

MEMORANDUM OF UNDERSTANDING

RECOGNITION OF JUNETEENTH

MOU 626-22-01

This agreement is by and between Lane County, hereinafter referred to as COUNTY, Lane County Public Works Association Local 626, hereinafter referred to as ASSOCIATION, regarding the recognition of Juneteenth as a paid holiday for eligible employees.

1. It is the intention of the COUNTY to provide Juneteenth (June 19) as a paid holiday for all eligible employees in accordance with current holiday practices under the Administrative Procedures Manual Chapter 3, Section 34 and the Collective Bargaining Agreement.
2. Article 11, Section 1 (A) of the labor agreement, will be modified to include "Juneteenth (June 19)".
3. All other terms under the current Collective Bargaining Agreement and Memorandums of Understanding shall remain in effect unless otherwise mutually modified and agreed to by both the ASSOCIATION and the COUNTY.
4. This agreement in no way sets a precedent for future agreements.
5. The parties agree to memorialize this agreement during successor negotiations in 2022.
6. This agreement shall be effective following signatures of both parties.

For the ASSOCIATION:

For the COUNTY:



Damon Pocholec, President
Local 626

5/2/22


Date



Inga Wood
Lane County Labor Relations Manager

5/2/2022

Date



Dan Hurley, Director
Lane County Public Works

Date

Digitally signed
by Daniel M.
Hurley
Date:
2022.05.02
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MEMORANDUM OF UNDERSTANDING

Probationary Employee Personal Gear Allowance

MOU 626-22-05

This agreement is by and between Lane County, hereinafter referred to as COUNTY, Lane County Public Works Association Local 626, hereinafter referred to as ASSOCIATION, regarding providing personal gear reimbursement for probationary employees in regular positions.

1. The parties agree, to modify the 2022-2025 Collective Bargaining Agreement as follows:

Article 7

"Section 5 - Personal Gear

- (A) The COUNTY will reimburse non-probationary regular and promotional probationary regular employees up to three hundred fifty dollars (\$350) in a fiscal year for work-related personal gear, such as gloves, boots and rain gear.
- (B) The COUNTY will reimburse probationary regular employees up to three hundred fifty dollars (\$350) in a fiscal year for work-related personal gear, such as gloves, boots and rain gear. If an employee voluntarily separates prior to the completion of the probationary period, the employee will reimburse the COUNTY a prorated amount of the expenditure, based on the length of service after receiving the funds. Employees receiving this reimbursement will authorize the COUNTY to deduct the reimbursement amount from their final paycheck deduction and/or seek reimbursement by other means in accordance with Oregon wage law.
- ~~(B)~~(C) The COUNTY may require that employees wear such work-related personal gear.
- ~~(C)~~(D) Questions concerning the adequacy of work-related personal gear will be referred to the Department's Safety Committee. The decision of the Department's Safety Committee will be binding on the COUNTY and the employee."

2. The parties agree to memorialize this Agreement during successor negotiations in 2025.
3. All other terms under the current Collective Bargaining Agreement and Memorandums of Understanding shall remain in effect unless otherwise mutually modified and agreed to by both the ASSOCIATION and the COUNTY.
4. This agreement shall be effective following signatures of both parties.

For the ASSOCIATION:

For the COUNTY:



Damon Pocholec, President
Local 626

11/30/22

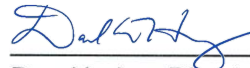
Date



Krysten Mayfair, AIC for Inga Wood
Sr. Labor Relations Analyst

12/6/2022


Date



Dan Hurley, Director
Lane County Public Works

11/30/22

Date



Steve Mokrohisky
County Administrator

12/06/22

Date

MEMORANDUM OF UNDERSTANDING

Collective Bargaining Agreement Amendment
MOU 626-23-01

This agreement is by and between Lane County, hereinafter referred to as COUNTY, Lane County Public Works Association Local 626, hereinafter referred to as ASSOCIATION, regarding an amendment to the 2022-2025 Collective Bargaining Agreement (CBA) to memorialize changes related to Paid Leave Oregon and updates to other leaves.

The parties agree:

1. To modify the CBA in accordance with the attached redline version of Article 11.
2. Nothing in this agreement shall be construed as creating any precedent between parties in any other matters, arbitration proceedings, administrative proceedings or other legal proceedings involving the COUNTY and the ASSOCIATION.
3. The parties agree to memorialize this agreement during successor negotiations in 2025.
4. This agreement shall be effective following signatures of both parties.

For the ASSOCIATION:



Damon Pocholec, President
Local 626

6/1/23

Date

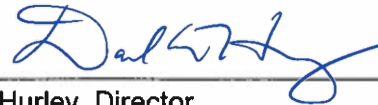
For the COUNTY:



Inga Wood
Lane County Labor Relations Manager

6/2/2023

Date



Dan Hurley, Director
Lane County Public Works

6/2/23

Date

ARTICLE 11

LEAVE TIME AND HOLIDAYS

Section 1 - Holidays

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

New Year's Day	Martin Luther King's Birthday
President's Day (3rd Monday in February)	(3rd Monday in January)
Memorial Day (Last Monday in May)	Labor Day (1st Monday in September)
Juneteenth (June 19)	Veteran's Day (November 11)
Independence Day	Thanksgiving Day
	Christmas Day

- (B) Qualifications

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

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

- (C) Holiday Pay

- (1) Full time eligible bargaining unit employees will be compensated for each holiday as follows:
 - (a) When a bargaining unit employee has requested and is regularly working on an alternate work schedule while other employees within the same division are working a five (5) day, eight (8) hour work schedule will have the option of reverting to a five (5) day, eight (8) hour schedule on a week including a holiday or of remaining on the alternate schedule and using two (2) hours of accrued Time Management or compensatory time to supplement the eight hours of holiday time off.
 - (b) When bargaining unit employees are required by the **COUNTY** to work a four (4) day, ten (10) hour work schedule or all of the bargaining unit employees within the Division are on a four (4) day, ten (10) hour schedule, the eligible employees' will receive ten (10) hours compensation for the holiday.
- (2) Part time eligible bargaining unit employees will be compensated for holidays on a pro rata basis using the percentage of full time the employees' hours paid in the previous two (2) pay periods as a base.

- (3) Compensation for holidays will be as per the following:
- (a) Pay for each holiday which falls on a day the employee otherwise would work.
 - (b) In addition to compensation under (a) above, an employee required to work on a holiday will receive one and one-half (1-1/2) times the regular straight time rate for all work performed on the holiday. If the employee requests, alternate time off with pay at a mutually convenient time will be granted in lieu of (a) above.
- (4) Employees called to work on the holiday, but who do not report, will forfeit holiday pay unless such absence is excused.

(D) Holidays on Day off

Whenever a holiday will fall on an employees scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) will be designated as the holiday. Whenever the holiday falls equally between workdays, the last workday before the Holiday will be designated as the holiday.

(E) Holiday During Leave

Should an employee be on authorized paid leave when a holiday occurs, such holiday will not be charged against such leave or vacation.

(F) Friday Following Thanksgiving

The Friday following Thanksgiving, though not to be construed as a holiday for pay purposes, will be considered a day off with pay except for those employees required by the **COUNTY** to report for work. Employees so required to work will be given an alternate day off at the mutual convenience of the **COUNTY** and the affected employee. The alternate day must be taken between the Friday following Thanksgiving and the end of the fiscal year.

Section 2 - Time Management

(A) Purpose

It is the purpose of the employee time management program to provide employees with a leave with pay program that is easy to understand, minimizes impact to **COUNTY** operations, is responsive to individual needs, and easy to administer.

(B) Eligibility

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

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

(C) Accumulation

Eligible employees whose most recent hire date is on or before December 31, 2015 will accumulate earned leave, based on full-time status, at the following rates:

Months of Service	Bi-Weekly Earned Leave Accumulation
0-24 mos. (0-2 yrs.)	7.077 hrs./pay period
25-48 mos. (2 to 4 yrs.)	8.000 hrs./pay period
49-108 mos. (4 to 9 yrs.)	8.923 hrs./pay period
109-168 mos. (9 to 14 yrs.)	9.846 hrs./pay period
169-228 mos. (14 to 19 yrs.)	10.769 hrs./pay period
229-288 mos. (19 to 24 yrs.)	11.692 hrs./pay period
289 mos. + (24 + yrs.)	12.615 hrs./pay period

Eligible employees whose most recent hire date is on or after January 1, 2016 will accumulate earned leave based on full time status, at the following rates:

Months of Service	Bi-Weekly Earned Leave Accumulation
0 - 12 mos. (0 to 1 yr.)	6.154 hrs./pay period
13 - 24 mos. (1 to 2 yrs.)	7.077 hrs./pay period
25 - 48 mos. (2 to 4 yrs.)	8.000 hrs./pay period
49 - 108 mos. (4 to 9 yrs.)	8.923 hrs./pay period
109 - 168 mos. (9 to 14 yrs.)	9.846 hrs./pay period
169 - 228 mos. (14 to 19 yrs.)	10.769 hrs./pay period
229 - 288 mos. (19 to 24 yrs.)	11.692 hrs./pay period
289 mos. + (24 + yrs.)	12.615 hrs./pay period

(D) Part Time Employees

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

(E) Existing Vacation

- (1) Employees with an existing vacation balance will have the option of charging leave to either the vacation balance or the time management balance.
- (2) Upon the termination of an employee, or in the event of the death of an employee, the employee's vacation balance will be paid.

(F) Usage

- (1) During the course of the year, absences from work for any reason other than on-the-job illness or injury covered by Worker's Compensation, disability leave as provided for in Section 4 of this Article, or paid holiday will be charged against the employee's

accrued leave balance. Earned leave will accrue whenever an employee is on pay status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.

- (2) All accrued time management and compensatory time will be used prior to requesting leave without pay, this includes approved FMLA and/or OFLA leaves.

(G) Maximum Accumulation

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

(H) Termination

After six (6) months of service, upon termination of an employee the employee's accrued time management leave balance as of the date of termination will be paid out at fifty percent (50%) of the balance at the current rate of pay.

(I) Death

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

(J) Scheduling

- (1) Employees will, whenever possible, request time-off in advance by at least fifty percent (50%) of the requested time off. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor prior to the start of the employee's shift, unless circumstances prevent the employee from doing so. If there is a situation that requires the employee to leave their worksite after the start of their scheduled shift, the employee shall notify their supervisor prior to leaving the workplace as appropriate per workgroup (examples include, but are not limited to: in-person, phone call, email, or text message).
- (2) Substantiation of illness, injury or emergency may be required by the **COUNTY** when a pattern of excessive use of time management without prior supervisor approval interfering with operations has been documented. Failure to provide satisfactory substantiation may result in disciplinary action pursuant to Article 5, DISCIPLINE AND DISCHARGE, of this Agreement.
- (3) Supervisors shall respond in a timely fashion to written requests for leave. Requests for leave shall be deemed to be approved if not denied within fourteen (14) days of receipt for requests submitted more than two (2) months ahead, within seven (7) days

for requests submitted two (2) weeks to two (2) months ahead, and within fifty percent (50%) of advance time for requests submitted less than two (2) weeks ahead. All leave requests shall be on a first come, first served basis.

- (4) Leave shall be scheduled by the **COUNTY** based primarily upon the needs of efficient operation, the availability of relief, and being responsive to the needs of the employee to use earned leave. Employees shall be responsible for planning and initiating requests for leave. Supervisors will make a good faith effort to accommodate all leave requests. Requests made more than one (1) week in advance or fifty percent (50%) of the time off requested, whichever is greater, will be granted under normal circumstances, provided that the number of employees gone simultaneously is not excessive. For purposes of the Section, the phrase "normal circumstances" is not intended to apply to periodic times of high workload demands, but intended to apply to consistent workloads that are quite heavy as result of layoffs or other general staffing shortages.

(K) Conversion

- (1) After six (6) months of service, employees may sell accrued time management hours subject to the following restrictions:
 - (a) The maximum number of time management hours that can be paid out in a calendar year cannot be greater than the number of hours taken in that same calendar year or eighty (80) hours whichever is the lesser.
 - (b) The time management leave hours must be either scheduled or used prior to the conversion of any accrued time management hours.
- (2) Subsection (1) above notwithstanding, during the last three (3) years prior to PERS retirement eligibility, employees may sell up to two hundred (200) hours per year of their annual leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this benefit in more than three (3) years.

(L) Layoff/Recall

- (1) Employees laid off may sell back up to a maximum of eighty (80) hours of time management on a one to one basis, including any time management they may have already sold back in that year, regardless of whether or not they have taken or scheduled eighty (80) hours of time management,
- (2) Employees who are recalled from layoff may buy back, within six (6) months of recall, all or part of their previous time management balance at the rate in effect at the time they are recalled at the same ratio at which they were paid out.

Section 3 - Occupational Illness or Injury

In the event of a leave of absence due to an illness or injury covered by Workers' Compensation, the following will apply:

- (A) Employees in regular positions who sustain an injury or illness compensable by Workers' Compensation and are unable to perform their assigned duties will be paid their regular

salary, minus any applicable employee contributions, for lost time the first ninety (90) calendar days of the employee's on the job illness or injury; thereafter as prescribed by Oregon Workers' Compensation Law. Such time shall not be charged against any earned leave balance.

- (B) In addition to employees serving in regular positions, section 3 (A) will apply to part-time bargaining unit employees who are regularly scheduled to work year round between 520 and 1040 hours per year in positions which otherwise meet the definition of "regular employee" under the terms of this agreement.
- (C) In addition to employees serving in regular positions, section 3 (A) will apply to Employees working in an extra help or seasonal capacity, up to a maximum of three (3) days per occurrence.

Section 4 – Paid Leave Oregon

- (A) An employee who has a qualifying life event and is eligible, as defined by ORS 657B.010, or their designee, must notify the State of Oregon and the COUNTY of the need to take Paid Leave Oregon (PLO) leave thirty (30) days before a foreseeable qualifying reason. In an emergency, an employee, or their designee, must notify the COUNTY of the need to take PLO within twenty four (24) hours of the commencement of the leave and must provide written notice within three (3) days of starting leave.
- (B) As outlined in the Administrative Procedures Manual (APM) Chapter 3, Section 35, employee's may be eligible for a maximum of twelve (12) weeks of PLO per benefit year, with an additional two (2) weeks for limitation related to pregnancy.
- (C) Replacement wages will be paid by the State of Oregon. If the replacement wages do not equal the employee's gross base wage, the employee may choose to offset the reduction from their regular pay by charging time to their accrued leaves. Employees may also be eligible for Non-Occupational Disability Leave as outline is Section 5 below.
- (D) Employees who are on PLO leave shall not accrue Time Management, however if employees supplement PLO payments, they will accrue TM only on used accrued leave hours.
- (E) PLO, Non-Occupational Disability Leave, and FMLA/OFLA leaves run concurrently, unless otherwise prescribed by law. See the COUNTY's APM for more information.
- (A)(F) An employee who has been employed for at least ninety (90) calendar days is entitled to return to the position they held prior to the start of leave if that position still exists. If the position no longer exists, the employee must be restored to any available equivalent position with equivalent benefits, pay and other terms and conditions of employment. If an equivalent position does not exist, layoff and recall provisions under Article 16 of this Agreement will apply.

Section 45 – Non-Occupational Disability Leave

- (A) After the first of the month following six (6) months of employment ~~After completion of six (6) months of employment~~ and Paid Leave Oregon (PLO) coverage has been determined, or notification of intent to not file has been received, if a non-occupational illness or injury

exceeds eighty (80) hours elimination period, the **COUNTY** will provide compensated time off at the regular rate of pay for the first two (2) weeks of disability, or any part thereof; at ninety percent (90%) for the next two weeks or any part thereof; at eighty per cent (80%) pay for the next two (2) weeks, or any part thereof; at seventy percent (70%) for the next two weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) for any remaining disability period.

~~(A)~~(B) All disability leave pay is less any workers compensation or PLO benefits for which the employee may be ~~entitled-receiving~~ following the eighty (80) hour elimination period until the employee is released to return to work up to a maximum of ninety (90) calendar days from the first day of absence. Time management leave used during the first eighty (80) hour elimination period will be charged against the employee's time management leave balance. If an employee returns to work, but is then off for the same illness or injury within the ninety (90) day period, the time off will be charged to disability leave as provided for in this paragraph. However, an employee whose disability leave exceeds two weeks beyond the elimination period and has provided the required PLO claim information or submitted a signed statement of intent to not file for PLO, thereby becoming eligible for a reduced percentage of pay, will offset the reduction from their regular pay by charging time to their accrued time management. An employee must provide Paid Leave Oregon (PLO) claim information to the designated absence management provider or submit a signed statement of intent to not file for PLO, in order for STD payments to be calculated. (Pregnancy is exempted from the six month waiting period.) Employees who have exhausted the ninety (90) calendar days short-term disability leave and who have a medical prognosis to be able to return to full duty within the next ninety (90) calendar days may request up to an additional ninety (90) consecutive calendar days of leave without pay.

~~(B)~~(C) Once an employee has received benefits under this provision, the employee will not be eligible to use time management leave for non-occupational disability purposes again until after they have returned to work and subsequently suffered another illness or injury.

~~(C)~~(D) It is understood that disability leave for any reason will not exceed that period during which the employee is in fact physically unable to return to work, as substantiated by the employee's physician.

~~(D)~~(E) Employees who are on disability leave will not accrue Time Management, however if employees supplement PLO payments, they will accrue TM only on used accrued leave hours.

~~(E)~~(F) Employees in limited duration positions may elect to self pay for the short-term disability and long-term disability insurance coverage under this section.

~~(F)~~(G) An employee's employment may be terminated because of a disability and/or exhaustion of protected leaves which precludes the employee from the performance of the essential duties of their job on a regular full time basis. Prior to termination such action is subject to a disability leaves exhaustion (DLEX) meeting.

Section 56 - Substantiation

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

Section 67 - Bereavement

All regular employees will be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) work days (need not be consecutive) pay, or if out-of-state travel is required, one (1) work weeks' pay, at the regular straight time hourly rate. The **COUNTY** may require verification of the family status. Immediate family will be defined as mother, father, spouse, Registered Domestic Partner, domestic partner (affidavit on file), parent of a domestic partner, sister, brother, child (biological, adopted, foster, step-child, or the child of an employee's registered domestic partner), grandparent, grandparent in-law, great-grandparent, step-grandparent, grandchild, stepmother, stepfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law, great-grandparent-in-law, parent of registered domestic partner, a person with whom the employee is or was in a relationship of in loco parentis, any other relative residing in the employee's immediate household, or any other relationships as defined in the Administrative Procedures Manual. Leave must be taken within ~~thirty (30) days~~ **twelve (12) months** of the death. An employee may also be entitled to OFLA bereavement leave. This OFLA bereavement runs consecutively to **COUNTY** paid bereavement leave and is unpaid unless the employee elects to use time management. OFLA bereavement leave must be taken within sixty (60) days of the death and only for those individuals recognized by OFLA as immediate family.

Section 7-8 - Jury Duty

An employee called for jury duty, or subpoenaed as a third party or state's witness in any municipal, County, state or Federal Court will, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be reimbursed for loss of wages incurred as a result of such service. Employees called for jury duty on a day when they are not scheduled to work will be allowed to retain fees paid to the employee by the court for such service. The **COUNTY** will not change an employee's normal work shift because of jury duty.

Section 8-9 - Leave of Absence

- (A) Leave of absence for good cause may be granted by the **COUNTY** provided that such leaves do not significantly disrupt normal **COUNTY** operations. Good cause will include, but will not be limited to, the following reasons:

- Jury Duty
- Death in the Family
- Military Service
- Medical Reasons
- Peace Corps Service
- Union Business

- (B) Leaves of absence will be without pay except as specified elsewhere in this Agreement.
- (C) No payment for any leave of absence will be made until such leave has been properly approved. Requests for such leaves will be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave.
- (D) With the exception of military active duty, Peace Corps, and **UNION** leave granted in

accordance with Article 4, Section 1(F), a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator.

- (E) An employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, will be considered as having resigned, and the position will thereupon be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reasons of sickness, physical disability, or any other legitimate reason acceptable to the **COUNTY** beyond the control of the employee, and has received approval for an extension of such leave.
- (F) Military leave with pay may be extended to an regular status employee, or any other employee who has been employed for six (6) months or more, ~~and~~ who is a member of the National Guard or of any reserve component of the Armed Forces, for a period not to exceed fifteen (15) consecutive calendar days or eleven (11) work days in any military fiscal year. The training year coincides with the federal fiscal year (October 1 – September 30).

Section 9 - Unexcused Absence

Absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant or leave of absence under the provisions of this Agreement, will be deemed to be an unexcused absence without pay and subject to disciplinary action, including discharge.

Section 10 - Subrogation

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

MEMORANDUM OF UNDERSTANDING

Worker/Trainee Classifications Clarification

MOU 626-23-03

This agreement is by and between Lane County, hereinafter referred to as COUNTY, Lane County Public Works Association Local 626, hereinafter referred to as ASSOCIATION, regarding adding a job code to the Worker/Trainee classifications for purposes of distinguishing the designation.

1. It is the intention of the COUNTY to add job codes to existing classifications as follows and outlined in the attached redline versions of the classification descriptions:
 - a. Road Maintenance Worker/Trainee – Currently I002
Job Code I002 will be designated for Road Maintenance Worker
Job Code I002F will be added and designated as Road Maintenance Trainee
 - b. Solid Waste Worker/Trainee – Currently I032
Job Code I032 will be designated for Solid Waste Worker
Job Code I032F will be added and designated as Solid Waste Trainee
2. The parties mutually agree to modify the 2022-2025 Collective Bargaining Agreement to reflect these changes, as outlined in the attached redline documents for Article 1 Recognition and Attachment A Bumping Order.
3. In accordance with Article 1, Section 1 of the labor agreement, we believe this is mutually beneficial for the COUNTY and the employees represented by the ASSOCIATION.
4. All other terms under the current Collective Bargaining Agreement and Memorandums of Understanding shall remain in effect unless otherwise mutually modified and agreed to by both the ASSOCIATION and the COUNTY.
5. This agreement in no way sets a precedent for future agreements.
6. The parties agree to memorialize this agreement during successor negotiations in 2025.
7. This agreement shall be effective following signatures of both parties.

For the ASSOCIATION:

For the COUNTY:



Damon Pocholec, President
Local 626

7/25/23
Date



Inga Wood
Lane County Labor Relations Manager

7/25/23
Date



Dan Hurley, Director
Lane County Public Works

7/25/23

Date

ARTICLE 1
RECOGNITION

Section 1 - Recognition

- (A) For the purposes of collective bargaining with respect to wages, hours, benefits and other employment relations matters, the **COUNTY** recognizes the **UNION** as the sole and exclusive representative of all employees classified as indicated in Schedule B, exclusive of persons so employed and classified but in a supervisory or confidential capacity.
- (B) Further, part-time employees who work on a year-round basis, but who are regularly scheduled to work 520 hours or less per year will be considered "extra help" and not be eligible for regular status. Such employees will also not be eligible and qualified for any rights or benefits under the Agreement which are reserved for regular probationary or non-probationary employees, including but not limited to, advancements within the wage range provided in the Agreement (Article 10, Section 2)
- (C) ATTACHMENT "A": Those employees of Lane County listed as follows:

Mechanic 1, Mechanic 2, Sr. Mechanic
Park Maintenance 1, Park Maintenance 2, Sr. Park Maintenance
Road Maintenance Worker, Trainee, Operator, Sr. Operator, Specialist
Solid Waste Worker, Trainee, Operator, Sr. Operator
General Laborer
Fleet Purchasing Specialist, Sr. Fleet Purchasing Specialist
Shop Utility Worker

Section 2 - Division of Labor

Work historically performed by bargaining unit members will not normally be performed by non-bargaining unit employees. This is not to be construed to change existing practice where, for example, a supervisor or lead worker may perform bargaining unit duties as part of their regular work assignment. Supervisors and managers will not perform bargaining work in excess of five (5) hours per week. Non-bargaining unit Lead workers will not perform bargaining unit work more than fifty percent (50%) of their time. Any work performed for training purposes in excess of five (5) hours per week will be documented. Supervisors performing bargaining unit work will be proficient in processes and equipment.

Nothing in this section will be construed as to limit the **COUNTY** from utilizing other persons to deal with emergency situations.

ATTACHMENT A

Classification Series & Bumping Order

Job Code	Primary Classification/Series	Secondary Classification
I004 I003 I002/ <u>I002F</u> I001	Road Maintenance Sr Operator Road Maintenance Operator Road Maintenance Worker/Trainee General Laborer	Solid Waste Operator/ Park Maintenance 2 Solid Waste Wrkr/Park Maintenance 1 Shop Utility Wrkr
I034 I033 I032/ <u>I032F</u> I001	Solid Waste Sr Operator Solid Waste Operator Solid Waste Worker/Trainee General Laborer	Road Maintenance Operator /Park Maintenance 2 Road Maintenance Wrkr / Park Maintenance 1 Shop Utility Wrkr
I007 I028 I006 I001	Sr. Park Maintenance Park Maintenance 2 Park Maintenance 1 General Laborer	Road Maintenance Wrkr/Solid Waste Wrkr Shop Utility Wrkr
I012-I011 I010 I031 I001	Sr. Mechanic – Mechanic 2 Mechanic 1 Shop Utility Worker General Laborer	Roads Operator/Waste Operator/Park Maintenance 2 Roads Wrkr/Waste Wrkr/Park Maintenance 1
C044 C039	Sr. Fleet Services Purchasing Specialist Fleet Services Purchasing Specialist	



LANE COUNTY
I002, I002F
Updated 02/07/02
Updated 11/17/06
Updated 10/15/2019
Updated XX/XX/2023

**ROAD MAINTENANCE WORKER/
ROAD MAINTENANCE TRAINEE**

CLASS SUMMARY:

To perform unskilled or semi-skilled manual tasks and operation of light equipment.

CLASS CHARACTERISTICS: This is the entry level class in the Road Maintenance series. This class is distinguished from the Road Maintenance Equipment Operator by the performance of the more routine tasks and duties assigned to positions within this series. Employees at this level are not expected to perform with the same independence of direction and judgment on matters related to established procedures and guidelines as are positions allocated to the Operator level. Accordingly, employees may have only limited work experience. Employees work under immediate supervision while learning job tasks. Note: Specific positions within this classification may be designated as “trainee” positions (I002F), and filled as such.

SUPERVISION RECEIVED AND EXERCISED: Receives supervision from a Maintenance Supervisor, and technical and functional supervision from a Lead Worker or Road Maintenance Specialist. Receives technical and functional field supervision from the Road Maintenance Senior Operator.

TYPICAL CLASS ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

- | | |
|----|--|
| 1. | Directs traffic on road projects or in road maintenance. |
| 2. | Performs general manual/mechanical labor digging ditches, cleaning and installing culverts or drain tiles, cutting or burning brush, removing obstacles from roadway and adjacent areas. |
| 3. | Performs simple manual work connected with patching and repairing of roadways, bridge construction, road construction. |
| 4. | Operates light equipment related to road maintenance and construction activities, such as pickup trucks, lawnmowers, etc. |
| 5. | Performs clean up and maintenance work in shops, offices and grounds. |
| 6. | May perform Road Maintenance Operator duties in a training capacity, provided any required licenses and related requirements have been obtained. |

LANE COUNTY
Road Maintenance Worker/Trainee (Continued)

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Knowledge of (position requirements at entry):

- Methods and materials used in road maintenance and construction.
- Basic safety practices and procedures.

Ability to (position requirements at entry):

- Operate light equipment.
- Perform strenuous physical labor in sometimes adverse weather conditions.
- Understand and follow written and oral instructions.
- Understand and apply County policies and procedures.

Training and Experience (positions in this class typically require):

Formal or informal education or training which ensures the ability to read and write at a level necessary for successful job performance. One year of experience in the operation of light equipment or performing unskilled or semi-skilled tasks. An equivalent combination of experience and training that will demonstrate the required knowledge and abilities is qualifying.

Licensing Requirements (positions in this class may require):

Possession of a valid Oregon Driver's license at the time of hire.

TRAINEE POSITIONS

At the discretion of the Department, some positions in this classification may be designated as trainee (1002F) positions at the time they are posted. It is the responsibility of the employee in a designated trainee position to obtain an Oregon Class A CDL, medical card, and required CDL endorsements by the end of the probationary period.

NOTE: This position is represented by Lane Co Assoc. Local 626.

Classification History:

FLSA Status: Non-Exempt.

Modified from Road Maintenance 1 and updated per BO 19-10-15-09.

Updated XX/XX/2023 – added job code to distinguish between worker and trainee designation.



LANE COUNTY
I032, I032F
Established 10/15/19
Updated XX/XX/23

**SOLID WASTE WORKER/
SOLID WASTE TRAINEE**

CLASS SUMMARY:

To perform unskilled or semi-skilled manual tasks and operation of light equipment.

CLASS CHARACTERISTICS: This is the entry level class in the Solid Waste series. This class is distinguished from the Solid Waste Operator by the performance of the more routine tasks and duties assigned to positions within this series. Employees at this level are not expected to perform with the same independence of direction and judgment on matters related to established procedures and guidelines as are positions allocated to the Operator level. Accordingly, employees may have only limited work experience. Employees work under immediate supervision while learning job tasks. Note: Specific positions within this classification may be designated as "trainee" positions (I032F), and filled as such.

SUPERVISION RECEIVED AND EXERCISED: Receives supervision from a Maintenance Supervisor, and technical and functional supervision from a Lead Worker. Receives technical and functional supervision from a Solid Waste Operator or Solid Waste Senior Operator.

TYPICAL CLASS ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

1. Assists transfer site and landfill customers, applying relevant policies and procedures related to safety; prohibited and hazardous wastes; acceptable recycling and waste preparation policies; and site usage rules.
2. Receives, sorts and packages recyclable materials for shipment to processors. Directs and assists customers at Waste Management Division transfer sites or the landfill.
3. Performs transfer site and landfill site maintenance duties, including general manual/mechanical labor, picking up litter, mowing, weed trimming, fence maintenance and repair and other site maintenance duties.
4. Operates light equipment related to waste management facility activities, such as lawnmowers, forklifts, string trimmers, pickup trucks, powered pallet jacks and similar powered tools and equipment.
5. Performs clean up and maintenance work in shops, offices and grounds.
6. May perform Solid Waste Operator duties in a training capacity, provided any required licenses and related requirements have been obtained.

LANE COUNTY
Solid Waste Worker/Trainee (Continued)

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Knowledge of (position requirements at entry):

- Waste management recycling and procedures.
- Basic safety practices and procedures.

Ability to (position requirements at entry):

- Operate light equipment.
- Perform strenuous physical labor in sometimes adverse weather conditions.
- Understand and follow written and oral instructions.
- Understand and apply County policies and procedures.

Training and Experience (positions in this class typically require):

Formal or informal education or training which ensures the ability to read and write at a level necessary for successful job performance. One year of experience in the operation of light equipment or performing unskilled or semi-skilled tasks. An equivalent combination of experience and training that will demonstrate the required knowledge and abilities is qualifying.

Licensing Requirements (positions in this class may require):

Possession of a valid Oregon Driver's license at the time of hire.

TRAINEE POSITIONS

At the discretion of the Department, some positions in this classification may be designated as Trainee positions [\(I032F\)](#) at the time they are posted. It is the responsibility of the employee in a designated trainee position to obtain an Oregon Class A CDL, medical card, and required CDL endorsements by the end of the probationary period.

NOTE: This position is represented by Lane Co Assoc. Local 626.

Classification History:

FLSA Status: Non-Exempt.

Established per BO 19-10-15-09.

[Updated XX/XX/2023 – added job code to distinguish between worker and trainee designation.](#)

MEMORANDUM OF UNDERSTANDING

Overtime Provisions Modification

MOU 626-23-04

This agreement is by and between Lane County, hereinafter referred to as COUNTY, Lane County Public Works Association Local 626, hereinafter referred to as ASSOCIATION, regarding memorializing practices for overtime eligibility.

1. It is the intention of the COUNTY to memorialize current practices for calculation of overtime with modifications to the 2022-2025 Collective Bargaining Agreement (CBA) as outlined in paragraph 3.
2. In accordance with Article 9, Section 6 of the labor agreement, we believe this is mutually beneficial for the COUNTY and the employees represented by the ASSOCIATION.
3. Article 9, Section 6 will be modified as follows:

"Section 6 - Overtime

(A) When the COUNTY requires employees to work overtime, the following will apply:

(1) Authorized overtime work will be compensated by payment at the rate of one and one-half (1-1/2) times the regular hourly rate. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.

~~(2)~~ Except as modified by Section 4 above for full-time employees, except those who go into a leave without pay status during the workweek, all work performed paid time in excess of eight (8) hours in any one workday, or forty (40) hours in any workweek, will be considered overtime work. Overtime will be paid for all hours worked beyond the normal scheduled work hours.

~~(2)(3)~~ For part-time employees and full-time employees who are not in a paid status for forty (40) hours in a workweek, all additional hours worked will be paid on a one-to-one (1:1) basis up to forty (40) hours per week. Hours over forty (40) will be considered overtime. Additionally, except as modified by Section 4 above, all time worked in excess of eight (8) hours in a workday will be considered overtime work.

~~(3)(4)~~ The COUNTY will be the sole judge as to the necessity, requirement and qualifications of personnel to work overtime. The COUNTY agrees to recognize and consider seniority in regards to overtime assignments.

~~(4)~~(5) It is understood that for the purposes of overtime calculations, employees working shifts, which overlap workdays, will be assumed to have completed their shift on the day in which it commenced.

~~(5)~~(6) Overtime will be compensated only once for the same hours worked.

~~(6)~~(7) Overtime will be calculated to the nearest one-quarter (1/4) hour worked.

~~(7)~~(8) Any employee, having worked on each of seven (7) consecutive days, will be paid at the rate of two (2) times the regular straight time for all work performed on such seventh (7th) day."

4. The COUNTY agrees to apply the calculations described above retroactively to June 10, 2023 for employees whose timecards were not coded in accordance with the practice.
5. All other terms under the current Collective Bargaining Agreement and Memorandums of Understanding shall remain in effect unless otherwise mutually modified and agreed to by both the ASSOCIATION and the COUNTY.
6. The parties agree to memorialize this agreement during successor negotiations in 2025.
7. This agreement shall be effective following signatures of both parties.

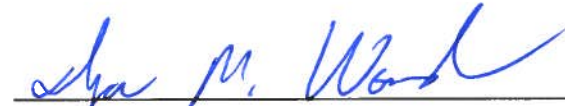
For the ASSOCIATION:



Damon Pocholec, President
Local 626

7/25/23
Date

For the COUNTY:



Inga Wood
Lane County Labor Relations Manager

7/25/23
Date



Dan Hurley, Director
Lane County Public Works

7/25/23
Date

MEMORANDUM OF UNDERSTANDING

Worker/Trainee Probationary Period Clarification
MOU 626-23-07


This agreement is by and between Lane County, hereinafter referred to as COUNTY. Lane County Public Employees Association Local 626, hereinafter referred to as ASSOCIATION, regarding **clarifying the probationary period when an employee in a Worker position transfers to a Trainee position.**

1. As a follow up to MOU 626-23-03 Worker/Trainee Classifications Clarification, the parties agree to modify the 2022-2025 Collective Bargaining Agreement to clarify the probationary period when an employee transfers from a Road Maintenance Worker (I002) or Solid Waste Worker (I032) to a Road Maintenance Trainee (I002F) or Solid Waste Trainee (I032F).
2. Article 8, Section 7 (G) of the 2022-2025 Collective Bargaining Agreement will be modified as follows:

"(G) Notwithstanding (F) above, employees who move-transfer into the Road Maintenance Trainee or the Solid Waste Trainee classification will serve a new twelve (12) month probationary period. If an employee obtains their CDL prior to twelve (12) month probationary period, they will have completed their probationary period as a Road Maintenance Trainee or Solid Waste Trainee, provided they completed the initial twelve (12) month probationary period as a Road Maintenance Worker or Solid Waste Worker. Such employees who fail, as determined by the COUNTY, to satisfactorily meet the requirements of the new position or classification, at any time during the probationary period, will be laid off from COUNTY employment and will have recall rights to their previously held classification for a period of two (2) years, so long as the employee met the probationary period of the previously held position."

3. All other terms under the current Collective Bargaining Agreement and Memorandums of Understanding shall remain in effect unless otherwise mutually modified and agreed to by both the ASSOCIATION and the COUNTY
4. This agreement in no way sets a precedent for future agreements.
5. The parties agree to memorialize this agreement during successor negotiations in 2025.
6. This agreement shall be effective following signatures of both parties.

For the ASSOCIATION:



Rob Winters, President
Local 626

Date

For the COUNTY:



Inga Wood, Labor Relations Manager

11/16/2023

Date

MOU 626-23-07 (continued)



Dan Hurley, Director
Lane County Public Works

11/16/23

Date