

## MEMORANDUM OF UNDERSTANDING

### Meal Periods for Juvenile Justice Specialists MOU AFG-22-07

This Memorandum of Understanding is entered into, by and between Lane County hereinafter referred to as COUNTY, and the American Federation of State, County, and Municipal Employees (AFSCME), Local 2831-General Unit, hereinafter referred to as UNION, for the purposes of amending MOU AFG-21-03 to respond to needs associated with the constant supervision of youth under the County's care in the Division of Youth Services.

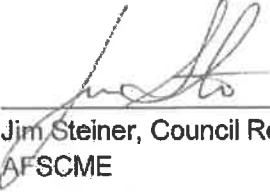
It is hereby agreed that:

1. MOU AFG-21-03 modified the practices under Article 10, Section 6 Meal/Rest Periods of the collective bargaining agreement "*related to the scheduling of unpaid meal breaks for Juvenile Justice Specialists (horticulture and culinary tracks)*." It is the intention to modify the language, removing designated tracks, so the provisions below are applicable to all Juvenile Justice Specialists as described below.
2. Based on the safety and constant supervision required of youth under the COUNTY's care, Juvenile Justice Specialists are often required to be physically present throughout the scheduled meal period in order to oversee youth attending vocational classes, community service outdoors, or in the kitchen and transporting youth to locations outside of Lane County. The youth cannot be left unattended. Additionally, it is not best practice to leave youth alone with one adult for safety concerns, as such, the COUNTY adheres to the practice of ensuring two adults be in attendance all times youth are present.
3. When youth are present, it is more effective for COUNTY employees to take meal periods within sight of youth and to ensure employee availability in the event of a safety or security breach. The COUNTY will make all efforts to schedule shift so as to allow employees to take their scheduled breaks. If a meal period is taken during a transport, the Juvenile Justice Specialist will maintain supervision of the youth.
4. When the COUNTY has made a good faith effort to schedule meal breaks for the Juvenile Justice Specialists using available staffing options while also ensuring the appropriate supervision of youth, and cannot ensure scheduled unpaid meal times as required by the labor agreement or Oregon law without severely impacting operations, employees shall be paid for meal time at the applicable straight or overtime rate in accordance with the contract and applicable law. In these circumstances, it is an undue hardship for the COUNTY to provide the required meal periods.
5. All other terms under the Collective Bargaining Agreement and Memorandums of Understanding shall remain in effect unless otherwise mutually modified and agreed to by both the UNION and the COUNTY. The parties agree to memorialize this agreement during


successor negotiations in 2024.


6. This agreement in no way sets a precedent for future agreements or obligation beyond what is stated.
7. This agreement shall be effective following signatures of both parties.


For the UNION:

  
\_\_\_\_\_  
Jim Steiner, Council Representative  
AFSCME  
5/31/2022  
Date

For the COUNTY:

  
\_\_\_\_\_  
Inga Wood  
Lane County Labor Relations Manager  
6/2/2022  
Date

  
\_\_\_\_\_  
Charity Aguirre, President  
AFSCME  
06/01/2022  
Date

  
\_\_\_\_\_  
Greg Rikhoff, Director  
Community Justice & Rehabilitation Services  
6/2/22  
Date

MEMORANDUM OF UNDERSTANDING

**RECOGNITION OF JUNETEENTH**  
MOU AFG-22-12, AFN-22-06, AFP-22-01

This Memorandum of Understanding is entered into, by and between Lane County hereinafter referred to as COUNTY, and the American Federation of State, County, and Municipal Employees (AFSCME), Local 2831-General Unit, Nurses Unit and Physicians Unit, hereinafter referred to as UNION, for the purposes of recognizing Juneteenth as a paid holiday for eligible employees.


It is hereby agreed that:

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 agreements for the General unit, Nurses unit and Physicians unit will be modified to include "Juneteenth (June 19)".
3. The parties agree to memorialize this agreement during successor negotiations for the physicians unit in 2023 and the general and nurses units in 2024.
4. This agreement shall be effective following signatures of both parties.

For the UNION:

  
\_\_\_\_\_  
Jim Steiner, Council Representative  
AFSCME

5/10/2022  
Date


  
\_\_\_\_\_  
Charity Aguirre, President  
AFSCME

05/12/2022  
Date

For the COUNTY:

  
\_\_\_\_\_  
Inga Wood  
Lane County Labor Relations Manager

5/12/2022  
Date

  
\_\_\_\_\_  
Alana Holmes, Chief Human Resources Officer  
Human Resources

5/12/22  
Date

## MEMORANDUM OF UNDERSTANDING

### **Non-Exempt Flexible Scheduling Trial Extension**

MOU AFG-23-16, AFN-23-07

This Memorandum of Understanding is entered into, by and between Lane County hereinafter referred to as COUNTY, and the American Federation of State, County, and Municipal Employees (AFSCME), Local 2831-General and Nurses Units, hereinafter referred to as UNION, for the purposes of extending MOU AFG-22-34/AFN-22-19 allowing non-exempt employees to flex schedules within a workday or workweek.


It is hereby agreed that:


1. In accordance with the General Unit collective bargaining agreement, Article 9, Section 5 (A)(2) "Overtime will be paid for all hours worked beyond the normal scheduled work hours" for non-exempt employees. In accordance with the Nurses Unit collective bargaining agreement, Article 9, Section 5 (B) overtime will be paid for "all work performed in excess of eight (8) hours in any one (1) workday."
2. The COUNTY and the UNION agree to suspend the language outlined in paragraph 1 for the purposes of allowing non-exempt employees to flex their schedules on an extended trial basis within a workday or workweek under the following provisions:
  - a. Employees must have advance written/e-mail supervisory approval for planned absences, such as medical appointments, etc. with at least one day in advance notice (same-day requests will not be approved, except for emergent situations as outlined in paragraph 2b. below). For example, if an employee has a doctor appointment from 8:00 am – 9:00 am and wishes to work until 6:00 pm that same day to make up the hours, they must seek supervisory approval at the time of requesting the absence for the appointment. In this example, the hour from 5:00 pm – 6:00pm would not be eligible for overtime or compensatory time.
  - b. Employees must obtain supervisory approval in writing/by email to flex their schedule for emergent situations. For example, if an employee must take part of a morning off to arrange for unexpected childcare issues, they must seek supervisory approval to flex their time into the evening or on a different day in the workweek to make up the hours. Supervisors and managers will grant requests equitably among similarly situated employees.
  - c. Supervisors will consider all impacts to operational or business needs when approving or denying requests. It will be management's sole discretion in approving or denying requests.
  - d. Denial of temporary flex schedule changes are not subject to the grievance procedures of the collective bargaining agreement or any other appeal process. The parties agree to discuss denial concerns during regularly scheduled meetings with the Department Director.


- e. The COUNTY retains the final decision relative to work schedules as outlined in General Unit Article 9, Section 3 (D) and Nurses Unit Article 9, Section 3 (B) of the collective bargaining agreements.
  - f. The flexing of schedules must not interfere with the statutory and contractual obligations for employees to receive rest and meal periods.
3. This agreement in no way sets a precedent for future agreements or obligations for the COUNTY or UNION to continue the arrangement.
  4. The parties agree to evaluate the process and discuss potentially memorializing this agreement during successor negotiations in 2024.
  5. This agreement shall be effective the first full pay period following signatures of both parties.


For the UNION:

For the COUNTY:

  
\_\_\_\_\_  
Jim Steiner, Council Representative  
AFSCME  
6/24/2023  
Date

  
\_\_\_\_\_  
Inga Wood  
Labor Relations Manager  
6/26/2023  
Date

  
\_\_\_\_\_  
LaRece Rivera, President  
AFSCME  
6/23/2023  
Date

  
\_\_\_\_\_  
Alana Holmes  
Chief Human Resources Officer  
6/26/2023  
Date

MEMORANDUM OF UNDERSTANDING

Collective Bargaining Agreement Amendment  
MOU AFG-23-17/AFN23-08

This Memorandum of Understanding is entered into, by and between Lane County hereinafter referred to as COUNTY, and the American Federation of State, County, and Municipal Employees (AFSCME), Local 2831-General and Nurses Units, hereinafter referred to as UNION, for the purposes of amending the 2021-2024 Collective Bargaining Agreements (CBAs) to memorialize changes related to Paid Leave Oregon (PLO) and updates to other leaves.


It is hereby agreed that:

1. To modify the CBAs in accordance with the attached redline versions of Article 11.
2. The parties agree to memorialize this agreement during successor negotiations in 2024.
3. This agreement shall be effective following signatures of both parties.

For the UNION:


  
\_\_\_\_\_  
Jim Steiner, Council Representative  
AFSCME

7/20/2023  
Date

  
\_\_\_\_\_  
LaRece Rivera, President  
AFSCME

7/24/23  
Date

For the COUNTY:

  
\_\_\_\_\_  
Inga Wood, Labor Relations Manager  
Lane County

7/25/2023  
Date

Alana M.  
Holmes

Digitally signed by Alana M.  
Holmes  
Date: 2023.07.25 14:09:16  
-07'00'

\_\_\_\_\_  
Alana Holmes, Chief Human Resources Officer  
Lane County

7/25/2023  
Date

**ARTICLE 11**

**LEAVE TIME AND HOLIDAYS**

**Section 1 – Holidays**

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

New Year's Day	Independence Day
Martin Luther King's Birthday (3rd Monday in January)	Labor Day (1st Monday in September)
Presidents' Day (3rd Monday in February)	Veterans' Day (November 11)
Memorial Day (Last Monday in May)	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 shall mean any employee who:

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

- (C) Holiday Pay

- (1) Full-time eligible bargaining unit employees shall be compensated for each holiday as follows:
  - (a) When a bargaining unit employee has requested and is regularly working on an alternate work schedule while other employees within the same division/section/work group are working a five (5) day, eight (8) hour work schedule shall 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 (8) hours of holiday time off.
  - (b) When bargaining unit employees are required by the **COUNTY** to work a four (4) day, ten (10) hour work schedule or all of the bargaining unit employees within the division/section/work group are on a four (4) day, ten (10) hour schedule, the eligible employees shall receive ten (10) hours compensation for the holiday.
- (2) Part-time eligible bargaining unit employees shall be compensated for each holiday as follows:
  - (a) During the week of a holiday, the **COUNTY** may permit part-time employees an opportunity for modification of their work schedule so as to work additional hours in order to receive a normal pay check, including pro-rated holiday pay, without having to use time management leave or other earned leave.
  - (b) In developing an opportunity for a modified work schedule for the week of a holiday, the **COUNTY** shall give good faith consideration to part time employees' interests regarding

an alternate work schedule provided that the **COUNTY's** operational needs can be met. When work requirements are such that a team or work group approach is necessary for productive and/or effective accomplishment of work, the **COUNTY** may develop a single modified work schedule which seems to best accommodate the interests of the majority of employees on the team or work group and meet the operational needs of the **COUNTY**. The team or work group shall have the option of determining whether to operate using the normal or modified work schedule.

- (c) If the **COUNTY** does not permit part time employees an opportunity for a modified work schedule for the week of a holiday pursuant to Paragraph (a) or (b), above, employees shall receive full holiday pay for the actual hours they would have worked on the holiday.
- (d) If part time employees are offered an opportunity by the **COUNTY** for a modified work schedule for the week of a holiday pursuant to Paragraph (a) or (b) above, and elect not to change from the normal work schedule, employees must use accrued time management leave or other earned leave to supplement the pro-rated holiday pay in order to receive a normal pay check or receive a short pay check based on pro-rated pay for the holiday.

(3) Compensation for holidays shall be as per the following:

- (a) Pay for each designated holiday which falls on a day the employee otherwise would work, and
- (b) In addition to compensation under (a) above, a non-exempt employee required to work on a holiday shall receive, one and one-half (1-1/2) times the regular straight time rate for all work performed on a designated holiday. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.
- (c) In addition to compensation under (a) above, an exempt employee required to work on a designated holiday shall receive alternate time off in an equal amount at a time mutually convenient to the employee and the **COUNTY**.
- (d) Employees called to work on the holiday, but who do not report, shall forfeit holiday pay unless such absence is excused.

(D) Holiday on Day Off

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

(E) Holiday During Leave

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

(F) Friday Following Thanksgiving

The Friday following Thanksgiving, though not to be construed as a holiday for pay purposes,



shall be considered a day off with pay except for those employees required by the **COUNTY** to report for work. Employees so required to work shall be given an alternate day off at the mutual convenience of the **COUNTY** and the affected employee. The alternate day must be taken between the Friday following Thanksgiving and the end of the fiscal year. For eligible regular part time and eligible temporary employees who are not covered under Section 3, Personal Time Off, hours are to be based on the average hours scheduled during the two (2) pay periods prior to the Friday following Thanksgiving.

**Section 2 – Time Management**

(A) Purpose

It is the purpose of the Employee Time Management Program to provide employees with a leave with pay program, which is easy to understand, responsive to individual needs, and easy to administer.

(B) Eligibility

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

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

(C) Accumulation

Except as limited in subsection 5, (F) herein, leave time shall be accrued for each hour worked or hour of paid leave at the appropriate rate provided below.

- (1) Eligible non-exempt employees shall accumulate earned leave, based on full-time status, at the following rates:

<b>Months of Service</b>	<b>Earned Leave</b>	<b>Bi-Weekly Earned Leave Accumulation</b>
0 - 12 mos. (0 to 1 yr.)	20.0 days/yr	6.154 hrs/pay period
13 - 24 mos. (1 yr to 2 yrs)	23.0 days/yr	7.077 hrs/pay period
25 - 48 mos. (2 yrs to 4 yrs)	26.0 days/yr	8.000 hrs/pay period
49 - 108 mos. (4 yrs to 9 yrs)	29.0 days/yr	8.923 hrs/pay period
109 - 168 mos. (9 yrs to 14 yrs)	32.0 days/yr	9.846 hrs/pay period
169 - 228 mos. (14 yrs to 19 yrs)	35.0 days/yr	10.769 hrs/pay period
229 - 288 mos. (19 yrs to 24 yrs)	38.0 days/yr	11.692 hrs/pay period
289 mos. + (24 + yrs)	41.0 days/yr	12.615 hrs/pay period

- (2) Eligible exempt employees shall accumulate earned leave, based on full-time status, at the following rates:

<b>Months of Service</b>	<b>Earned Leave</b>	<b>Bi-Weekly Earned Leave Accumulation</b>
0 - 12 mos. (0 yrs to 1 yr)	23.0 days/yr	7.077 hrs/pay period
13 - 24 mos. (1 yr to 2 yrs)	26.0 days/yr	8.000 hrs/pay period
25 - 48 mos. (2 yrs to 4 yrs)	29.0 days/yr	8.923 hrs/pay period

AFSCME General – Paid Leave Oregon Reopener

49 - 108 mos. (4 yrs to 9 yrs)	32.0 days/yr	9.846 hrs/pay period
109 - 168 mos. (9 yrs to 14 yrs)	35.0 days/yr	10.769 hrs/pay period
169 - 228 mos. (14 yrs to 19 yrs)	38.0 days/yr	11.692 hrs/pay period
229 - 288 mos. (19 yrs to 24 yrs)	41.0 days/yr	12.615 hrs/pay period
289 mos. + (24 + yrs)	44.0 days/yr	13.538 hrs/pay period

(D) Part-time employees

Eligible, part-time employees shall accrue and use time off under this program on a pro rata basis using the percentage of full-time the employee was paid in the previous two pay periods as a base.

(E) Existing Vacation

- (1) An employee's existing vacation accrual at the time of July 1, 1987 will be preserved in a separate balance. Employees with an existing vacation balance will have the option of charging leave to either the vacation balance or the time management balance. At the time of termination or retirement, any vacation balance shall be paid out at the then current salary rate on a one for one basis.
- (2) Upon the termination of an employee, or in the event of the death of an employee, the employee's vacation balance shall be paid out.

(F) Usage

- (1) Subject to the terms provided herein, earned leave time shall be available for use as it is earned.
- (2) During the course of the year, absences from work for any reason other than on-the-job illness or injury covered by Workers' Compensation, disability leave as provided for in Section 5 of this Article, or paid holiday shall be charged against the employee's accrued leave balance. Earned leave shall accrue whenever an employee is on paid status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.
- (3) Time management requested and taken on a given day shall be equal to the number of hours the employee actually takes off work provided that such time shall not exceed the number of hours the employee would normally have worked on that day.

(G) Maximum Accumulation

An employee may accumulate earned leave, excluding the separate vacation balance, if any, to a maximum of twice their annual time management accumulation. 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 annual leave accumulation shall forfeit that amount above their maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the year in which the maximum accrual was reached, provided, however, that the employee must reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.

(H) Termination

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

(I) Death

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

(J) Scheduling

- (1) Employees shall, 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). 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. The first time an employee is absent without pay, without advance supervisor approval, the **COUNTY** may require the employee to have one (1) counseling session with the **COUNTY** provided Employee Assistance Program provider.
- (2) Supervisors shall respond in a timely fashion to written requests for leave. Requests for leave submitted after the January 30 seniority option, 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 after January 30 shall be on a first come first serve basis.
- (3) 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 this Section, the phrase "normal circumstances" is not intended to apply to periodic times of high workload demands, but is intended to apply to consistent workloads that are quite heavy as a result of layoffs or other general staffing shortages. In case of conflicts between employees concerning the scheduling of leave, the employee with the longest period of continuous service with the **COUNTY** shall be given first consideration, provided that leave requests are made prior to January 30 of each year. Such exercise of seniority shall be limited to one (1) selection per each calendar year. In extenuating circumstances, the **COUNTY**, when practicable, will attempt to accommodate requests for leave schedule modifications.

(K) Conversion

- (1) Employees may sell accrued time management hours and vacation hours subject to the following restrictions:
  - (a) The maximum number of time management hours and vacation hours that can be converted into paid compensation 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) Employees must have a balance of at least forty (40) hours of time management after

selling the time.

- (c) The time management leave hours must be either scheduled or used prior to any conversion pursuant to this provision.
- (2) Subsection (1) above notwithstanding, during the last three (3) calendar years prior to retirement eligibility, employees may sell up to two hundred (200) hours per calendar 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.
- (3) Subsection (1) above notwithstanding, employees who are laid off may sell back up to a maximum of eighty (80) hours of time management inclusive of any time management previously sold back in that year. If and when employees are recalled, within the first six (6) months of recall, they may buy back all or part of their previously accrued leave balances at the rate in effect at the time they are recalled at the same ratio at which they were paid out.

(L) Procedure for Donation of Time Management

Time Management Donations will be allowed on a case-by-case basis and will require approval by the Human Resources Director. Employees who have an extreme emergent situation, have no available earned leave time and will not qualify for short-term or long term disability through the **COUNTY**, may request Time Management Donations through the following procedure:

- (1) Employee or the employee's co-workers may make a request in writing to their supervisor stating the nature of the emergent condition and the reason for the request.
- (2) The Supervisor will review the request, verify the employee's leave balance and check to see if other options are available. If it is found that no leave is available, the request will be forwarded to the Department Director. If the Department Director concurs, the request is forwarded to the HR Director for approval.
- (3) Employees of the Department are notified of need and given an opportunity to donate. In order for this policy to be most effective, employees should be given a specific period of time in which to donate hours.
- (4) The necessary Donation of Time Management Hours form is provided by the department and when filled out is submitted directly to Payroll in order to maintain confidentiality. Names of donors will remain confidential.
- (5) When an employee must take time off from work, hours will be coded as leave without pay. Donated hours are transferred to the employee's account as needed by Central Payroll. The donated Time Management hours may not be used for any other purpose than the emergency for which they are intended. The department is responsible for monitoring these hours and should notify Central Payroll if there are hours that are not eligible for donated time.
- (6) When the emergent situation has ended, any donated hours not used will be credited back to donors on a pro-rata basis.
- (7) Donations will be based on time donated, not dollar value of donation.
- (8) The 80-hour eligibility period for Disability Leave defined in Section 5 (B) below will not be subject to this program. An exception may be granted by the HR Director.

### **Section 3 - Personal Time Off (PTO)**

In lieu of Time Management accrual and holiday pay, temporary employees covered by this agreement, excluding Fee Collectors, will accrue Personal Time Off (PTO) at a rate of .115385 hours per each hour worked with a maximum accrual of 120 hours in a fiscal year.

- (A) PTO cannot be sold during the time a temporary employee is employed.
- (B) PTO will be paid out at a rate of 1:1.
- (C) PTO will be paid out upon end of the fiscal year, termination or upon the depletion of the 1040 hours.
- (D) PTO must be exhausted to take unpaid leave.
- (E) PTO must be used if an employee takes time off during a regularly scheduled work day including holidays.

### **Section 4 – Occupational Illness or Injury**

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

### **Section 5 – Paid Leave Oregon**

- (A) An employee who has a qualifying life event and are 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, employees may be eligible for a maximum of twelve (12) weeks of PLO per benefit year, with an additional two (2) weeks for limitation related to pregnancy.
- (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 6 below.
- (D) Employees who are on PLO leave shall not accrue Time Management while on PLO. However if employees supplement PLO payments, they will accrue TM only on used accrued leave hours.
- (A)(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.

### **Section 5-6 – 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 the eighty (80) hour elimination period, the COUNTY will provide compensated time off at the

employee's regular rate of pay for the first two (2) weeks of disability, or any part thereof; at ninety percent (90%) pay for the next two (2) weeks, or any part thereof; at eighty percent (80%) pay for the next two (2) weeks, or any part thereof; at seventy percent (70%) for the next two (2) weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) any remaining disability period.

- (B) All disability leave pay is less any Workers' Compensation or PLO benefits for which the employee may be entitled-receiving following the elimination period until the employee is released to return to work up to a maximum of ninety (90) days within one hundred five (105) calendar days from the first day of absence for a specific illness or injury.
- (C) The date on which an employee is unable to report to work due to a specific illness or injury will be the first day of absence for purposes of establishing qualifications for non-occupational disability leave.
- (D) The employee will be required to provide PLO claim information or submit a signed statement of intent to not file for PLO and satisfy the eighty (80) hour elimination period prior to qualifying for disability leave benefits. An employee must provide Paid Leave Oregon (PLO) claim information to the designated absence management provider or submit a signed statement of intent to not file for PLO, in order for STD payments to be calculated. Once the eighty (80) hours are satisfied, the employee will not be required to fulfill a new elimination period for the same illness or injury so long as the elimination period and the disability leave do not exceed a total period of one hundred five (105) calendar days from the first day of absence or eligibility for long-term disability insurance coverage, whichever occurs first. Disability leave, including but not limited to the elimination period and paid leave hours, shall be prorated for part-time employees.
- (E) An employee whose disability leave exceeds two (2) weeks beyond the elimination period, thereby becoming eligible for a reduced percentage of pay, may choose to offset the reduction from their regular pay by charging time to their accrued time management or vacation leave balance. Disability leave, including but not limited to the elimination period and paid leave hours, shall be prorated for part-time employees.

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

- (F) It is understood that any time off charged to disability leave pursuant to this Section may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 5, Discipline and Discharge, of this Agreement.
- (G) Employees who have hours remaining in the Extended Illness Bank shall not lose those hours. However, no additional hours will be added to this bank. Extended Illness Bank hours may be used for the sole purpose of off-setting the use of Time Management hours to meet the eighty (80) hour elimination period prior to the start of disability leave. After sixty (60) hours have been charged to the Time Management balance, the remaining hours of the elimination period shall be charged to any remaining balance in the employee's Extended Illness Bank until the employee has exhausted available Extended Illness Bank hours.
- (H) Employees who are on disability leave shall not accrue Time Management, however if employees supplement medical leave payments, they will accrue TM only on used accrued leave hours. However, if an employee returns to work, with an appropriate medical release, they will accrue Time Management for the actual hours worked.

**Section 6-7 – COUNTY Paid Bereavement**

Employees shall be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) days (need not be consecutive days) pay, or if out-of-state travel is required, one (1) weeks' pay, at the regular straight time hourly rate. The **COUNTY** may require verification of the family status. Immediate family shall be defined as mother, father, spouse, Registered Domestic Partner, domestic partner (affidavit on file), sister, brother, child (biological, adopted, foster, step-child, or the child of an employee's registered domestic partner), grandparent, great-grandparent, step-grandparent, grandchild, stepmother, stepfather, father-in-law, mother-in-law, son-in-law or daughter-in-law, grandparent-in-law, great-grandparent-in-law, brother-in-law, sister-in-law, parent of registered domestic partner, a person with whom the employee is or was in a relationship of in loco parentis or any other relative residing in the employee's immediate household, and any other relationships as defined in the Administrative Procedures Manual. In order to receive reimbursement leave must be taken within thirty (30) calendar days of death. An employee may also be entitled to OFLA bereavement leave, which 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~~ twelve (12) months 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 state's witness in any Municipal, **COUNTY**, State or Federal Court shall, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be paid for loss of wages incurred as a result of such service. Employees called for jury duty on a day when they are not scheduled to work shall be allowed to retain fees paid to the employee by the court for such service. The **COUNTY** shall not change an employee's normal work shift because of jury duty.

**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.
- (B) Leaves of absence shall be without pay except as specified elsewhere in this Agreement. Leaves of absence may be requested prior to the use of any accumulated leave time.
- (C) Except for **UNION** leaves as provided in Article 4 and Family Medical and Parental Leave under state and federal law, employees are generally required to use accrued leave and compensatory time prior to going on leave without pay. Employees may request to retain up to eighty (80) hours of leave time, in recognition of the need to have time for sick leave purposes.
- (D) Requests for such leaves shall be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave.
- (E) With the exception of military active duty, Peace Corps, and **UNION** leave, a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator.
- (F) Except for military training leave, family medical leave, workers' compensation leave, **UNION** leave, or other statutorily protected leave, employees' credited years of service, seniority, probation, and leave eligibility dates will be adjusted after fifteen (15) consecutive days on leave without pay to reflect a deduction of the time of a leave without pay. Employee's merit eligibility, performance review, and probation dates will also be adjusted. Employees on leave without pay status will not accrue leave.
- (G) Employees on leave without pay for one (1) calendar month or more will not be eligible for any insurance benefits provided under the terms of this Agreement, except as required by state or

federal law, or by mutual agreement of the parties. Employees on an approved leave of absence may purchase **COUNTY** health insurance at their own expense.

- (H) 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 shall be considered as having resigned. The position shall 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.

### **Section 9-10 - Military Leave**

- (A) ~~Annual-Military~~ Training Leave

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

- (B) Military Leave While on Active Duty

Employees called for active duty will be granted leave without pay in accordance with state and federal law. See the **COUNTY's** Administrative Procedures Manual for more information.

- (C) If state or federal law change during the life of the contract, notwithstanding (A) and (B) above, the **COUNTY** will grant military leave in accordance with the updated law.

### **Section 10 – Unexcused Absence**

Absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant or leave of absence under the provisions of this Agreement, shall be deemed to be an unexcused absence without pay and subject to disciplinary action up to and including discharge as provided for in Article 5 of this Agreement.

### **Section 11 – Subrogation**

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