by giving the other party at least 30 days written notice of its intent to terminate the Agreement.

Section 4 - Termination:

This Agreement may be terminated at any time by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand this 9th day of DECEMBER 2015.

LINCOLN COUNTY EMPLOYEES
ASSOCIATION



President, LCEA

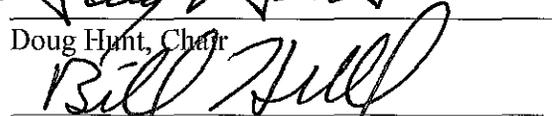


Kevin Keaney, LCEA Counsel

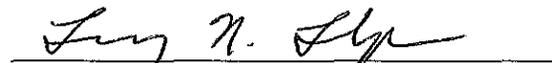
BOARD OF COMMISSIONERS



Doug Hunt, Chair



Bill Hall, Commissioner



Terry N. Thompson, Commissioner

EXHIBIT A

The attached classification grade schedule shall be attached to and made a part of this collective bargaining agreement and this exhibit. Changes, additions or deletions from this schedule shall be done in accordance with this agreement.

NOTE: The rates in the attached schedule are for 37.5- or 40-hour employees.

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**PAY RANGE & POSITION ASSIGNMENT
LINCOLN COUNTY EMPLOYEES ASSOCIATION**

Employees will receive an additional 1% over base pay after 10 years of service
and an additional 2.5% over base pay after 20 years of service
Effective: **DECEMBER 1, 2015**

RANGE 1		1	2	3	4	5	6	7	8	9	10	11
1.5	SAL/MTH	1426	1468	1512	1558	1604	1653	1702	1753	1806	1860	1916
1.2	HRLY	8.22	8.47	8.72	8.99	9.26	9.53	9.82	10.11	10.42	10.73	11.05
		No Positions Assigned										
RANGE 2		1	2	3	4	5	6	7	8	9	10	11
2.5	SAL/MTH	1540	1586	1633	1682	1733	1785	1838	1893	1950	2009	2069
2.2	HRLY	8.88	9.15	9.42	9.71	10.00	10.30	10.61	10.92	11.25	11.59	11.94
		No Positions Assigned										
RANGE 3		1	2	3	4	5	6	7	8	9	10	11
3.5	SAL/MTH	1663	1713	1764	1817	1871	1928	1985	2045	2106	2169	2235
3.2	HRLY	9.59	9.88	10.18	10.48	10.80	11.12	11.45	11.80	12.15	12.52	12.89
		No Positions Assigned										
RANGE 4		1	2	3	4	5	6	7	8	9	10	11
4.5	SAL/MTH	1796	1850	1905	1962	2021	2082	2144	2209	2275	2343	2413
4.2	HRLY	10.36	10.67	10.99	11.32	11.66	12.01	12.37	12.74	13.12	13.52	13.92
		No Positions Assigned										
RANGE 5		1	2	3	4	5	6	7	8	9	10	11
5.5	SAL/MTH	1939	1998	2058	2119	2183	2248	2316	2385	2457	2530	2606
5.2	HRLY	11.19	11.52	11.87	12.23	12.59	12.97	13.36	13.76	14.17	14.60	15.04
		No Positions Assigned										
RANGE 6		1	2	3	4	5	6	7	8	9	10	11
6.5	SAL/MTH	2095	2157	2222	2289	2357	2428	2501	2576	2653	2733	2815
6.2	HRLY	12.08	12.45	12.82	13.20	13.60	14.01	14.43	14.86	15.31	15.77	16.24
		No Positions Assigned										
RANGE 7		1	2	3	4	5	6	7	8	9	10	11
7.5	SAL/MTH	2262	2330	2400	2472	2546	2622	2701	2782	2866	2952	3040
7.2	HRLY	13.05	13.44	13.85	14.26	14.69	15.13	15.58	16.05	16.53	17.03	17.54
		No Positions Assigned										

RANGE 8		1	2	3	4	5	6	7	8	9	10	11
8.5	SAL/MTH	2443	2516	2592	2670	2750	2832	2917	3005	3095	3188	3283
8.2	HRLY	14.09	14.52	14.95	15.40	15.86	16.34	16.83	17.33	17.85	18.39	18.94
LI10	SAL/MTH	2468	2542	2618	2696	2777	2861	2946	3035	3126	3220	3316
8.2	HRLY	14.24	14.66	15.10	15.56	16.02	16.50	17.00	17.51	18.03	18.57	19.13
LI20	SAL/MTH	2504	2579	2657	2736	2818	2903	2990	3080	3172	3267	3365
8.2	HRLY	14.45	14.88	15.33	15.79	16.26	16.75	17.25	17.77	18.30	18.85	19.42
		459	Park Watchperson									
RANGE 9		1	2	3	4	5	6	7	8	9	10	11
9.5	SAL/MTH	2639	2718	2799	2883	2970	3059	3151	3245	3342	3443	3546
9.2	HRLY	15.22	15.68	16.15	16.63	17.13	17.65	18.18	18.72	19.28	19.86	20.46
LI10	SAL/MTH	2665	2745	2827	2912	2999	3089	3182	3278	3376	3477	3581
9.2	HRLY	15.37	15.84	16.31	16.80	17.30	17.82	18.36	18.91	19.48	20.06	20.66
LI20	SAL/MTH	2704	2786	2869	2955	3044	3135	3229	3326	3426	3529	3635
9.2	HRLY	15.60	16.07	16.55	17.05	17.56	18.09	18.63	19.19	19.77	20.36	20.97
		34	Transit Driver - Health and Human Services									
		250	Mail Clerk- IT Office Assistant									
RANGE 10		1	2	3	4	5	6	7	8	9	10	11
10.5	SAL/MTH	2850	2935	3023	3114	3207	3303	3403	3505	3610	3718	3830
10.2	HRLY	16.44	16.93	17.44	17.96	18.50	19.06	19.63	20.22	20.83	21.45	22.09
LI10	SAL/MTH	2878	2964	3053	3145	3239	3337	3437	3540	3646	3755	3868
10.2	HRLY	16.60	17.10	17.62	18.14	18.69	19.25	19.83	20.42	21.03	21.67	22.32
LI20	SAL/MTH	2921	3008	3099	3192	3287	3386	3488	3592	3700	3811	3925
10.2	HRLY	16.85	17.36	17.88	18.41	18.97	19.54	20.12	20.72	21.35	21.99	22.65
		22	Legal Secretary 2-Case Manager									
		137	Legal Secretary 2-Post Conviction									
		138	Legal Secretary 2-Trial Secretary									
		139	Legal Secretary 2-Data Support									
		207	Office Specialist-Juvenile									
		283	Office Assistant 2- Health Records									
		507-1	Office Assistant 2 - Mental Health Secretary									
		524-2	Bookkeeper 1- Payee Program									
		524-3	Bookkeeper-Office Assistant 2									
		526	Office Assistant 2 - Child & Family									
		527	Office Assistant 2 - Environmental Health									
		529-1	Office Assistant 2 - Lincoln City Health Center									
		529-2	Office Assistant 2 - Public Health									
		531-1	Office Assistant 2 - Mental Health									
		531-3	Office Assistant 2 - Developmental Disabilities									

RANGE 11		1	2	3	4	5	6	7	8	9	10	11
11.5	SAL/MTH	3078	3170	3265	3363	3464	3568	3675	3785	3899	4016	4136
11.2	HRLY	17.76	18.29	18.84	19.40	19.98	20.58	21.20	21.84	22.49	23.17	23.86
LI10	SAL/MTH	3108	3202	3298	3397	3498	3603	3712	3823	3938	4056	4177
11.2	HRLY	17.93	18.47	19.02	19.60	20.18	20.79	21.41	22.06	22.72	23.40	24.10
LI20	SAL/MTH	3155	3249	3347	3447	3550	3657	3767	3880	3996	4116	4239
11.2	HRLY	18.20	18.75	19.31	19.89	20.48	21.10	21.73	22.38	23.05	23.75	24.46
		23	Senior Legal Secretary									
		82	Deed Specialist									
		86	Assessment Specialist 2									
		144	Home Visitor									
		146	Clinic Assistant 2-WIC-Intrepreter									
		182	Permit Specialist									
		205	Office Assistant 2									
		257	Outreach and Enrollment Assistance Worker									
		532-3	Clinic Assistant 2-Certified Medical Assistant- LCHC-SBHC									
		535-3	Clinic Assistant 2-WIC									
		535-4	Clinic Assistant 2-Family Support Worker-Family Home Visiting									
		535-6	Clinic Assistant 2-School Based Health Center									
		577-1	Clinical Counselor 1-QMHA									
RANGE 12		1	2	3	4	5	6	7	8	9	10	11
12.5	SAL/MTH	3324	3424	3526	3632	3741	3853	3969	4088	4210	4337	4467
12.2	HRLY	19.18	19.75	20.34	20.95	21.58	22.23	22.90	23.58	24.29	25.02	25.77
LI10	SAL/MTH	3357	3458	3561	3668	3778	3892	4008	4129	4253	4380	4512
12.2	HRLY	19.37	19.95	20.55	21.16	21.80	22.45	23.13	23.82	24.53	25.27	26.03
LI20	SAL/MTH	3407	3509	3614	3723	3834	3950	4068	4190	4316	4445	4579
12.2	HRLY	19.66	20.24	20.85	21.48	22.12	22.79	23.47	24.17	24.90	25.65	26.41
		25	Caseworker Child Support									
		49	Senior Deputy Clerk									
		87	Assessment Specialist 3									
		153	Cartographic Technician 1									
		234	Senior Permit Specialist									
		331	Property Appraiser 1									
		452	Facilities Technician 1									
		457	Park Maintenance Worker									
		517	Material Supply Clerk									
		519	Bookkeeper 2									

RANGE 13		1	2	3	4	5	6	7	8	9	10	11
13.5	SAL/MTH	3590	3697	3808	3923	4040	4161	4286	4415	4547	4684	4824
13.2	HRLY	20.71	21.33	21.97	22.63	23.31	24.01	24.73	25.47	26.23	27.02	27.83
LI10	SAL/MTH	3626	3734	3846	3962	4081	4203	4329	4459	4593	4731	4872
13.2	HRLY	20.92	21.54	22.19	22.86	23.54	24.25	24.98	25.73	26.50	27.29	28.11
LI20	SAL/MTH	3679	3790	3904	4021	4141	4265	4393	4525	4661	4801	4945
13.2	HRLY	21.23	21.86	22.52	23.20	23.89	24.61	25.35	26.11	26.89	27.70	28.53
		18	Crime Victim Advocate									
		54	User Support Specialist									
		65	Tax Clerk 2-Personal Property Deputy									
		80	Personal Property Specialist									
		233	Juvenile Facility Counselor 1									
		322	Cartographer Technician 2									
		454	Maintenance Technician 3									
		542	Environmental Health Specialist Trainee									
		543	Environmental Health Specialist Trainee									
		552-1	Clinical Counselor 2-QHMA									
RANGE 14		1	2	3	4	5	6	7	8	9	10	11
14.5	SAL/MTH	3877	3993	4113	4236	4363	4494	4629	4768	4911	5058	5210
14.2	HRLY	22.37	23.04	23.73	24.44	25.17	25.93	26.71	27.51	28.33	29.18	30.06
LI10	SAL/MTH	3916	4033	4154	4279	4407	4539	4675	4816	4960	5109	5262
14.2	HRLY	22.59	23.27	23.97	24.68	25.43	26.19	26.97	27.78	28.62	29.48	30.36
LI20	SAL/MTH	3974	4093	4216	4342	4473	4607	4745	4887	5034	5185	5340
14.2	HRLY	22.93	23.61	24.32	25.05	25.80	26.58	27.37	28.20	29.04	29.91	30.81
		60	Tax Accounting Specialist									
		68	Treasurer Accounting Clerk									
		198	Clinic Counselor 3- Community Care Coordinator									*
		201	Juvenile Counselor 1									
		232	Juvenile Facility Counselor 2									
		323	Lead Digital Cartographer									
		332	Property Appraiser 2									
		361	Planner 2									
		514-3	Health Education Specialist									
		553-1	Clinical Counselor 3-Substance Abuse									*
		586	Developmental Disabilities Service Coordinator 3									*

RANGE 15		1	2	3	4	5	6	7	8	9	10	11
15.5	SAL/MTH	4187	4313	4442	4575	4713	4854	5000	5150	5304	5463	5627
15.2	HRLY	24.16	24.88	25.63	26.40	27.19	28.00	28.84	29.71	30.60	31.52	32.46
LI10	SAL/MTH	4229	4356	4486	4621	4760	4902	5050	5201	5357	5518	5683
15.2	HRLY	24.40	25.13	25.88	26.66	27.46	28.28	29.13	30.01	30.91	31.83	32.79
LI20	SAL/MTH	4292	4420	4553	4690	4830	4975	5125	5278	5437	5600	5768
15.2	HRLY	24.76	25.50	26.27	27.06	27.87	28.70	29.56	30.45	31.36	32.31	33.28
		53	Computer Technician									
		94	Property Manager									
		202	Juvenile Counselor 2									
		267	Developmental Disabilities Eligibility Specialist									*
		274	Developmental Disabilities Coordinator 4-Children's Services									*
		561-1	Clinical Counselor 4-QMHP									*
		587	Developmental Disabilities Service Coordinator-Adult Services									*
RANGE 16		1	2	3	4	5	6	7	8	9	10	11
16.5	SAL/MTH	4522	4658	4797	4941	5090	5242	5399	5561	5728	5900	6077
16.2	HRLY	26.09	26.87	27.68	28.51	29.36	30.24	31.15	32.09	33.05	34.04	35.06
LI10	SAL/MTH	4567	4704	4845	4991	5140	5295	5453	5617	5786	5959	6138
16.2	HRLY	26.35	27.14	27.95	28.79	29.66	30.55	31.46	32.41	33.38	34.38	35.41
LI20	SAL/MTH	4635	4774	4917	5065	5217	5373	5534	5701	5872	6048	6229
16.2	HRLY	26.74	27.54	28.37	29.22	30.10	31.00	31.93	32.89	33.87	34.89	35.94
		105-1	Detective - District Attorney									
		136	Community Health Nurse 2-MCH									
		175	Electrical Inspector									
		176	Combination Inspector									
		191	Mental Health Nurse									
		279	Behavioral Health Consultant									*
		333	Property Appraiser 3									
		334	Sales Data Analyst									
		363	Senior Planner									
		502-1	Community Health Nurse 2									
		502-2	Community Health Nurse 2-LCHC									
		502-3	Community Health Nurse 2- Nurse Family Partnership									
		502-4	Community Health Nurse 2-Public Health									
		502-8	Community Health Nurse 2-VA and LCHC									
		538	Environmental Health Specialist									
		539	Environmental Health Specialist									
		562-1	Clinical Counselor 5-QMHP									*

RANGE 17		1	2	3	4	5	6	7	8	9	10	11
17.5	SAL/MTH	4884	5030	5181	5337	5497	5662	5831	6006	6187	6372	6563
17.2	HRLY	28.18	29.02	29.89	30.79	31.71	32.66	33.64	34.65	35.69	36.76	37.87
LI10	SAL/MTH	4933	5081	5233	5390	5552	5718	5890	6066	6248	6436	6629
17.2	HRLY	28.46	29.31	30.19	31.10	32.03	32.99	33.98	35.00	36.05	37.13	38.24
LI20	SAL/MTH	5006	5156	5311	5470	5634	5803	5977	6157	6341	6531	6727
17.2	HRLY	28.88	29.75	30.64	31.56	32.50	33.48	34.48	35.52	36.58	37.68	38.81
		162 Senior Environmental Health Specialist										
RANGE 18		1	2	3	4	5	6	7	8	9	10	11
18.5	SAL/MTH	5274	5433	5596	5764	5936	6115	6298	6487	6682	6882	7088
18.2	HRLY	30.43	31.34	32.28	33.25	34.25	35.28	36.33	37.42	38.55	39.70	40.89
LI10	SAL/MTH	5327	5487	5652	5821	5996	6176	6361	6552	6748	6951	7159
18.2	HRLY	30.73	31.66	32.61	33.58	34.59	35.63	36.70	37.80	38.93	40.10	41.30
LI20	SAL/MTH	5406	5568	5736	5908	6085	6267	6455	6649	6849	7054	7266
18.2	HRLY	31.19	32.13	33.09	34.08	35.10	36.16	37.24	38.36	39.51	40.70	41.92
		No positions assigned										
RANGE 19		1	2	3	4	5	6	7	8	9	10	11
19.5	SAL/MTH	5696	5867	6043	6225	6411	6604	6802	7006	7216	7433	7655
19.2	HRLY	32.86	33.85	34.87	35.91	36.99	38.10	39.24	40.42	41.63	42.88	44.17
LI10	SAL/MTH	5753	5926	6104	6287	6475	6670	6870	7076	7288	7507	7732
19.2	HRLY	33.19	34.19	35.21	36.27	37.36	38.48	39.63	40.82	42.05	43.31	44.61
LI20	SAL/MTH	5839	6014	6194	6380	6572	6769	6972	7181	7396	7618	7847
19.2	HRLY	33.69	34.70	35.74	36.81	37.91	39.05	40.22	41.43	42.67	43.95	45.27
		No positions assigned										
RANGE 20		1	2	3	4	5	6	7	8	9	10	11
20.5	SAL/MTH	6152	6337	6527	6723	6924	7132	7346	7566	7793	8027	8268
20.2	HRLY	35.49	36.56	37.65	38.78	39.95	41.15	42.38	43.65	44.96	46.31	47.70
LI10	SAL/MTH	6214	6400	6592	6790	6993	7203	7419	7642	7871	8107	8351
20.2	HRLY	35.85	36.92	38.03	39.17	40.35	41.56	42.80	44.09	45.41	46.77	48.18
LI20	SAL/MTH	6306	6495	6690	6891	7097	7310	7530	7755	7988	8228	8475
20.2	HRLY	36.38	37.47	38.60	39.75	40.95	42.17	43.44	44.74	46.09	47.47	48.89
		No positions assigned										

PAY RANGE AND POSITION ASSIGNMENT CONTINUED

RANGE 21		1	2	3	4	5	6	7	8	9	10	11	
21.5	SAL/MTH	6644	6844	7049	7260	7478	7703	7934	8172	8417	8669	8929	
21.2	HRLY	38.33	39.48	40.67	41.89	43.14	44.44	45.77	47.14	48.56	50.02	51.52	
LI10	SAL/MTH	6711	6912	7119	7333	7553	7780	8013	8253	8501	8756	9019	
21.2	HRLY	38.72	39.88	41.07	42.31	43.57	44.88	46.23	47.62	49.04	50.52	52.03	
LI20	SAL/MTH	6810	7015	7225	7442	7665	7895	8132	8376	8627	8886	9153	
21.2	HRLY	39.29	40.47	41.68	42.93	44.22	45.55	46.92	48.32	49.77	51.27	52.80	
			154	Family Nurse Practitioner-SBHC									*
			515	Family Nurse Practitioner-LCHC									*
			521-1	Psychiatric Mental Health Nurse Practitioner									*
RANGE 22		1	2	3	4	5	6	7	8	9	10	11	
22.5	SAL/MTH	7176	7391	7613	7841	8076	8319	8568	8825	9090	9363	9644	
22.2	HRLY	41.40	42.64	43.92	45.24	46.59	47.99	49.43	50.92	52.44	54.02	55.64	
LI10	SAL/MTH	7248	7465	7689	7920	8157	8402	8654	8914	9181	9456	9740	
22.2	HRLY	41.81	43.07	44.36	45.69	47.06	48.47	49.93	51.42	52.97	54.56	56.19	
LI20	SAL/MTH	7355	7576	7803	8037	8278	8527	8783	9046	9317	9597	9885	
22.2	HRLY	42.43	43.71	45.02	46.37	47.76	49.19	50.67	52.19	53.75	55.37	57.03	
			No Positions Assigned									*	
RANGE 23		1	2	3	4	5	6	7	8	9	10	11	
23.5	SAL/MTH	7750	7982	8222	8469	8723	8984	9254	9531	9817	10112	10415	
23.2	HRLY	44.71	46.05	47.43	48.86	50.32	51.83	53.39	54.99	56.64	58.34	60.09	
LI10	SAL/MTH	7827	8062	8304	8553	8810	9074	9346	9627	9915	10213	10519	
23.2	HRLY	45.16	46.51	47.91	49.35	50.83	52.35	53.92	55.54	57.20	58.92	60.69	
LI20	SAL/MTH	7944	8182	8427	8680	8941	9209	9485	9770	10063	10365	10676	
23.2	HRLY	45.83	47.20	48.62	50.08	51.58	53.13	54.72	56.36	58.05	59.80	61.59	
			No Positions Assigned									*	
RANGE 24		1	2	3	4	5	6	7	8	9	10	11	
24.5	SAL/MTH	8370	8621	8880	9146	9420	9703	9994	10294	10603	10921	11248	
24.2	HRLY	48.29	49.74	51.23	52.77	54.35	55.98	57.66	59.39	61.17	63.00	64.89	
LI10	SAL/MTH	8454	8707	8968	9237	9515	9800	10094	10397	10709	11030	11361	
24.2	HRLY	48.77	50.23	51.74	53.29	54.89	56.54	58.23	59.98	61.78	63.63	65.54	
LI20	SAL/MTH	8579	8836	9102	9375	9656	9946	10244	10551	10868	11194	11530	
24.2	HRLY	49.49	50.98	52.51	54.08	55.71	57.38	59.10	60.87	62.70	64.58	66.52	
			No Positions Assigned									*	

PAY RANGE AND POSITION ASSIGNMENT CONTINUED

RANGE 25		1	2	3	4	5	6	7	8	9	10	11
25.5	SAL/MTH	9039	9311	9590	9878	10174	10479	10794	11117	11451	11794	12148
25.2	HRLY	52.15	53.72	55.33	56.99	58.70	60.46	62.27	64.14	66.06	68.04	70.09
LI10	SAL/MTH	9130	9404	9686	9976	10276	10584	10902	11229	11565	11912	12270
25.2	HRLY	52.67	54.25	55.88	57.56	59.28	61.06	62.89	64.78	66.72	68.73	70.79
LI20	SAL/MTH	9265	9543	9830	10125	10428	10741	11063	11395	11737	12089	12452
25.2	HRLY	53.45	55.06	56.71	58.41	60.16	61.97	63.83	65.74	67.71	69.75	71.84
No Positions Assigned											*	
RANGE 26		1	2	3	4	5	6	7	8	9	10	11
26.5	SAL/MTH	9763	10055	10357	10668	10988	11318	11657	12007	12367	12738	13120
26.2	HRLY	56.32	58.01	59.75	61.55	63.39	65.29	67.25	69.27	71.35	73.49	75.69
LI10	SAL/MTH	9860	10156	10461	10775	11098	11431	11774	12127	12491	12865	13251
26.2	HRLY	56.89	58.59	60.35	62.16	64.03	65.95	67.92	69.96	72.06	74.22	76.45
LI20	SAL/MTH	10007	10307	10616	10935	11263	11600	11949	12307	12676	13056	13448
26.2	HRLY	57.73	59.46	61.25	63.08	64.98	66.93	68.93	71.00	73.13	75.33	77.59
No Positions Assigned											*	