

Approved by Lincoln County Board of Commissioners Order # 10-21-343

COLLECTIVE BARGAINING AGREEMENT



BETWEEN



LINCOLN COUNTY

AND THE

LINCOLN COUNTY EMPLOYEES ASSOCIATION

FOR THE PERIOD OF

JULY 1, 2021 THROUGH JUNE 30, 2024

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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.

Within 90 days following the ratification of this Agreement, or after ratification, within 90 days of their hiring, Nurse Practitioners will be given a one-time opportunity to become managerial/supervisory employees not represented by the LCEA.

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
DUES CHECKOFF

Section 1 - Membership:

Membership or non-membership 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 non-membership in the Association.

The effective date of dues payment shall be the first paycheck. In the event a member asks the County Personnel Department in writing to be removed from the Association, the County Personnel Department shall promptly notify the Association President, and the County shall cease deduction of dues starting with the next paycheck after receipt of notice from the member. In the event a member asks the Association, through one of its officers, in writing, to be removed from the Association, the County shall cease deduction of dues starting with the next paycheck after receipt of notice from the Association.

Section 2 - 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. 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 3 - Effective Date:

The effective date of withholding Association membership dues amount shall be the first paycheck.

Section 4 - 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.

Section 5- New Employee Orientation

When a newly hired or appointed employee within the Association bargaining unit is provided orientation by the County to the employee's new position, an Association representative will be allowed up to 30 minutes, but not more than 120, to welcome the employee to the County and to review membership in the Association.

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
Juneteenth	June 19
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 - 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 4 - 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 5 - 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 6 - 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 52.5 or 56 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.

<u>Years Of Continuous Service</u>	<u>Hours Accumulation Per Continuous Month</u>	
	<u>37.5 Hour Work Week</u>	<u>40 Hour Work Week</u>
After 6 months of continuous service through the 5 th year:	8.13	8.67
Maximum Accrual:	180 hours	192 hours
Beginning the 6 th year of continuous service through the 10 th year:	10	10.67
Maximum Accrual:	225 hours	240 hours
Beginning the 11 th year of continuous service through the 15 th year:	11.88	12.67
Maximum Accrual:	270 hours	288 hours
Beginning the 16 th year of continuous service through the 20 th year:	13.75	14.67
Maximum Accrual:	315 hours	336 hours
Beginning the 21 st year of continuous service through xx year:	15.63	16.67
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 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 - Leave Sharing:

The County agrees to maintain a Leave Sharing 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 any available leave, 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. Paid leave shall be charged to sick leave, vacation leave, or compensatory time, at the employee's choice, (and paid leave must be used up before any unpaid leave is used for funeral leave).

A regular employee will be allowed up to one day paid leave chargeable to accumulated sick leave, vacation leave, or compensatory time, at the employee's choice or leave without pay, if no paid 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. Employees hired on or after July 1, 2021 shall not be compensated for accrued sick leave upon separation from County employment.

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 - 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 11 - 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 calendar days in any federal training 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:

Except as provided below, for the period July 1, 2021 through December 31, 2024, the County will pay on behalf of each full-time benefit eligible Bargaining Unit employee 90 percent of the monthly premium cost for employee 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. In addition, for calendar years 2022, 2023, and 2024, the County shall make two contributions per calendar year (payable on the first pay period in January and July) on behalf of each full-time benefit eligible Bargaining Unit employee. Each contribution shall be in the amount of \$850 for employee only and \$1,700 for employee plus dependent(s) and shall be paid to a Health Savings Account (HSA) selected by the County. New eligible employees hired after January 1st of each year shall receive pro-rated contributions at date of medical eligibility to the HSA.

For the period July 1, 2021 through December 31, 2024, and for the calendar years 2022, 2023, and 2024, the County shall make two contributions per calendar year (payable on the first pay period in January and July,) 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. Each contribution shall be made to a Voluntary Employee Benefit Association (VEBA) VEBA account selected by the County in the amount of \$850 for employee only and \$1,700 for employee plus dependent(s). New eligible employees hired after January 1st, of each year 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 \$40,000 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 paycheck. 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

Employees hired on or after July 1, 2021, will not receive sick leave compensation upon retirement or separation from County employment.

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 - 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 2.875% increase effective July 1, 2021, and a 2.875% increase on July 1, 2022, and a 2.875% increase on July 1, 2023. 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.

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 Policy for Reimbursement of Travel and other Expenses, which is attached hereto and incorporated by reference. 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.

Section 10- Pay Periods

Until County gives 45-day notice to Union for a change to bi-weekly pay system, there will be two pay periods per month. Pay days will normally be on the 10th and the 25th of each month. In the event that such a pay date falls on a weekend or holiday, the actual pay day will be the preceding workday.

Following the notice referenced above, pay days will be on a bi-weekly basis on Fridays.

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 653.268 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 an on-call Holiday free.

Holiday Coverage of the CBA means that for employees who are required by their positions to participate in the Health & Human Services after hours crisis coverage rotation on a holiday, they will get another day off as a County holiday whether or not the employees are called out on a crisis away from home.

For holidays going forward, workers on after hours crisis coverage for Health & Human Services will be recognized as having earned a holiday regardless of whether they are called out on a crisis away from home.

For Health & Human Services crisis worker employees assigned to after hours crisis coverage on a holiday beginning with Veterans Day in 2016, they shall preschedule the holiday time off when the crisis work schedules are made, and use the day off in lieu of holiday within seven (7) days after the holiday. Failure of an employee to take time off in accordance with this paragraph will result in loss of holiday time.

Health & Human Services crisis employees are still eligible for morning free time and flex time per the collective bargaining agreement.

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.

Section 12 – Performance Improvement or Work Plans

1. Performance Improvement or Work Plans (PIPs) will not be considered a disciplinary action taken by the County.
2. An employee is not entitled to LCEA representation at a meeting held to discuss a PIP. The County may allow such representation at its discretion.
3. Copies of PIPs will be forwarded to the LCEA President.
4. PIPs will not be maintained in official personnel files.
5. A PIP may be maintained in a convenience file for one (1) year. After one (1) year, a PIP maintained in a convenience file will be withdrawn from the file and may only be referred to in order to refute a contention made by LCEA that the employee has an exemplary service record, provided that the contention is made by LCEA in a grievance or arbitration proceeding.

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, 2021 and shall remain in full force and effect until June 30, 2024 (December 31, 2024 for Health and Welfare Benefits).

Section 2 - Renewal Or Modification:

If either party wishes to renew or modify this agreement as of July 1, 2024 notification of such renewal or modification must be submitted in writing to the other party by February 1, 2024.

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, 2024, 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 13th day of October, 2021.

LINCOLN COUNTY EMPLOYEES
ASSOCIATION




Paul Wood, LCEA President



Kevin Keaney, LCEA Counsel

BOARD OF COMMISSIONERS



Doug Hunt, Chair



Claire Hall, Commissioner



Kaety Jacobson, 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.

LINCOLN COUNTY PAYPLAN
LINCOLN COUNTY EMPLOYEES ASSOCIATION (LCEA) DEPUTY DISTRICT ATTORNEYS

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: JULY 1, 2021

RANGE 18	ANNUAL	1	2	3	4	5	6	7	8	9	10	11	
Base	SALARY	72,552	74,729	76,971	79,280	81,658	84,108	86,631	89,230	91,907	94,664	97,504	C01
LI10	SALARY	73,278	75,476	77,741	80,073	82,475	84,949	87,497	90,122	92,826	95,611	98,479	C02
LI20	SALARY	74,366	76,597	78,895	81,262	83,699	86,211	88,797	91,461	94,205	97,031	99,942	C03

076-1 Deputy District Attorney 1

RANGE 19	ANNUAL	1	2	3	4	5	6	7	8	9	10	11	
Base	SALARY	78,356	80,707	83,128	85,622	88,191	90,837	93,562	96,369	99,260	102,238	105,305	C04
LI10	SALARY	79,140	81,514	83,959	86,478	89,073	91,745	94,498	97,333	100,253	103,260	106,358	C05
LI20	SALARY	80,315	82,725	85,206	87,763	90,396	93,108	95,901	98,778	101,742	104,794	107,938	C06

77 Deputy District Attorney 2

RANGE 20	ANNUAL	1	2	3	4	5	6	7	8	9	10	11	
Base	SALARY	86,687	89,288	91,967	94,726	97,568	100,495	103,510	106,615	109,813	113,107	116,500	C07
LI10	SALARY	87,554	90,181	92,887	95,673	98,544	101,500	104,545	107,681	110,911	114,238	117,665	C08
LI20	SALARY	88,854	91,520	94,266	97,094	100,007	103,007	106,098	109,280	112,558	115,935	119,413	C09

78 Deputy District Attorney 3

LINCOLN COUNTY PAY PLAN
LINCOLN COUNTY EMPLOYEES ASSOCIATION (LCEA) GENERAL UNIT

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: JULY 1, 2021

Non-Exempt Employees receive Hourly Rate for hours worked; *Exempt Employees receive Salary according to Pay Frequency

RANGE 1		1	2	3	4	5	6	7	8	9	10	11	
BASE	HOURLY RATE	9.43	9.71	10.00	10.30	10.61	10.93	11.26	11.60	11.95	12.31	12.68	L01

No Positions Assigned

RANGE 2		1	2	3	4	5	6	7	8	9	10	11	
BASE	HOURLY RATE	10.18	10.49	10.80	11.12	11.45	11.79	12.14	12.50	12.88	13.27	13.67	L02

No Positions Assigned

RANGE 3		1	2	3	4	5	6	7	8	9	10	11	
BASE	HOURLY RATE	10.99	11.32	11.66	12.01	12.37	12.74	13.12	13.51	13.92	14.34	14.77	L03

No Positions Assigned

RANGE 4		1	2	3	4	5	6	7	8	9	10	11	
BASE	HOURLY RATE	11.87	12.23	12.60	12.98	13.37	13.77	14.18	14.61	15.05	15.50	15.97	L04

No Positions Assigned

RANGE 5		1	2	3	4	5	6	7	8	9	10	11	
BASE	HOURLY RATE	12.82	13.20	13.60	14.01	14.43	14.86	15.31	15.77	16.24	16.73	17.23	L05

No Positions Assigned

RANGE 6		1	2	3	4	5	6	7	8	9	10	11	
BASE	HOURLY RATE	13.85	14.27	14.70	15.14	15.59	16.06	16.54	17.04	17.55	18.08	18.62	L06

No Positions Assigned

RANGE 7		1	2	3	4	5	6	7	8	9	10	11	
BASE	HOURLY RATE	14.96	15.41	15.87	16.35	16.84	17.35	17.87	18.41	18.96	19.53	20.12	L07

No Positions Assigned

RANGE 8		1	2	3	4	5	6	7	8	9	10	11	
BASE	HOURLY RATE	16.16	16.64	17.14	17.65	18.18	18.73	19.29	19.87	20.47	21.08	21.71	L08
LI10	HOURLY RATE	16.32	16.81	17.31	17.83	18.36	18.92	19.48	20.07	20.67	21.29	21.93	L09
LI20	HOURLY RATE	16.56	17.06	17.57	18.09	18.63	19.20	19.77	20.37	20.98	21.61	22.25	L10

301 Recovery Mentor- Co-Occurring Disorders
459 Park Watchperson

RANGE 9		1	2	3	4	5	6	7	8	9	10	11	
BASE	HOURLY RATE	17.45	17.97	18.51	19.07	19.64	20.23	20.84	21.47	22.11	22.77	23.45	L11
LI10	HOURLY RATE	17.62	18.15	18.70	19.26	19.84	20.43	21.05	21.68	22.33	23.00	23.68	L12
LI20	HOURLY RATE	17.89	18.42	18.97	19.55	20.13	20.74	21.36	22.01	22.66	23.34	24.04	L13

250 Mail Clerk
382 Client Services Driver

RANGE 10		1	2	3	4	5	6	7	8	9	10	11	
BASE	HOURLY RATE	18.85	19.42	20.00	20.60	21.22	21.86	22.52	23.20	23.90	24.62	25.36	L14
LI10	HOURLY RATE	19.04	19.61	20.20	20.81	21.43	22.08	22.75	23.43	24.14	24.87	25.61	L15
LI20	HOURLY RATE	19.32	19.91	20.50	21.12	21.75	22.41	23.08	23.78	24.50	25.24	25.99	L16

- 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- Community Justice
- 283 Office Assistant 2- HHS Health Records
- 327 Harm Reduction Worker
- 372 Community Health Worker
- 374 Health Department Office Assistant- IDD - Public Health
- 384 Office Assistant-Veterans Service
- 388 Office Assistant- Assessors
- 412 Bilingual Community Health Worker (English/Spanish)
- 507-1 Office Assistant 2 - Mental Health Secretary
- 524-2 Bookkeeper 1- Payee Program
- 524-3 Bookkeeper -Office Assistant 2
- 526 Health Department Office Assistant- Public Health -Maternal Child Health
- 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 - Intellectual & Developmental Disabilities

LINCOLN COUNTY PAY PLAN
LINCOLN COUNTY EMPLOYEES ASSOCIATION (LCEA) GENERAL UNIT

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: JULY 1, 2021

RANGE 11		1	2	3	4	5	6	7	8	9	10	11	
BASE	HOURLY RATE	20.36	20.97	21.60	22.25	22.92	23.61	24.32	25.05	25.80	26.57	27.37	L17
LI10	HOURLY RATE	20.56	21.18	21.82	22.47	23.15	23.85	24.56	25.30	26.06	26.84	27.64	L18
LI20	HOURLY RATE	20.87	21.49	22.14	22.81	23.49	24.20	24.93	25.68	26.45	27.23	28.05	L19

- 23 Senior Legal Assistant
- 82 Deed Specialist
- 86 Assessment Specialist 2
- 144 Home Visitor
- 146 Bilingual WIC Clinic Assistant 2
- 182 Permit Specialist
- 205 Office Assistant 2
- 257 Outreach and Enrollment Assistance Worker
- 299 Property Appraiser Trainee
- 330 Youth Care Specialist
- 371 Medical Biller 1
- 378 Lead Clinic Assistant 2- Certified Medical Assistant (+5%)
- 410 Inventory Specialist
- 532-3 Clinic Assistant 2-Certified Medical Assistant- LCHC-SBHC
- 535-6 Clinic Assistant 2-School Based Health Center
- 577-1 Case Manager 1-QMHA
- 612 Youth Case Manager 1- QMHA

RANGE 12		1	2	3	4	5	6	7	8	9	10	11	
BASE	HOURLY RATE	21.99	22.65	23.33	24.03	24.75	25.49	26.25	27.04	27.85	28.69	29.55	L20
LI10	HOURLY RATE	22.21	22.88	23.56	24.27	25.00	25.74	26.51	27.31	28.13	28.98	29.85	L21
LI20	HOURLY RATE	22.54	23.22	23.91	24.63	25.37	26.13	26.91	27.72	28.55	29.41	30.29	L22

- 25 Caseworker Child Support
- 49 Senior Deputy Clerk
- 87 Assessment Specialist 3
- 153 Cartographic Technician 1
- 234 Permit Technician
- 331 Property Appraiser 1
- 368 Community Alternative Justice Program Coordinator
- 347 Facilities Technician 1A HHS Logistics Clerk
- 452 Facilities Technician 1
- 457 Park Maintenance Worker
- 517 Material Supply Clerk
- 519 Medical Biller 2

RANGE 13		1	2	3	4	5	6	7	8	9	10	11	
BASE	HOURLY RATE	23.75	24.46	25.19	25.95	26.73	27.53	28.36	29.21	30.09	30.99	31.92	L23
LI10	HOURLY RATE	23.99	24.70	25.44	26.21	27.00	27.81	28.64	29.50	30.39	31.30	32.24	L24
LI20	HOURLY RATE	24.34	25.07	25.82	26.60	27.40	28.22	29.07	29.94	30.84	31.76	32.72	L25

- 18 Crime Victim Advocate
- 54 User Support Specialist
- 65 Tax Clerk 2-Property Tax Deputy
- 80 Personal Property Specialist
- 233 Youth Care Specialist 2
- 322 Cartographer Technician 2
- 451 Facilities Technician 2
- 542 Environmental Health Specialist Trainee
- 552-1 Case Manager 2-QHMA

RANGE 14		1	2	3	4	5	6	7	8	9	10	11	
BASE	HOURLY RATE	25.65	26.42	27.21	28.03	28.87	29.74	30.63	31.55	32.50	33.48	34.48	L26
LI10	HOURLY RATE	25.91	26.68	27.48	28.31	29.16	30.04	30.94	31.87	32.83	33.81	34.82	L27
LI20	HOURLY RATE	26.29	27.08	27.89	28.73	29.59	30.48	31.40	32.34	33.31	34.32	35.34	L28

- 60 Tax Accounting Specialist
- 68 Treasurer Accounting Clerk
- 173 Structural Inspector
- 174 Plumbing Inspector
- 198 Clinic Counselor 3- Community Care Coordinator
- 201 Juvenile Counselor 1
- 232 Youth Care Specialist 3
- 323 Lead Digital Cartographer
- 332 Property Appraiser 2
- 343 Panel Coordinator
- 361 Planner 2
- 514-3 Health Education Specialist
- 553-1 Clinical Counselor 3-Substance Abuse
- 586 Developmental Disabilities Service Coordinator 3

LINCOLN COUNTY PAY PLAN
LINCOLN COUNTY EMPLOYEES ASSOCIATION (LCEA) GENERAL UNIT

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: JULY 1, 2021

RANGE 15		1	2	3	4	5	6	7	8	9	10	11	
BASE	ANNUAL SALARY	57,616	59,344	61,124	62,958	64,847	66,792	68,796	70,860	72,986	75,176	77,431	L29
	HOURLY RATE	27.70	28.53	29.39	30.27	31.18	32.12	33.08	34.07	35.09	36.14	37.22	
LI10	ANNUAL SALARY	58,192	59,937	61,735	63,588	65,495	67,460	69,484	71,569	73,716	75,928	78,205	L30
	HOURLY RATE	27.98	28.82	29.68	30.57	31.49	32.44	33.41	34.41	35.44	36.50	37.59	
LI20	ANNUAL SALARY	59,056	60,828	62,652	64,532	66,468	68,462	70,516	72,632	74,811	77,055	79,367	L31
	HOURLY RATE	28.39	29.24	30.12	31.03	31.96	32.92	33.91	34.92	35.97	37.04	38.15	

- 53 Computer Technician
- 202 Juvenile Counselor 2
- 267 Eligibility Specialist and ONA Assessor
- 295 Clinical Counselor 4- Crisis Team
- 338 Developmental Disabilities Assessment and Investigation Screening Coordinator
- 351 Digital Forensic Analyst
- 386 Behavioral Health SUD Prevention Grant Coordinator
- 458 Maintenance Technician Crew Leader
- 561-1 Clinical Counselor 4-QMHP
- 561-3 Clinical Counselor 4-Addictions/Co-Occurring Disorders-QMHP
- 561-5 Clinical Counselor 4-QMHP ACT EASA
- 587 Developmental Disabilities Service Coordinator 4-Adult Services Coordinator

RANGE 16		1	2	3	4	5	6	7	8	9	10	11	
BASE	ANNUAL SALARY	62,234	64,101	66,024	68,005	70,045	72,146	74,310	76,539	78,835	81,200	83,636	L32
	HOURLY RATE	29.92	30.82	31.74	32.69	33.67	34.68	35.72	36.79	37.89	39.03	40.20	
LI10	ANNUAL SALARY	62,856	64,742	66,684	68,685	70,745	72,867	75,053	77,304	79,623	82,012	84,472	L33
	HOURLY RATE	30.22	31.13	32.06	33.02	34.01	35.03	36.08	37.16	38.27	39.42	40.60	
LI20	ANNUAL SALARY	63,790	65,704	67,675	69,705	71,796	73,950	76,168	78,452	80,806	83,230	85,727	L34
	HOURLY RATE	30.67	31.59	32.53	33.51	34.51	35.55	36.61	37.71	38.84	40.01	41.21	

- 105-1 Detective - District Attorney
- 136 Community Health Nurse 2-MCH
- 175 Electrical Inspector A Level
- 176 Combination Inspector 1
- 191 Mental Health Nurse
- 279 Behavioral Health Consultant
- 289 Registered Dietician
- 294 Investigator- Domestic Violence and Sexual Assault
- 296 Clinical Counselor 5- Crisis Team
- 333 Property Appraiser 3
- 334 Sales Data Analyst
- 363 Senior Planner
- 366 Digital Forensic Analyst 2
- 380 Clinical Counselor 5- Community Response Team
- 502-1 Community Health Nurse 2
- 502-2 Community Health Nurse 2-LCHC- Primary Care
- 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
- 502-9 Lead Community Health Nurse
- 502-11 Community Health Nurse 2- Primary Care and OBOT
- 538 Environmental Health Specialist
- 539 Environmental Health Specialist
- 562-1 Clinical Counselor 5-QMHP
- 562-3 Clinical Counselor 5- Addictions/ Co-Occumng Disorders-QMHP
- 562-5 Clinical Counselor 5- QMHP Act Team
- 614 Registered Dietician- Public Health
- 620 Epidemiologist- Communicable Disease Investigator

RANGE 17		1	2	3	4	5	6	7	8	9	10	11	
BASE	ANNUAL SALARY	67,205	69,221	71,298	73,437	75,640	77,909	80,246	82,653	85,133	87,687	90,318	L35
	HOURLY RATE	32.31	33.28	34.28	35.31	36.37	37.46	38.58	39.74	40.93	42.16	43.42	
LI10	ANNUAL SALARY	67,877	69,913	72,011	74,171	76,396	78,688	81,048	83,480	85,984	88,564	91,221	L36
	HOURLY RATE	32.63	33.61	34.62	35.66	36.73	37.83	38.97	40.14	41.34	42.58	43.85	
LI20	ANNUAL SALARY	68,885	70,952	73,080	75,273	77,531	79,857	82,252	84,719	87,261	89,879	92,576	L37
	HOURLY RATE	33.12	34.11	35.14	36.19	37.28	38.40	39.54	40.73	41.95	43.21	44.51	

- 162 Senior Environmental Health Specialist
- 181 Combination Inspector 2

RANGE 18		1	2	3	4	5	6	7	8	9	10	11	
BASE	ANNUAL SALARY	72,571	74,748	76,990	79,300	81,679	84,129	86,653	89,253	91,931	94,689	97,530	L38
	HOURLY RATE	34.89	35.94	37.02	38.13	39.27	40.45	41.66	42.91	44.20	45.53	46.90	
LI10	ANNUAL SALARY	73,297	75,495	77,760	80,093	82,496	84,970	87,520	90,146	92,850	95,636	98,505	L39
	HOURLY RATE	35.24	36.30	37.39	38.51	39.66	40.85	42.08	43.34	44.64	45.99	47.37	
LI20	ANNUAL SALARY	74,385	76,617	78,915	81,283	83,721	86,232	88,819	91,484	94,229	97,056	99,968	L40
	HOURLY RATE	35.76	36.84	37.95	39.08	40.25	41.46	42.70	43.98	45.31	46.67	48.07	

No positions assigned

LINCOLN COUNTY PAY PLAN
LINCOLN COUNTY EMPLOYEES ASSOCIATION (LCEA) GENERAL UNIT

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: JULY 1, 2021

RANGE 19		1	2	3	4	5	6	7	8	9	10	11	
BASE	ANNUAL SALARY	78,374	80,725	83,147	85,641	88,210	90,856	93,582	96,389	99,281	102,259	105,327	L41
	HOURLY RATE	37.68	38.81	39.97	41.17	42.41	43.68	44.99	46.34	47.73	49.16	50.63	
LI10	ANNUAL SALARY	79,158	81,532	83,978	86,497	89,092	91,765	94,518	97,353	100,274	103,282	106,380	L42
	HOURLY RATE	38.06	39.20	40.37	41.58	42.83	44.12	45.44	46.80	48.21	49.65	51.14	
LI20	ANNUAL SALARY	80,333	82,743	85,226	87,782	90,415	93,127	95,922	98,799	101,763	104,815	107,960	L43
	HOURLY RATE	38.62	39.78	40.97	42.20	43.47	44.77	46.11	47.50	48.92	50.39	51.90	

No positions assigned

RANGE 20		1	2	3	4	5	6	7	8	9	10	11	
BASE	ANNUAL SALARY	84,635	87,174	89,789	92,483	95,257	98,115	101,058	104,090	107,213	110,429	113,742	L44
	HOURLY RATE	40.69	41.91	43.17	44.47	45.80	47.17	48.59	50.05	51.55	53.10	54.69	
LI10	ANNUAL SALARY	85,481	88,046	90,687	93,408	96,210	99,096	102,069	105,131	108,285	111,533	114,879	L45
	HOURLY RATE	41.10	42.33	43.60	44.91	46.26	47.64	49.08	50.55	52.07	53.63	55.24	
LI20	ANNUAL SALARY	86,751	89,353	92,034	94,795	97,638	100,568	103,584	106,692	109,893	113,190	116,586	L46
	HOURLY RATE	41.71	42.96	44.25	45.58	46.95	48.35	49.80	51.30	52.84	54.43	56.06	

No positions assigned

RANGE 21		1	2	3	4	5	6	7	8	9	10	11	
BASE	ANNUAL SALARY	91,416	94,158	96,983	99,892	102,889	105,976	109,155	112,430	115,803	119,277	122,855	L47
	HOURLY RATE	43.95	45.27	46.63	48.03	49.47	50.95	52.48	54.05	55.67	57.34	59.06	
LI10	ANNUAL SALARY	92,330	95,100	97,953	100,891	103,918	107,036	110,247	113,554	116,961	120,470	124,084	L48
	HOURLY RATE	44.39	45.72	47.10	48.51	49.96	51.46	53.00	54.59	56.23	57.91	59.65	
LI20	ANNUAL SALARY	93,701	96,512	99,408	102,389	105,461	108,625	111,884	115,241	118,698	122,259	125,926	L49
	HOURLY RATE	45.05	46.40	47.80	49.23	50.71	52.22	53.79	55.40	57.06	58.77	60.54	

No positions assigned

RANGE 22		1	2	3	4	5	6	7	8	9	10	11	
BASE	ANNUAL SALARY	98,738	101,700	104,751	107,894	111,131	114,465	117,899	121,436	125,079	128,831	132,696	L50
	HOURLY RATE	47.47	48.89	50.36	51.87	53.43	55.03	56.68	58.38	60.13	61.93	63.79	
LI10	ANNUAL SALARY	99,725	102,717	105,799	108,973	112,242	115,610	119,078	122,650	126,330	130,119	134,023	L51
	HOURLY RATE	47.94	49.38	50.86	52.39	53.96	55.58	57.25	58.96	60.73	62.55	64.43	
LI20	ANNUAL SALARY	101,206	104,243	107,370	110,591	113,909	117,327	120,846	124,472	128,206	132,052	136,013	L52
	HOURLY RATE	48.66	50.11	51.62	53.17	54.77	56.41	58.10	59.84	61.63	63.48	65.38	

No Positions Assigned

RANGE 23		1	2	3	4	5	6	7	8	9	10	11	
BASE	ANNUAL SALARY	106,642	109,841	113,136	116,530	120,026	123,627	127,336	131,156	135,091	139,144	143,318	L53
	HOURLY RATE	51.27	52.81	54.39	56.02	57.70	59.43	61.21	63.05	64.94	66.89	68.90	
LI10	ANNUAL SALARY	107,708	110,939	114,267	117,695	121,226	124,863	128,609	132,468	136,442	140,535	144,751	L54
	HOURLY RATE	51.78	53.34	54.93	56.58	58.28	60.02	61.82	63.68	65.59	67.56	69.59	
LI20	ANNUAL SALARY	109,308	112,587	115,964	119,443	123,027	126,718	130,519	134,435	138,468	142,623	146,901	L55
	HOURLY RATE	52.55	54.13	55.75	57.42	59.14	60.92	62.74	64.63	66.56	68.56	70.62	

515 Family Nurse Practitioner-LCHC

RANGE 24		1	2	3	4	5	6	7	8	9	10	11	
BASE	ANNUAL SALARY	115,170	118,625	122,184	125,850	129,626	133,515	137,520	141,646	145,895	150,272	154,780	
	HOURLY RATE	55.37	57.03	58.74	60.50	62.32	64.19	66.12	68.10	70.14	72.24	74.41	L56
LI10	ANNUAL SALARY	116,322	119,811	123,406	127,109	130,922	134,850	138,895	143,062	147,354	151,775	156,328	L57
	HOURLY RATE	55.92	57.60	59.33	61.11	62.94	64.83	66.78	68.78	70.84	72.96	75.15	
LI20	ANNUAL SALARY	118,049	121,591	125,239	128,996	132,867	136,853	140,958	145,187	149,542	154,029	158,650	L58
	HOURLY RATE	56.75	58.46	60.21	62.01	63.88	65.79	67.77	69.80	71.89	74.05	76.27	

No Positions Assigned

RANGE 25		1	2	3	4	5	6	7	8	9	10	11	
BASE	ANNUAL SALARY	124,384	128,116	131,959	135,918	139,996	144,196	148,522	152,978	157,567	162,294	167,163	L59
	HOURLY RATE	59.80	61.59	63.44	65.34	67.30	69.32	71.40	73.54	75.75	78.02	80.36	
LI10	ANNUAL SALARY	125,628	129,397	133,279	137,277	141,396	145,638	150,007	154,508	159,143	163,917	168,835	L60
	HOURLY RATE	60.40	62.21	64.07	65.99	67.97	70.01	72.11	74.28	76.51	78.80	81.16	
LI20	ANNUAL SALARY	127,494	131,319	135,258	139,316	143,496	147,801	152,235	156,802	161,506	166,351	171,342	L61
	HOURLY RATE	61.30	63.13	65.03	66.97	68.98	71.05	73.19	75.38	77.64	79.97	82.37	

521-1 Psychiatric Mental Health Nurse Practitioner

LINCOLN COUNTY PAY PLAN
LINCOLN COUNTY EMPLOYEES ASSOCIATION (LCEA) GENERAL UNIT

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: JULY 1, 2021

RANGE 26		1	2	3	4	5	6	7	8	9	10	11	
BASE	ANNUAL SALARY	134,326	138,356	142,507	146,782	151,185	155,721	160,393	165,205	170,161	175,266	180,524	L62
	HOURLY RATE	64.58	66.52	68.52	70.58	72.70	74.88	77.13	79.44	81.82	84.27	86.80	
L110	ANNUAL SALARY	135,669	139,740	143,932	148,250	152,697	157,278	161,997	166,857	171,863	177,019	182,329	L63
	HOURLY RATE	65.23	67.19	69.21	71.29	73.43	75.63	77.90	80.23	82.64	85.11	87.67	
L120	ANNUAL SALARY	137,684	141,815	146,070	150,452	154,965	159,614	164,403	169,335	174,415	179,648	185,037	L64
	HOURLY RATE	66.19	68.18	70.23	72.34	74.52	76.75	79.06	81.43	83.87	86.38	88.97	

No Positions Assigned

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