

Approved by Lincoln County Board of Commissioners Order # 10-21-372



AGREEMENT
BETWEEN

THE LINCOLN COUNTY
TRANSPORTATION SERVICE DISTRICT

AND THE

LINCOLN COUNTY EMPLOYEES ASSOCIATION
(TRANSIT)

FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2023

TABLE OF CONTENTS

| | |
|-----------------------------------|----|
| ARTICLE 1 | |
| RECOGNITION..... | 1 |
| ARTICLE 2 | |
| MANAGEMENT RIGHTS..... | 2 |
| ARTICLE 3 | |
| FAIR SHARE AND DUES CHECKOFF..... | 4 |
| ARTICLE 4 | |
| SENIORITY..... | 5 |
| ARTICLE 5 | |
| HOURS OF WORK..... | 7 |
| ARTICLE 6 | |
| JOB BIDDING..... | 9 |
| ARTICLE 7 | |
| PAID HOLIDAYS..... | 10 |
| ARTICLE 8 | |
| SICK LEAVE..... | 12 |
| ARTICLE 9 | |
| PAID VACATION LEAVE | 15 |
| ARTICLE 10 | |
| OTHER LEAVES..... | 18 |
| ARTICLE 11 | |
| HEALTH & WELFARE..... | 20 |
| ARTICLE 12 | |
| RETIREMENT..... | 22 |
| ARTICLE 13 | |
| WAGES..... | 23 |
| ARTICLE 14 | |
| DISCIPLINE AND DISCHARGE..... | 29 |
| ARTICLE 15 | |
| GRIEVANCE PROCEDURE..... | 30 |
| ARTICLE 16 | |
| GENERAL PROVISIONS..... | 33 |
| ARTICLE 17 | |
| WORKERS' COMPENSATION..... | 35 |
| ARTICLE 18 | |
| SAFETY..... | 36 |

| | |
|--------------------------------------|----|
| ARTICLE 19 | |
| MAINTENANCE OF BENEFITS..... | 37 |
| ARTICLE 20 | |
| SAVINGS CLAUSE..... | 38 |
| ARTICLE 21 | |
| LIFE OF AGREEMENT & TERMINATION..... | 39 |
| EXHIBIT "A" | |
| WAGE SCHEDULE -..... | 40 |

ARTICLE 1
RECOGNITION

The Board recognizes the Lincoln County Employees Association (LCEA) as the exclusive representative of the regular employees of the Lincoln County Transportation Service District who are employed 20 or more hours per week in the classification of:

Dispatcher
Transit Driver

for the purposes of negotiating with the Board on matters concerning wages, hours, fringe benefits and other employment relations. On-call employees and Temporary employees appointed to positions of six months or less duration are excluded from the unit.

ARTICLE 2

MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved to the Board if the District is to serve the public effectively. Except to the extent expressly abridged a specific provision of this agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the Board and are not subject to negotiation or other grievance procedure. By way of illustration and not of limitation the following are listed as such management functions:

1. The determination of the governmental services to be rendered to the citizens of Lincoln County.
2. The determination of the board's financial, budgetary, accounting and organization policies and procedures.
3. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the board establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
4. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications to be assigned or required and the determination of job classifications; the right to hire, promote, transfer and retain employees; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; the right to determine priority of work; the rights to purchase, dispose and assign equipment or supplies; the right to contract or subcontract any work.
5. The Parties agree that the management and decisions regarding routes, stops, and any decisions related thereto are the prerogative of Lincoln County Transit Management. Thus, the establishment of new routes and/or the discontinuance of routes will not be considered a violation of this Agreement. In addition, a route will not be required to be filled by the bid process for a period of 90 days from its inception. Thereafter, it is agreed by the parties such new routes will be posted as a bid route.

This Article shall not preclude LCEA and the Board from either (1) meeting during the period of the contact at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties or (2) negotiating on any matter during the open negotiation period before termination as provided in Article 18.

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 3

- DUES CHECKOFF

1. Membership or non-membership in the Association shall be the individual choice of employees within the bargaining unit. The Association and the District 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.
2. The effective date of dues payment shall be the employee's first paycheck. In the event a member asks the County Human Resources Department in writing to be removed from the Association, the County Human Resources Department shall promptly notify the Association President, and the County shall cease deductions of dues starting with the next paycheck after receipt of notice from the member. In the event the member asks the Association, through one of its officers, in writing, to be removed from the Association, the County shall cease deductions of dues starting with the next paycheck after receipt of notice from the Association.
3. The Association will provide the District with written documentation from each employee of the Association who elects to be a member. The District will deduct LCEA dues from the wages of the employees, subject to the provisions of this contract. LCEA will indemnify, defend and hold the District harmless against any claims made or any suit instituted against the District on account of any payroll deduction for LCEA. LCEA will refund to the District any amount paid to it in error.
4. The aggregate deductions of all employees shall be remitted together with an itemized statement to LCEA by the 10th of the succeeding month after such deductions are made.
5. 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 no more than 120, to welcome the employee to the County and to review membership in the Association

ARTICLE 4

SENIORITY

1. Seniority shall be defined as meaning an employee's length of continuous service with the District since the employee's last date of hire. Continuous service shall be service unbroken by separation from District service other than leave protected by law, vacation or sick leave. For the purpose of this Article, the time during an employee's authorized leave or during a layoff shall count as continuous service. Notwithstanding, authorized, unpaid leaves of absence in excess of 16 working days will not break continuous service, but will not add to the employee's seniority.
2. In the event that it becomes necessary to lay off employees for any reason, the employees shall be laid off in the inverse order of their seniority, as provided in Paragraph (3) below. Employees shall also be called back from layoff according to their seniority for a period not to exceed 18 months from the date of layoff. No new employees shall be hired until all employees on layoff status have been provided a reasonable opportunity to return to work. Laid off employees are responsible for providing a current address to the Transit Program Director. An employee who is recalled shall report at the time and place specified by the District. Upon notice of recall, the laid off employee shall have 5 working days to notify the District of acceptance or rejection of the recall. If the employee accepts the recall, the employee must be able to report for work within 15 calendar days, as directed by the District. The failure to report within these time lines or the rejection of an offered position or recall shall cause the employee to forfeit all future recall rights.
3. When an employee is laid off due to a reduction in work, the employee shall be permitted to exercise the seniority right to bump (replace an employee with less seniority) the employee with the least seniority within that job classification. In the event all employees within a job classification are laid off, they may bump an equal number of employees in lower paid classification within the District who have the least seniority, provided the bumping employee is qualified to perform the work of the bumped employee.

Any employee who is bumped shall have the right to bump the least senior employee in a lower paid classification within the District, provided the employee is qualified to perform the work of the employee bumped. The District shall make the final determination of performance capabilities in regard to this Article.

4. Route Bidding/ Seniority. The parties agree to develop a Route Bidding process which shall utilize seniority as defined in this article. The process shall be attached to and incorporated into this agreement. It may be changed only upon mutual agreement of the parties, reduced to writing and signed by authorized representatives of the parties.
5. When an employee is needed to work a shift outside regular work hours, e.g. on Saturday or Sunday, a rotation list based on seniority will be used as follows:
 1. Driver must be qualified to drive route.
 2. Most senior qualified driver will be called first.
 3. If driver is unavailable, or does not answer the call the next most senior qualified driver will be contacted and so on down the list until a driver accepts the shift.
 4. If no driver accepts the shift, the Manager may mandate most/least senior qualified available driver on list to accept shift.
 5. Each driver contacted on list will be moved to bottom of list to insure rotation.

6. Weekend Rotation. Saturdays are included on some routes but not all, and on some Saturdays but not all; District will post schedule including Saturday routes prior to bid on that route, so person bidding on a route will know when Saturdays are required as part of the route. Drivers whose routes include Saturday have the option once yearly of being in or out of the rotation. Fixed routes to include Saturdays may be developed and bid.

When a Saturday Route requires a driver not scheduled to work, District will first try to fill the route with a qualified on-call driver. If no qualified on-call driver is available, a back-up rotation of qualified Route drivers shall be rotated to Saturdays to cover the route. This is specifically predicated upon and agreed to by both parties that the week of rotation in which a driver works a Saturday, may result in having less than two days off in a row that week which the parties understand is not a safety issue.

ARTICLE 5
HOURS OF WORK

1. Reporting Place:

- (1) The primary reporting place for all employees shall be the District Office or other location where the employee is assigned from which the normal work day is started. The District will make reasonable accommodations for employees who are assigned to start the work day at a place other than their primary reporting place. For educational opportunities within Lincoln County, the District may require the employee to report to the educational site. For out-of-County education, the District will provide compensation as required by the Oregon State Bureau of Labor & Industries. In emergencies, employees may be directed to report to any site in the District.
- (2) In the event an employee is assigned without advance notice to a location other than the District Office or other location where the employee is assigned from which the normal work day is started, the employee shall be paid at the allowable IRS rate of reimbursement for travel to and from that special reporting location.

2. Lunch Break:

All employees shall be granted a non-paid lunch period of at least one-half (1/2) hour each work shift.

3. Work Week:

(1) For dispatchers, the work week shall, at the determination of the Transit Program Director, consist of either: (a) five consecutive 8 hour work days; Sunday through Saturday inclusive, unless the District and the employee mutually agree to other days of work; or, (b) four consecutive 10 hour work days which fall within Monday through Friday, unless the District and the employee mutually agree to other days of work.

(2) For transit drivers, the work week shall, at the determination of the Transit Program Director, consist of the assigned bus route or routes assigned to each transit driver.

(3) If possible, notice of two weeks, but no less than one week will be provided by the District prior to employee schedule changes subject to this section except that a shorter notice can be given in emergency situations as determined by the District.

(4) No guarantee of work is implied by this section.

4. Work Day:

(1) For full-time dispatchers, except for emergency or special situations as determined by the District, the work day shall, at the determination of the Transit Program Director, consist of either: (a) eight working hours, or (b) 10 working hours. Part-time dispatchers may work less than an eight or ten hour shift.

(2) For transit drivers, except for emergency or special situations as determined by

the District, the work day shall, at the determination of the Transit Program Director, consist of the working hours necessary to complete the route or routes assigned to each transit driver. The nature of the transit industry is that transit drivers have regular layovers during a typical work day, and therefore flexibility (rather than consecutive hours) is a practical condition of such employment.

5. Work Schedules:

Except for emergency situations as determined by the District, each employee shall be entitled to notice prior to the end of any work shift as to any changes in the starting and quitting times of the shift to which the employee will be assigned the following work day or as to assignment to a shift other than the one currently assigned.

6. Rest Periods:

Fifteen (15) minute rest periods may be provided as close to the middle of each half shift as is practicable, except when such interruption would be detrimental to the efficient operation of the route. Employees who work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start any overtime work, when in the opinion of Management that the overtime is expected to be a minimum of two (2) hours and such rest period will not interfere with a timely bus route.

7. Job Share:

a. Any employee who wishes to work in a job share position may make such a request to the Transit Program Director. The Director may, in the sole discretion of the Director, approve or deny the request based upon operating requirements of the District. The determination of the Director is final and not subject to grievance. 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 or is otherwise no longer open and available. If one of the participants resigns, the remaining one-half returns to full-time.

b. Job share employees will normally each work 50% of a regular full-time position. Under a 50% arrangement, each employee will be eligible to receive one-half the benefits enjoyed by a full-time regular employee.

c. The Transit Program Director may approve a 60%-40% or other job share percentage arrangement wherein one of the job share employees may or may not be eligible to receive any benefits.

d. Job share arrangements may be for a specific time period. All job share arrangements shall be in writing and must be agreed to and signed by all participating parties.

ARTICLE 6

JOB BIDDING

Per the MOU between LCEA Transit and the District, prepared April 18, 2010, the following method will be used for a regular employee to be considered to fill route openings in the Transit Program.

1. Any regular employee may, after completing initial trial service of employment, bid, on any route posted.
2. Employees may submit bids for more than one route if multiple routes are posted.
3. Route openings will be posted on the Transit bulletin board for a period of five days, not including Saturday and Sunday. Interested employees will sign their names on the posted route sheet. Every effort will be made to notify employees on vacation or sick leave regarding route openings.
4. Once the five-day posting period has expired, the senior qualified driver bidding for the route will be contacted by Transit Management and offered the route. If for any reason the employee decides not to accept the route, the next senior qualified employee bidding for the route will be offered the route.
5. An employee selected for a route for which he or she has submitted a bid and is removed because the route is eliminated will cause all routes to be re-bid.
6. After regular drivers have been exhausted, the formal open-hiring process will be implemented.

ARTICLE 7

PAID HOLIDAYS

1. The following days shall be recognized and observed as holidays:

| | |
|----------------------------------|------------------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr, 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 | 1st Monday in September |
| Veterans' Day | November 11 |
| Thanksgiving Day | 4th Thursday in November |
| Christmas Day | December 25 |

Also the Board of Directors is vested with the authority to designate or recognize holidays.

Beginning July 1, 1997, in place of a personal holiday, regular full-time employees will accrue an additional .42 hours of vacation time per pay period as provided in Article 8.

Whenever a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. Holidays which occur during paid vacation or paid sick leave shall not be charged against such leave. Should one of the above listed holidays fall on a Friday or a Saturday during a period when the employee's regular day off is on Friday, such holiday shall be granted on the preceding Thursday. Should one of the above listed holidays fall on a Sunday or Monday during a period when the employee's regular day off is on Monday, such holiday shall be granted on the following Tuesday.

2. Holiday Pay:

Eligible employees shall receive 8 hours pay for each of the holidays listed above which falls within their 40 hour, 5 day (8 hour work day), work week and on which they perform no work, or 10 hours pay for each such holiday which falls within their 40 hour (10 hour work days), work week.

3. Holiday Work:

If an employee works on any of the holidays listed in Section 1 above, the employee shall, in addition to holiday pay, receive time and one-half cash compensation for all hours worked on that holiday.

Each observed Holiday two (2) regular transit drivers will be offered the opportunity to work (drive) a regular route in service on the Holiday.

The above will be accomplished on a rotating basis working from the qualified transit driver seniority list. If the two drivers from the list decline to work the holiday then the

work will be assigned to an on-call driver. Both regular drivers, in any case, will be rotated to the bottom of the list. The list will be posted.

ARTICLE 8
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.

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 2 hours 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 9

PAID 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.

Regular employees who work less than 40-hours a week and more than 20-hours a week will accrue vacation hours on a prorated basis.

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>40 Hour Work Week</u> |
| After 6 months of continuous service through the 5 th year: | 8.84 |
| Maximum Accrual: | 192 hours |
| Beginning the 6 th year of continuous service through the 10 th year: | 10.84 |
| Maximum Accrual: | 240 hours |
| Beginning the 11 th year of continuous service through the 15 th year: | 12.84 |
| Maximum Accrual: | 288 hours |
| Beginning the 16 th year of continuous service through the 20 th year: | 14.84 |
| Maximum Accrual: | 336 hours |
| Beginning the 21 st year of continuous service through xx year: | 16.84 |
| Maximum Accrual: | 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.

2. Continuous Service:

Continuous service shall be service unbroken by separation from District service, other than leave protected by law, vacation or sick leave. Time spent on other types of authorized, unpaid 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 were laid off, shall be entitled to credit for service prior to the leave or layoff.

3. Vacation Time:

A. Vacation times shall be scheduled primarily upon the needs of efficient operation as determined by the department. In case of any conflicts between employees concerning the scheduling of vacations, the employee with the longest period of service with the District shall be given first consideration, however, each employee will be permitted to exercise this right of seniority only once annually.

B. The allocation of scheduled vacation time will be done on a seniority basis but distributed on a round robin basis. Employees having the greatest seniority will select the first week, followed by the next most senior employee until all employees have selected on-week. Thereafter the process will repeat with the most senior employee again having second week followed by the next most senior employee. The process will repeat until all employees wanting to schedule their vacation in advance have been afforded an opportunity to do so.

Any employee opting not to preserve vacation time in advance, must schedule such time with management on a mutually agreeable basis. It is understood that vacation time on prescheduled in advance may not be agreed to depending upon the needs of the business.

At all times, if an emergency is declared by the Lincoln County Board of Commissioners, vacation time may be canceled.

4. Accumulation:

The maximum accumulation of vacation leave for any employee [is provided in Section 1 of the Article](#). An employee who has reached the maximum amount of vacation accumulation and who is unable to take vacation leave because of department work requirements, shall not lose vacation accumulation during such period. Such extra vacation credit over the maximum accumulation amount shall be scheduled by the department at the earliest possible date. Vacation leave shall not accrue during any absence without pay.

5. Termination or Death:

After twelve (12) months of continuous service, upon the termination of an employee for any reason, or in the event of the death of any employee, all accumulated vacation shall be paid either to the employee or the employee's heirs as appropriate.

6. Vacation Leave Sell Back

Effective January 1, 2016, employees who have used at least eighty (80) hours of vacation leave in the previous calendar year, may choose to sell back 40 hours of accrued vacation leave in lieu of time off, provided the employee maintains a vacation balance of at least 40 hours following the payout. This option may be exercised once annually.

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

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

ARTICLE 10

OTHER LEAVES

1. Leave of Absence:

In instances where it will not seriously disturb the operation of the District by the temporary absence of an employee, leaves of absence without pay may be granted for any reasonable purpose, and such leaves may be renewed or extended by the Board for any reasonable period.

2. Jury Duty:

A regular employee who is required to be absent from work for jury service shall receive regular straight time pay while absent from work by reason of such assignment or interview or selection to serve as juror, for up to and including 40 hours in any one week. Upon receipt of pay for jury service, the employee shall pay the District the amount received as payment for the day absent from work while serving as a juror, except that the employee shall retain the mileage reimbursement. To be eligible for District payments the employee must notify the immediate supervisor at the time the employee was called for jury service. Employees released from jury duty before 12:00 noon, shall return to work for the afternoon shift.

3. Family Medical Act:

The District and LCEA recognize and agree to comply with the federal "FAMILY MEDICAL LEAVE ACT". Any language more lenient of the FMLA in this Contract shall be binding.

4. Military and Peace Corps Leave:

Military, Peace Corps and Parental Leave shall be granted in accordance with federal law or Oregon Revised Statutes.

5. Effect on Vacation Leave:

An employee who is granted a leave of absence without pay for a period in excess of sixty (60) calendar days, normally shall first be scheduled for any vacation leave that has accrued to the employee's credit before being placed on leave without pay.

6. Failure to Return from Leave:

Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned and the employee's position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence satisfactory to the District of inability to return to work by reason of sickness, physical disability or other legitimate reasons beyond the employee's control.

7. Absence Without Leave:

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this agreement shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action; however, such action is subject to the grievance procedure.

8. LCEA Business Leave:

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

Prior to expiration of such leave and upon written request, the District will give consideration to extending said leave for an additional two 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 their position with the District. The denial of such request for leave shall not be grievable under Article 14.

9. Leave Sharing:

The District agrees to maintain a Leave Sharing policy through the life of this agreement. The District maintains the right to make changes as the District deems necessary.

ARTICLE 11

HEALTH & WELFARE

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

Except as provided below, For the period July 1, 2021 through December 31, 2023, the District 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, the District will make two contributions (payable on the first pay period in January and July) on behalf of each full-time benefit eligible Bargaining Unit employee a contribution in the dollar amount of \$850 for employee only and \$1,700 for employee plus dependent(s) through a Health Savings Account (HSA) selected by the District. New hired eligible employees after January 1st of each year shall receive pro-rated contributions at date of medical eligibility to the HSA.

For the period January 1, 2022 through December 31, 2023 the District will make two contributions (payable on the first pay period in January and July,) behalf of each, full-time benefit eligible Bargaining Unit employee who is covered by the HDHP but is not eligible to receive Health Savings Account contributions due to enrollment in Medicare, Veterans' Tri Care or Indian Health Services, a Voluntary Employee Benefit Association (VEBA) contribution to a VEBA account, selected by the District, in the amount of \$850 for employee only and \$1,700 for employee plus dependent(s). New hired eligible employees 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 District's Section 125 Plan.

The District 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 District 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 District.

Section 2 - Employee Participation:

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

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

Number of Workable Days in
Month

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 District salary supplement chargeable to accumulated sick leave, or for a leave without pay taken at the request of the District such pro-ration will not be effective for any leave protected in accordance with FMLA/OFLA laws.

3. Optional Insurance Coverage:

Employees desiring to participate in other optional insurance programs currently authorized by the Board may do so at their expense on payroll withholding. Employees on a continued non-paid leave status must make their own arrangements with the payroll department to continue insurance benefits at their own expense, subject to the contract terms and conditions between the District and the insurance carriers.

5.

4 Physical Examinations:

Physical examinations required by the State of Oregon as a qualification for operating motor vehicle equipment shall be the responsibility of the employee. The District shall pay for the examination in full if the examination is performed by a physician with whom the District has specifically contracted for such services, otherwise the District will pay for the examination up to a maximum of \$175, less any amounts paid by insurance. In the event that an employee does not pass the initial examination, the District will cover the costs up to \$100.00 of the second examination only if it is successfully passed by the employee. In the event that an employee is unable to qualify for the appropriate DMV license, the employee may be reassigned to an available position for which the employee is qualified and for which an appropriate DMV license is obtainable.

ARTICLE 12

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.

ARTICLE 13

WAGES

1. Compensation Plan for Driver and Dispatcher classification:

- a. Compensation shall be paid in accordance with the Salary Schedule set forth on attached Exhibit "A" effective July 1, 2021. Information concerning any major change in the salary schedule will be made available to all employees within thirty days of such major change.

Effective August 1, 2021 all bargaining unit employees who are currently on the payroll will be paid an "at-risk" premium for straight-time compensable hours worked from July 1, 2020, through June 30, 2021. The payments shall be calculated as follows

- 1750 hours or greater receive a premium of \$750.00
- 1450-1749 hours receive a premium of \$500.00
- 1-1449 hours receive a premium of \$250.00

Effective August 1, 2022 all bargaining unit employees who are currently on the payroll will be paid an "at-risk" premium for straight-time compensable hours worked from July 1, 2021, through June 30, 2022. The payments shall be calculated as follows

- 1750 hours or greater receive a premium of \$750.00
- 1450-1749 hours receive a premium of \$500.00
- 1040-1449 hours receive a premium of \$250.00

Any employee assigned by management to lead responsibilities shall receive a premium of 5% for the actual hours worked.

- b. Each employee shall be paid at one of the rates in the salary range for the classification in which the employee is employed.

Any employee being paid at a rate greater than outlined in the pay schedule will ***not be reduced in pay and will*** receive the "at-risk premium" pay only for the life of this agreement.

- c. 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:

1. SEVEN STEPS FOR NEW EMPLOYEES:

Employees hired and continuously employed by the District on or after July 1, 2021 (hereafter New Employees):

(a) Employees who have served satisfactorily for the first 1040 straight-time compensable hours will automatically be eligible for advancement to the next steps. Thereafter, employees must serve satisfactorily for 2080 straight-time

compensable hours (*calculated from July 1, 2020*) to automatically be eligible for advancement to the next step of the salary range until attaining step 7.

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.

d. Promotion

An employee who is promoted is eligible on the date of such promotion for a salary step adjustment to the next higher rate in the new salary range. Normally all promotions, as to pay and duties, shall become effective on the first working day of a month. The first of that month then shall establish a new anniversary date for subsequent step increases.

e. Demotion

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

f. Salary Range Adjustment

The Board may make, in addition to general salary changes negotiated between the Board and LCEA, 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.

2. Promotion for District Employees:

a. Job Posting and Promotion: It is the intention of the District to fill job vacancies in regular positions from within the District before hiring new employees. Notice of bargaining union job vacancies shall be posted on appropriate bulletin boards of the District. This will include the job title, pay grade and the general scope of duties and required qualifications and skills. Only those employees in the District who make application during this five (5) day period will be considered and the vacancy will be filled by the most senior, qualified employee as determined by the District.

An employee who is promoted to a higher level job assignment, shall serve a 60 day trial service period. If, during this trial service period, the employee who, in the opinion of the Transit Program Director, is found to lack the full range of required skill and ability, the employee shall be returned to the previous or comparable assignment and appropriate hourly rate and shall be provided in writing, the reason for such action. The employee may, at his/her option, also return to his/her previous position during the trial service period at the same salary and grade. An employee who satisfactorily completes the trial service period in the higher job assignment will be considered to be regularly appointed.

b. Demotion:

An employee may be demoted at the employee's request, with the approval of the Transit Program Director, or as necessitated by the availability of work or funds. In such cases the employee must be fully capable of performing the duties as required. A demotion for any reason will be accompanied by a reduction in wage rate and employees at all times will be paid at the appropriate rate for their classification as set forth in Exhibit "A".

c. Higher Class Work:

Except for training purposes, any qualified employee temporarily assigned to perform the full duties of a position with a wage rate higher than the employee's normal rate, shall be paid for such assignment at the regular rate of the higher position if such assignment continues for one full shift or more, retroactive to the beginning of the assignment. The senior, qualified employee immediately available will be selected for higher class work, given district needs and the necessities of location.

3. Reporting Time:

Any employee who is scheduled to report for work and who appears for work as scheduled, but where work is not available, shall be excused from duty and paid at the employee's regular straight-time rate for two (2) hours' work.

4. Call-in-Time:

Any employee called to work outside of the employee's regular shift by the Department shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 1/2), providing the employee is physically fit to perform the work upon reporting to the supervisor. Extension of a shift or early call to work is exempted from this provision of "call-in-time".

5. Overtime:

a. Accumulation:

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 the following situations, but not twice for the same hours:

(a) All assigned work in excess of the scheduled workday if the scheduled workday is at least 8 hours in duration, and/or worked in excess of 40 hours in a work week, unless the employee and the supervisory authority have mutually agreed to a flexible work schedule for that day. Provided that daily overtime will be paid in excess of 10 hours in one day, scheduled or unscheduled.

(b) All work performed on a holiday identified in Article 6 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 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 District. Any time during any form of leave, including, but not limited to, vacation leave and sick leave, shall not be included as work performed for purposes of overtime calculation.

b. Meals:

If an employee works four or more overtime hours in a workday, the employee shall be entitled to reimbursement (up to the amount provided by District policy and rates) for a meal purchased by the employee during that overtime work, unless the District has furnished such a meal.

c. Distribution:

Overtime work shall be distributed equally as is reasonable among employees with comparable skills within each work group. The regular employee assigned to the job would remain assigned to work when overtime is required. This would include Friday, when it is an overtime day. If the employee assigned to the job does not wish to work the overtime, the senior, qualified employee immediately available with comparable skills will be given the opportunity to work the overtime.

d. Compensatory Time Accrual:

Employees shall have the option to accumulate up to a maximum of eighty (80) hours per fiscal year of compensatory time off in lieu of cash. The eighty (80) hour maximum is the total allowed after computation at time and one-half. Such compensatory time is to be taken at times mutually convenient to the employee and the District. Overtime in excess of eighty (80) hours shall be paid in cash and shall be included in the payment check for the pay period in which it was worked.

e. Assignment:

Available overtime will be offered first to regular employees as defined in Article 1 before being offered to on-call employees. This does not prevent management from covering dispatch with management employees at its discretion.

6. Pay Periods:

a. Pay Days:

Until County gives 45- day notice to Union of a change to a 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 date will be the preceding workday.

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

b. Hold Harmless:

LCEA shall hold the District harmless in the event of delay in the issuance of paychecks.

7. Travel Pay:

Whenever an employee is required by the District to use personal transportation for purposes other than reporting to work or returning therefrom, the employee shall be paid at the allowable IRS rate of reimbursement. Travel and other expenses shall be in accordance with the Lincoln County Policy for Reimbursement of Travel and Other Expenses, which is attached hereto and incorporated by reference.

8. Personal Property Damage:

Employees shall be reimbursed up to one-hundred fifty dollars (\$150.00) per occurrence for damage to their glasses, footwear (excluding normal wear), and hearing aide, when such damage occurs in the performance of the employee's regular assigned duties as an employee of the District and if such damage did not result from negligence on the part of the employee. Any claim for such damage must be submitted to the Transit Program Director within fifteen (15) days of the date the damage occurred. The Transit Program Director will expeditiously process such claims and forward those approved to the Board for payment.

9. Step Increases and Performance Evaluations:

- a. Employee performance evaluations that are below standard shall be supported by written documentation that has been reviewed and signed by the employee. This review shall be conducted as close to identification of the problem or incident as reasonably possible.
- b. The Transit Program Director may withhold an employee's step increase for six months in the event of a below standard evaluation. The employee shall be given a work improvement plan that details the area or areas of unsatisfactory performance, and provides specific improvement goals and expectations. A reevaluation shall be conducted in six months, or earlier, at the Transit Program Director's discretion. If the

employee's performance is found to be at standard levels, the Transit Program Director shall approve the step increase effective the first of the month following the satisfactory performance evaluation. The anniversary date will not change.

ARTICLE 14

DISCIPLINE AND DISCHARGE

1. Discipline:

(a) Disciplinary action shall be in accordance with the District's Personnel Rules (Lincoln County Personnel Rules) (Article XXIX, except section E).

(b) Any meeting between a representative of the District and an employee in which any disciplinary action is to be announced, the employee will be advised of their right to Union representation, and a Union representative will be present if the employee so desires.

(c) If an occasion arises to reprimand an employee, it is to be done, if possible, in a manner that will not embarrass the employee before other employees.

2. Suspension:

No suspension or suspensions shall exceed an aggregate of 30 days in any 12 month period.

3. Notice:

When the District makes a decision to demote, suspend or dismiss an employee, the District will first give reasonable notice to the Union representative in the affected employee's work group or unit chairperson prior to taking such action.

4. Personnel File:

(a) It is the intent of the District and the Union that employees be informed of entries in their personnel file.

(b) The personnel file of any employee is subject to inspection by that employee at any time mutually convenient to the employee and the person responsible for keeping the personnel file.

(c) For purposes of this paragraph, "personnel file" means both the official personnel file kept by the Lincoln County Human Resources Department and the convenience file kept by the District.

5. Discharge:

The District shall not discharge any employee who has completed the six (6) month trial service period without just cause. The six (6) month trial service period shall be the first six (6) months of full-time employment. The employee and a Union representative will be notified in writing that the employee has been suspended for a definite period of time and is subject to discharge. Such notification shall state the nature of the offense for which the employee is being discharged in detail, specifying dates, locations and the particular nature of the offense committed by the employee.

6. Appeal:

Any disciplinary action or measure imposed upon an employee who has completed the trial service period may be appealed as a grievance in the procedure as provided in Article 14 of this Agreement. Disciplinary actions imposed on trial service employees are not appealable as a grievance.

ARTICLE 15

GRIEVANCE PROCEDURE

PROBLEM SOLVER LANGUAGE

Bargaining unit stewards may confer with bargaining unit employees about job related problems on District time. If such a discussion occurs, stewards will determine if the employee has discussed the problem with his or her supervisor and minimize the discussion time. Upon request of the Transit Program Director, the steward will also provide the Transit Program Director with a written report containing pertinent information within ten calendar days.

1. Grievance Procedure:

- a. 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 in the following manner:

Step 1: The employee with LCEA representation, shall, within 21 calendar days of the occurrence or knowledge of the occurrence of an alleged violation of the terms of this Agreement, submit the grievance in writing to the Transit Program Director. 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 provisions of the Agreement alleged to have been violated.
- (d) The remedy sought.
- (e) The signature of either the grievant and the grievant's LCEA representative.

The Transit Program Director shall respond in writing to the employee and the employee's LCEA representative within 14 calendar days following receipt of the written grievance report.

Step 2: If the grievance still remains unresolved, an authorized representative of LCEA may submit the matter to the Board of Directors within 14 calendar days of the response from the Transit Program Director. The Board shall render its decision in writing to LCEA within 14 calendar days.

Step 3: If the grievance remains unresolved, an authorized representative of LCEA may proceed with the matter to binding arbitration, as provided in Section 3 below, and shall submit a written notice of such intent to the Board of Directors.

2. Time Limits:

The time limits prescribed in the Article for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent of the parties so involved. Likewise, any step in the grievance procedure may be eliminated by mutual consent. Mutual consent shall be indicated in writing and shall be signed by all parties involved. No employee shall be disciplined or discriminated against in any way because of the employee's proper use of the grievance procedure.

3. Arbitration:

a. Referral to Arbitration:

If LCEA and the employer fail to settle any grievance, the matter may, at the option of LCEA, be referred to an impartial arbitrator mutually agreeable to both parties. LCEA shall exercise its option to proceed to arbitration within 15 calendar days of the response of the Board of Directors as provided by Step 4 of the grievance procedure, otherwise the grievance shall be considered to be resolved.

b. Selection of an Arbitrator:

If the impartial arbitrator cannot be mutually agreed upon by both parties, a list of arbitrators shall be requested from the State Mediation and Conciliation Service, by either or both parties, to provide a panel of five arbitrators within 5 working days. Both the employer and the Union shall strike two names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall begin taking evidence and testimony within 15 working days after selection.

c. Authority of the Arbitrator:

1. The authority of the arbitrator shall be limited to the interpretation of this Agreement.
2. The arbitrator shall not have the authority to add or subtract from the provisions of this agreement.
3. The arbitrator shall have the authority to decide on questions of fact or law involved in any grievance or dispute referred to arbitration.
4. The decision and/or award of the arbitrator shall be final and binding on both parties.

- d. Each party shall pay its own expenses incurred in arbitration. The fees and expenses of the arbitrator shall be borne equally by the District and LCEA.

ARTICLE 16

GENERAL PROVISIONS

1. No Discrimination:

The provisions of the Agreement shall be applied equally to all employees in the negotiating unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, disability, veteran status, Union Membership or political affiliation. LCEA and the Board shall equally share the responsibility for the application of this provision.

All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

The Board agrees not to interfere with the rights of employees to become members or refrain from becoming members of LCEA and there shall be no discrimination, interference, restraint or coercion by the District or LCEA or any board or LCEA Representatives, against any employee because of LCEA membership or non-membership or because of any employee activity in an official capacity on behalf of LCEA provided such activity or other cause does not interfere with the effectiveness and efficiency of District operations in serving and carrying out its responsibility to the public.

There shall be no soliciting of employees for LCEA membership during working hours when such soliciting would interfere with the performance of an employee's duties.

2. Bulletin Boards:

The District agrees to furnish and maintain suitable bulletin boards in convenient places to be used by LCEA at all District shops. All notices and bulletins posted on such bulletin boards must have the approval and be initialed by one of the LCEA Officers. Inasmuch as the District is an ORS chapter 451 special district, no LCEA bulletin board will be used for the posting of political materials.

3. Educational Leave:

After completing one (1) year of service, an employee upon request may be granted a leave-of-absence without pay for educational purposes. The period of such leave-of-absence shall not exceed one (1) year, but may be renewed or extended at the request of the employee. Requests in writing, for educational leave shall be made not less than fifteen (15) days prior to date of leave. Such leave is subject to approval of the Board.

Employees may also be granted leaves-of-absence with pay for educational purposes, for reasonable lengths of time, when requested by the District to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability related to employment with the District.

5. Visits by Union Representatives:

Representatives of the LCEA shall have reasonable access to the premises of the District. Such visits shall not interfere with the normal operation of the District.

6. Trial Service Period:

All new employees shall serve a six month trial service period. During the six month trial service period, the employee shall have no expectation of continued employment and may be dismissed from employment without any showing of cause or redress under this Agreement.

7. Stewards:

Employees selected by LCEA to act as LCEA Representatives shall be known as “stewards”. The names of the employees selected as stewards and the names of the LCEA-elected officers, who may represent employees shall be certified in writing to the District by LCEA. Duties required by LCEA of its stewards, excepting attendance at meetings with the District, supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee, under Article 13 hereof, shall not interfere with their or other employee’s regular work assignments as employees of the District. Contacts between LCEA and employees except the aforementioned meetings, shall be made outside of working hours.

8. District/LCEA Meetings:

All meetings between the Board and LCEA may be held, if practicable, during regular working hours, on District (or Lincoln County) premises without loss of pay to authorized participating employees. The number of participating employees representing LCEA, exclusive of any aggrieved employee, shall be limited to two (2) without loss of pay.

ARTICLE 17

WORKERS' COMPENSATION

1. Employees shall be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the District.
2. The day of injury shall be considered a work day, and the employee will receive the normal salary for that day.
3. Integration with Sick Leave:

Pursuant to ORS 656.240, the District, with the consent of the employee, may deduct from sick leave payments to the employee, 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 18

SAFETY

Equipment provided by the District shall be maintained in a safe condition. When an employee believes that an unsafe condition exists, the employee shall immediately report such unsafe condition, to either the dispatcher on duty or to the Transit Program Director, with a follow-up written report on the applicable District form. Employees shall at all times follow District and State safety regulations. Failure to follow safety and traffic regulations may be subject to disciplinary action. LCEA shall join in the selection of at least one member of the Safety Committee.

District confirms that it is the right and duty of individual drivers under their Commercial Driving Licenses to make determinations when road conditions (such as those caused by snow, ice or heavy winds) constitute a safety/hazard for driving for that driver and to act accordingly. Drivers will notify dispatch or a supervisor as soon as practical if service will be interrupted or altered. While these considerations and determinations may be made individually, the District continues to have the right to determine if conditions warrant suspending or continuing District services in whole or in part or to provide these services through alternative means.

Management commits to a good faith understanding that it will attempt to maintain reasonable rest facilities sufficient to provide relief stations on all bus routes for drivers.

By mutual agreement management and the union will form a transit labor/management committee to collaboratively enhance communication, to discuss and jointly resolve workplace issues as they affect bargaining unit members. Meeting times and participants will be mutually agreed to by both union and management.

ARTICLE 19

MAINTENANCE OF BENEFITS

The parties to this agreement agree that for these identified benefits shall be maintained in the same manner and at the same accrual levels that are ultimately negotiated for the LCEA *County* successor agreement to go into effect July 1, 2021.

:

- Retirement
- Sick Leave
- Health Insurance
- Vacation
- Holidays

ARTICLE 20

SAVINGS CLAUSE

This document constitutes the sole and complete agreement between LCEA and the Board, and embodies all the terms and conditions governing the employment of employees in the negotiating 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 commitment or Agreement between the Board and LCEA or any individual employee covered by this Agreement is hereby superseded by the terms of this Agreement.

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

ARTICLE 21

LIFE OF AGREEMENT & TERMINATION

1. This Agreement shall be effective the date of execution and shall remain in full force and effect until the 30th day of June 2023 (December 31, 2023 for Health and Welfare Benefits).
2. If either party wishes to renew or modify the Agreement as of July 1, 2021, notification of such renewal or modification must be submitted in writing to the other party by January 1, 2023. Negotiations to begin by February 1, 2023.

The notification served by the party wishing to renew modify this Agreement as specified above shall include the substance of the proposed modification or renewal and the language in which such renewal or modification is to be expressed. The scope of such proposed renewal or modification of this Agreement shall not preclude or limit the right of the other party to make additional proposals or counter proposals during the course of negotiations.

3. The Agreement shall remain in full force and effect during the period of such negotiations and shall terminate on the date indicated above.
4. This Agreement may be terminated at anytime by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand this 25th day of October 2021

LINCOLN COUNTY
EMPLOYEES ASSOCIATION (TRANSIT)



Fernando E. Gapsin, LCEA Transit Chair



Jim Krause, Transit

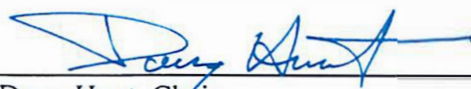


Jeff Brieger, Transit



President LCEA

BOARD OF DIRECTORS



Doug Hunt, Chair



Claire Hall, Commissioner



Kaety Jacobson, Commissioner

EXHIBIT "A"

| Range 9 | | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|-----------------------------------|------|----------|----------|----------|----------|----------|----------|----------|
| STRAIGHT TIME HOURS WORKED | | 1040 | 2080 | 2080 | 2080 | 2080 | 2080 | 2080 |
| 9.2 | HRLY | 18.00 | 19.00 | 19.50 | 20.00 | 20.50 | 21.25 | 22.00 |

005 Dispatcher

009 Driver