

ARTICLE IX

HOURS OF WORK AND OVERTIME

Section 1 - Workday/Workweek

The workday is defined as twenty-four (24) hours commencing at 2200 hours. The workweek is defined as seven (7) consecutive workdays in the calendar week commencing at 2200 hours on Friday and ending at 2159 hours on the following Friday.

Section 2 - Normal Work Schedule

An employee will normally receive two (2) consecutive days off, but not necessarily in the same workweek.

Section 3 - Employee Work Schedule/Reporting Place

- (A) It is recognized that the **COUNTY** may, from time to time, find that changes in individual or operational work schedules and/or reporting place are in the best interest of governmental operations. It is agreed that the **COUNTY** may make such changes, provided that except in the case of emergency, the **COUNTY** shall notify the affected employee ten (10) calendar days prior to implementation of such changes. An employee may waive the ten (10) day notice requirement. Such waiver shall be in writing.
- (B) Temporary work schedule and/or reporting place changes for the purpose of meeting statutory requirements shall not be subject to the provisions of this Section. Emergency is defined as any unforeseeable circumstance or situation requiring the presence of personnel to conduct **COUNTY** business as deemed necessary by the **COUNTY**.
- (C) Work schedules and/or reporting place shall not be temporarily changed for the purpose of avoiding the wage provisions of this Agreement.
- (D) It is understood that employees shall not have the privilege of selecting work schedules and/or reporting place; however, the **COUNTY** shall make a good faith attempt to avoid making change in working schedules which result in an expressed undue hardship to affected employees, and will within operational limitations consider requests for shift and/or reporting place preference. The **COUNTY** shall have the final decision in all cases.
- (E) Employees shall report to their permanent place of reporting so as to begin work at the designated starting time and shall return to their reporting place so as to be off work by the designated quitting time.

Section 4 - Alternate Work Schedules

- (A) In the event the **COUNTY** initiates work schedule changes resulting in a change in the number of days per week or hours per day, to be worked, the **COUNTY** shall include with the notice an explanation of any changes in overtime calculations.
- (B) An employee may submit a written request to his/her supervisor for a permanent or semi-permanent change in work hours and/or workdays of his/her work schedule. Such requests may provide for a four (4), ten (10) hour day or a four (4), nine (9) hour day and one (1), four (4) hour day.
- (C) When an employee works an alternate work schedule pursuant to (A) or (B) above, all hours worked pursuant to the schedule shall be considered regular hours and not subject to the overtime provisions of this agreement. It is agreed that in no event shall an employee be required to work more than forty (40) straight time hours in the workweek.

- (D) The granting or denial of any request for an alternate work schedule shall be at the sole discretion of the **COUNTY** and shall not be subject to the grievance and arbitration provisions of this agreement.

Section 5 - Overtime

When the **COUNTY** requires employees to work overtime, the following shall apply:

- (A) Authorized overtime work shall be compensated by cash payment at the rate of one and one-half (1-1/2) times the regular hourly rate. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.
- (B) Except as modified by Section 4 above, all work performed in excess of eight (8) hours in any one workday, or forty (40) hours in any workweek shall be considered overtime work.
- (C) The **COUNTY** shall be the sole judge as to the necessity, requirement and qualifications of personnel to work overtime. The **COUNTY** agrees to recognize and consider seniority in regards to overtime assignments.
- (D) It is understood that for the purposes of overtime calculations, employees working shifts, which overlap workdays, shall be assumed to have completed their shift on the day in which it commenced.
- (E) Overtime shall be compensated only once for the same hours worked.
- (F) Overtime shall be calculated to the nearest one-quarter (1/4) hour worked.
- (G) Any employee, having worked on each of seven (7) consecutive days in the workweek, shall be paid at the rate of two (2) times the regular straight time for all work performed on such seventh (7th) day provided that said employee has worked forty (40) regular hours in the workweek.

Section 6 - Meal/Rest Periods

- (A) Employees shall be allowed one (1) rest period of fifteen (15) minutes' duration in each one-half (1/2) shift, which insofar as is practicable, shall be in the middle of each half-shift, such time to begin when the employee leaves their work station, and to end when the employee returns to their work station.
- (B) Employees who are required to work beyond their regular quitting time shall be allowed a fifteen (15) minute rest period before commencing overtime work provided that it can be reasonably foreseen that such overtime will exceed two (2) hours' duration.
- (C) Unpaid meal periods shall not be less than thirty (30) minutes, nor more than one (1) hour in duration.
- (D) Employees whose work schedule requires one-half (1/2) or more of their shift to be during the night shift shall receive a paid meal period not to exceed one-half (1/2) hour in duration and shall be subject to call by the **COUNTY**.
- (E) Employees required to work in excess of two (2) hours beyond their regular scheduled shift shall be granted a minimum of one-half (1/2) but not more than one (1) hour paid meal period. It is understood that the duration of such periods shall be determined by the **COUNTY**.

Section 7 - Cleanup Time

Employees shall be afforded fifteen (15) minutes prior to the conclusion of the workday for the purpose of clean-up and preparation of personal work gear for the next day.

Section 8 - Call Back/Reporting Time

- (A) Except as follows in this section, an employee who is called back to work prior to their next scheduled shift shall be guaranteed a minimum of four (4) hours' work.
- (B) During periods of emergency sanding and snowplow operations, 7:00 PM will be the cut-off time in determining employee shift change time vs. call back time. If emergency sanding and snowplow operations are required and employees are informed prior to 7:00 PM, it will be considered shift change time. If employees are informed after 7:00 PM, it will be considered call back time. For purposes of this provision, the term "emergency" is defined as an ice and/or snow event which could not be accurately predicted far enough in advance to implement the normal work schedule change procedure described in Section 3 (A) of this Article.
- (C) With regard to weather-related and/or similar "emergency" situations where the need to change schedules cannot be predicted in advance, but specifically excluding the sanding/snowplowing operations addressed in Paragraph (B) above:
 - (1) If an employee is notified prior to the end of their regular shift that their schedule is to be changed for their next shift, it will be considered a shift change for emergency reasons and will not result in standby or call out pay. Overtime pay will only apply if the employee was assigned to work beyond the end of the newly scheduled shift.
 - (2) If an employee is called out after the end of their shift and more than four (4) hours prior to their next scheduled shift, it shall be considered call out and the employee will be guaranteed four (4) hours of work.
 - (3) If an employee is called out four (4) hours or less before the start of their next shift, the employee will work the call out hours in addition to their regular shift and be eligible for overtime. An employee who has been called out may request a shift change in order to leave work before the end of their regular shift, in which case they will only be paid for the actual hours worked. However, if a supervisor sends an employee home prior to the end of their regular shift, the employee will receive their regular pay including overtime, through the end of their regular shift.

For purposes of this provision, the term "emergency" is defined as an unforeseeable circumstance or situation requiring the presence of personnel to conduct **COUNTY** business as deemed necessary by the **COUNTY**,

- (D) An employee who reports for work as scheduled and upon reporting finds no work available shall be guaranteed a minimum of four (4) hours' pay at the applicable straight or overtime rate. It is understood that this provision shall not apply if such employee has previously been told not to report for work.
- (E) It is also understood that the provisions of this Section are applicable only to the extent that such employees accept any work available.

Section 9 - Shift Differential

- (A) Day shift shall be any shift commencing subsequent to 6:00 a.m. and ending prior to 6:00 p.m.; and the night shift shall be any shift commencing subsequent to 6:00 p.m. and ending prior to 6:00 a.m.

- (B) Permanent Probationary and Non-Probationary employees whose work assignment is the night shift shall receive an additional three percent (3%) over their regular hourly rate of pay, subject to the following:
- (1) If an employee works at least one-half (1/2) of their regular work assignment within the night shift, they will receive shift differential for their entire work shift.
 - (2) If an employee works less than one-half (1/2) of their regular work assignment within the night shift, they will receive shift differential for a minimum of one-half (1/2) of the total hours of their work shift.
 - (3) If an employee works on a special short duration work assignment which involves any length of time within the night shift, they will receive shift differential for their entire work shift.
 - (4) Shift differential shall not be paid when an employee is on overtime on the day shift and works into the night shift. Shift differential shall continue to be paid when an employee is on overtime on the night shift and works into the day shift.
 - (5) Shift differential shall not be paid when an employee is on a four (4) day, ten (10) hour work schedule and less than two (2) hours of their regular work shift extends into the night shift period.

Section 10 - On-Call Time

No bargaining unit employee shall be required to accept work-related phone calls after normal working hours nor be available for work or assignment on a standby basis, except as follows:

- (A) The Electrician may be required to be available for work or assignment on a continual standby basis where necessary for **COUNTY** operations. Continual standby shall not exceed one month in duration with at least one month between periods of continual standby except that the employee may waive these limitations in order to provide coordinated emergency coverage. **COUNTY** shall pay the Electrician \$300 per month as compensation when the employee is required to be on continual standby.
- (B) Any bargaining unit employee may be required to be available for work or assignment on an occasional standby basis for expected emergency conditions or for effective **COUNTY** operations. When requiring employees to be on standby, the **COUNTY** shall pay such employees one (1) hour regular wage per day as compensation for standby time. If the individual is called to work, they will be paid for the actual hours worked at the applicable straight or overtime rate, with the first hour or any part thereof being charged against the on-call pay.

ARTICLE X

WAGES

Section 1 - Salary Range Adjustments

- (A) The salary range for each presently established job classification is set forth in Schedule B.

Section 2 – Steps in Compensation Plan

- (A) The compensation plan shall be based on a 10 Step schedule in the manner shown on Schedule B.
- (B) Employees hired at Step 1 of the compensation plan shall advance to Step 2 upon the completion of six months of employment with the **COUNTY**. Otherwise, the anniversary date for any employee to move between steps of the compensation plan shall occur at twelve (12) month intervals provided the employee has achieved a “competent” (“satisfactory”) or better rating on their performance evaluation.
- (C) In the event an employee's evaluation is not completed within thirty (30) calendar days of when due, the following pay period the employee shall advance to the next higher step.

Section 3 - New or Revised Classifications

Should the **COUNTY** establish a new, or substantially modify an old or existing classification, the following shall apply:

- (A) A proposed wage rate shall be established by the **COUNTY**, and provided to the **UNION**.
- (B) The rate proposed by the **COUNTY** shall be deemed as agreeable to the **UNION** at the end of two (2) calendar weeks from the date of notice above unless the **UNION** requests negotiations for over the proposed wage rate within that same period.
- (C) Should the **UNION** request to negotiate over the proposed wage rate, the procedures established in Article XVII, Section 2 shall apply.
- (D) No new or modified classification shall become effective until such time as both the **UNION** and the Board of County Commissioners ratify the permanent wage rate.

Section 4 - Salary Protection

No employee shall have his/her salary reduced because of the establishment of a new or by substantially modifying an existing classification pursuant to Section 3 of this Article.

Section 5 - Out of Class

- (A) An employee temporarily transferred from a job at a lower rate of pay to a job classification at a higher rate of pay for a period in excess of one (1) hour shall be paid at the higher rate in accordance with normal promotional policy for all work performed in the higher classification, provided that the employee is qualified to perform the higher classified work and that such assignment is not for training purposes. It is agreed that employees shall not be assigned in a trainee status solely for the purpose of avoiding the provisions of this section.
- (B) All assignments in training shall be as provided for in the Operator Training Program as provided for in Article XIV, TRAINING, of this Agreement.

- (C) It shall be understood that whenever the County identifies the need to employ extra help, the current permanent staff will be given the opportunity to work out of class in the position identified for extra help. In this case, working out of class assignments will be made subject to the following:
- (1) Assignments will only be made within the division.
 - (2) Employee qualifications, including certification, will be determined by the **COUNTY**.
 - (3) Employees may reject the assignment.
 - (4) The **COUNTY** is not required to provide a ten (10) day notice of change of the reporting place.
 - (5) The **COUNTY** may terminate the working out-of-class assignment for inability to perform.
 - (6) Working out-of-class assignments shall be for the duration of the project; however, if an employee terminates assignment, the **COUNTY** may fill the position with extra help.
 - (7) Eligibility for these assignments will apply only to permanent, non-probationary employees.
 - (8) No significant disruption of **COUNTY** operations.
- (D) Any RM-2 operating the Mobile Solid Waste Packer ("Bigfoot") shall be paid out of class as an RM 3 only for those hours it is being set-up or operated, but not while in transit from job site to job site.

Section 6 - Equipment Differential

The **COUNTY** agrees to pay an additional five percent (5%) above their normal straight time hourly rate to employees while operating the following pieces of equipment:

- (A) Crane
- (B) Pit Cat at Glenwood
- (C) Asphalt Blade Patch Grader
- (D) Small Distributor when using asphalt products exceeding 200 F.
- (E) Large Distributor
- (F) Striper Operator in charge while striper is in operation
- (G) Blasting with Dynamite
- (H) Excavator Operator when Leadworker is not present
- (I) Chemical Spray Truck Crew
- (J) Operator in charge of Crack Sealing Crew when Supervisor or Lead Worker not present
- (K) Short Mountain Heavy Equipment (Large crawlers, Compactors and Scrapers)
- (L) Small Crawlers at Short Mountain Landfill
- (M) Vegetation High Lift
- (N) Snow Removal
- (O) Sanding
- (P) Striper Truck Driver

For Snow Removal and Sanding only, differential will be paid for the entire shift when an employee is called out prior to their normal start of shift.

Section 7 – Direct Deposit

- (A) All employees hired subsequent to March 1, 2001 shall have their payroll transmitted via direct deposit.

- (B) Employees hired before March 1, 2001 may elect to continue to receive their payroll check via the status quo or via direct deposit. Election of direct deposit is, thereafter, irrevocable.
- (C) Employees whose payroll is subject to direct deposit will continue to receive a payroll stub comparable to that which is provided under the status quo.
- (D) Direct deposit may be made to a maximum of two (2) financial institutions at any one time.
- (E) Payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.

Section 8 – Deferred Compensation

- (A) Effective the first pay period following July 1, 2006, the COUNTY will continue to contribute 1% of the employee's PERS subject wages into one of the COUNTY'S deferred compensation providers.
- (B) It shall be the responsibility of the employee to assure that his/her account does not exceed the maximum allowed under IRS rules.
- (C) Effective the first pay period following July 1, 2007, the COUNTY'S contribution will be 2% of the employee's PERS subject wages.
- (D) Effective the first pay period following July 1, 2008, the County's contribution will be 3% of the employee's PERS subject wages.

Section 9 – Minor Payroll Adjustments

The **UNION** agrees that the **COUNTY** may make minor adjustments to an employee's wages, up to a maximum dollar amount of \$25.00 per pay period, without receiving the employee's written agreement in advance of the change. This is intended to allow for payroll correction to rate of pay and/or number of hours paid that might result in an error to an employee's payroll check.

ARTICLE XI

LEAVE TIME AND HOLIDAYS

Section 1 - Holidays

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

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

(B) Qualifications

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

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

(C) Holiday Pay

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

holiday shall receive one and one-half (1-1/2) times the regular straight time rate for all work performed on the holiday. If the employee requests, alternate time off with pay at a mutually convenient time shall be granted in lieu of (a) above.

- (4) Employees called to work on the holiday, but who do not report, shall forfeit holiday pay unless such absence is excused.

(D) Holidays on Day off

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

(E) Holiday During Leave

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

(F) Friday Following Thanksgiving

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

Section 2 - Time Management

(A) Purpose

It is the purpose of the employee time management program to provide employees with a leave with pay program, which is easy to understand, responsive to individual needs, and easy to administer.

(B) Eligibility

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

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

(C) Accumulation

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

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulated
0 - 12 mos. (0 to 1 yr)	20.0 days/yr	6.154 hrs/pay period
13 - 24 mos. (1 - 2 yrs)	23.0 days/yr	7.077 hrs/pay period

25 - 48 mos. (2 to 4 yrs)	26.0 days/yr	8.000 hrs/pay period
49- 108 mos. (4 to 9 yrs)	29.0 days/yr	8.923 hrs/pay period
109 - 168 mos. (9 to 14 yrs)	32.0 days/yr	9.846 hrs/pay period
169 - 228 mos. (14 to 19 yrs)	35.0 days/yr	10.769 hrs/pay period
229 - 288 mos. (19 to 24 yrs)	38.0 days/yr	11.692 hrs/pay period
289 mos. + (24 + yrs)	41.0 days/yr	12.615 hrs/pay period

(D) Part-time employees

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

(E) Existing Vacation

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

(F) Usage

During the course of the year, absences from work for any reason other than on-the-job illness or injury covered by Worker's Compensation, disability leave as provided for in Section 4 of this Article, or paid holiday shall be charged against the employee's accrued leave balance. Earned leave shall accrue whenever an employee is on pay status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.

(G) Maximum Accumulation

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

(H) Termination

Upon the termination of a non-probationary employee, the employee's accrued time management leave balance as of the date of termination shall be converted into pay at the rate of one (1) hour for each two (2) hours of accrued time management leave.

(I) Death

In the event of the death of a non-probationary employee, all accumulated earned leave shall be paid to the employee's personal representative at the current rate of pay.

(J) Scheduling

- (1) Employees shall, whenever possible, request time-off in advance. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor as soon as possible.

- (2) Substantiation of illness, injury or emergency may be required by the **COUNTY** when a pattern of excessive use of time management without prior supervisor approval interfering with operations has been documented. Failure to provide satisfactory substantiation may result in disciplinary action pursuant to Article V, DISCIPLINE AND DISCHARGE, of this Agreement.

(K) Conversion

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

(L) Layoff/Recall

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

Section 3 - Occupational Illness or Injury

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

- (A) Employees with less than six (6) months of service who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid the difference between their regular salary and compensation benefits for lost time at the rate of one day per month of employment.
- (B) Employees with more than six (6) months of service who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid the difference between their regular salary and compensation benefits for lost time for the first ninety (90) calendar days of the employee's on-the-job illness or injury. Such time shall not be charged against any earned leave balance.
- (C) Employees under this section shall have the option of giving their full Workers' Compensation check to the **COUNTY** and receiving their regular salary.

Section 4 - Disability Leave

- (A) After completion of six (6) months of employment if a non-occupational illness or injury exceeds

80 hours elimination period, the COUNTY will provide compensated time off at the regular rate of pay for the first two (2) weeks of disability, or any part thereof; at ninety percent (90%) for the next two weeks or any part thereof; at eighty per cent (80%) pay for the next two (2) weeks, or any part thereof; at seventy percent (70%) for the next two weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) for any remaining disability period. All disability leave pay is less any workers compensation benefits for which the employee may be entitled following the eighty (80) hour elimination period until the employee is released to return to work up to a maximum of ninety (90) calendar days from the first day of absence. Only time management leave used during the first eighty (80) hour elimination period will be charged against the employee's time management leave balance. If an employee returns to work, but is then off for the same illness or injury within the ninety (90) day period, the time off shall be charged to disability leave as provided for in this paragraph. However, an employee whose disability leave exceeds two weeks beyond the elimination period thereby becoming eligible for a reduced percentage of pay, may choose to offset the reduction from their regular pay by charging time to their accrued time management or vacation leave balance.

- (B) Once an employee has received benefits under this provision, he/she will not be eligible to use time management leave again until he/she has returned to work and subsequently suffered another illness or injury.
- (C) It is understood that disability leave for any reason shall not exceed that period during which the employee is in fact physically unable to return to work, as substantiated by the employee's physician.
- (D) Employees who are on disability leave shall not accrue Time Management.

Section 5 - Bereavement

Non-probationary employees shall be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) days (need not be consecutive) pay, or if out-of-state travel is required, one (1) weeks pay, at the regular straight time hourly rate. The COUNTY may require verification of the family status. Immediate family shall be defined as mother, father, spouse, sister, brother, child, grandparent, grandchild, stepmother, stepfather, step-child, father-or mother-in-law, son-in-law or daughter-in-law or any other relative residing in the employee's immediate household. Leave must be taken within thirty (30) days of the death.

Section 6 - Substantiation

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

Section 7 - Jury Duty

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

Section 8 - Leave of Absence

- (A) Leave of absence for good cause may be granted by the COUNTY provided that such leaves do not significantly disrupt normal COUNTY operations. Good cause shall include, but shall not be

limited to, the following reasons:

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

- (B) Leaves of absence shall be without pay except as specified elsewhere in this Agreement.
- (C) No payment for any leave of absence shall be made until such leave has been properly approved. Requests for such leaves shall be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave.
- (D) With the exception of military active duty, Peace Corps, and UNION leave granted in accordance with Article IV, Section 1(F), a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator.
- (E) An employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned, and the position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reasons of sickness, physical disability, or any other legitimate reason acceptable to the **COUNTY** beyond the control of the employee, and has received approval for an extension of such leave.
- (F) Military leave with pay may be extended to an employee who has been employed for six (6) months or more and who is a member of the National Guard or of any reserve component of the Armed Forces, for a period not to exceed fifteen (15) calendar days or eleven (11) work days in any military fiscal year whichever is less.

Section 9 - Unexcused Absence

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

Section 10 - Subrogation

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

ARTICLE XII

INSURANCE AND RELATED

Section 1 - Types of Insurance

The **COUNTY** agrees to cover its eligible and qualified permanent probationary and non-probationary employees with certain insurance protection and related programs. Should the costs of such programs increase during the life of this Agreement, or if new or improved benefits are instituted as a result of legislative action, such cost increase shall be covered by the **COUNTY** whenever such charges become effective. The **COUNTY** agrees to notify the **UNION** at least thirty (30) days prior to implementing any changes in any insurance or related benefit, unless such change is beyond the **COUNTY**'s control. Upon request, the **COUNTY** shall meet with the **UNION** to explain such changes.

- (A) Employee and dependent health insurance, with major medical services, also known herein as the "Traditional" plan, or, at the option of the employee, a "Managed Care" plan. **COUNTY** contribution to be equal under both plans.
- (B) Employee and dependent dental insurance;
- (C) Employee accidental death and dismemberment term life insurance in the amount of \$25,000 or one times annual salary, whichever is the greater;
- (D) Employee long-term disability insurance to provide 66-2/3% of gross income after ninety (90) days of disability, not to exceed the limits of the plan;
- (E) Employee and dependent vision plan.

Eligible and qualified permanent part-time employees hired after July 1, 2003, who are regularly scheduled to work between twenty (20) and thirty (30) hours per week shall receive employee-only health, dental and vision insurance. Such employees may elect to self-pay for purchase of dependent coverage under **COUNTY**'s group plan.

Section 2 – Health Insurance Plan

- (A) Effective August 1, 2003, the following changes will be made to the health insurance plan:
 - (1) The annual medical deductible for the "Traditional" plan will be \$100 per year, per insured, up to a maximum of three (3) per family.
 - (2) The annual out of pocket maximum for the "Traditional" plan will be \$1,500 per year, per insured, up to a maximum of three (3) per family.
 - (3) The co-payments for the "Managed Care" plan will be \$10 per visit.
 - (4) Both the "Traditional" and "Managed Care" plans will use a 3-tier drug formulary designed by **COUNTY**'s health insurance provider. Tier 1 drugs will require a \$15 co-payment; Tier 2 drugs will require a \$30 co-payment, and Tier 3 drugs will require a \$35 co-payment.

Prescriptions obtained directly from a pharmacy will be for a maximum of 34 days. The prescription drug plan will also include a mail order option for maintenance drugs. Through mail order, a 45-day supply may be obtained for one co-payment, and a 90-day supply may be obtained for 2 co-payments.

- (B) **UNION** agrees to maintain an assertive duty to support plan design changes as may be necessary to keep the highest year to year premiums increases at or below ten percent (10%) during the term of this Agreement.

Section 3 - Insurance Enrollment

The **COUNTY** agrees to enroll each eligible and qualified employee in the following programs:

- (A) The Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP) and the **COUNTY** shall pay the employer's contribution.

Effective the first pay period following July 1, 2006, the **COUNTY** will contribute the employee's 6% to the Individual Account Program (IAP) administered by PERS.

- (B) The Social Security System (FICA), for enrollment purposes, only.

Section 4 - Retiree Benefits

- (A) Upon retirement, all employees hired on or before July 1, 1987 and who have worked ten (10) full, continuous years prior to age seventy (70) shall be eligible for **COUNTY**-paid health insurance and may transfer from the active group to the retired group.
- (B) Upon retirement, all employees hired after July 1, 1987 and before July 1, 1997, and who have worked twenty (20) full, continuous years prior to age seventy (70) shall be eligible for **COUNTY**-paid health insurance and may transfer from the active group to the retired group.
- (C) Retired employees eligible for **COUNTY** health insurance under this provision either on a **COUNTY**-paid or self-pay basis are also eligible to purchase **COUNTY** health insurance in the retired group for their dependents.
- (D) To qualify for retirement and be eligible for **COUNTY**-paid medical insurance, an employee must meet the **COUNTY** service requirement in subsection (A) or (B) above and be receiving a PERS pension, or meet **COUNTY** service requirements and be eligible for and receiving disability benefits under PERS or Social Security.
- (E) An employee who has otherwise qualified for health benefits pursuant to this section, but is between the ages of 54 and 55, and is laid off pursuant to ARTICLE XVI of this Agreement, shall be entitled to immediately begin receiving the retiree health insurance benefits to which he/she would otherwise be entitled pursuant to this section.
- (F) Employees hired on or after July 1, 1997, shall not be eligible for **COUNTY**-paid retiree health insurance benefits.
- (G) In order to provide an early retirement alternative to employees who have met the length of service requirement, but who do not meet the age requirement for PERS retirement benefits, such employees must continuously self-pay their Lane County medical insurance premium for the period of time until age eligible and drawing PERS. Upon eligibility for PERS retirement, the employee will be eligible for **COUNTY** paid Retiree Medical benefits. Failure to collect PERS benefits as soon as eligible will disqualify the employee from **COUNTY** paid benefits and will terminate this option.

Section 5 - Personal Property

Loss or damage to personal property shall be compensated for by the **COUNTY**, provided that:

- (A) the employee would reasonably be expected to be wearing or carrying the property in question in the performance of his/her job;
- (B) such loss or damage occurs during the course of employment;

- (C) the loss was not the fault of the employee;
- (D) this provision does not apply to personal vehicles or similar items.

Section 6 - ICC Physical Examinations

An employee required to maintain a Commercial Driver's License shall have the option of going to a physician designated by the **COUNTY** at no expense to the employee or of going to a physician of the employee's own choice and being reimbursed in an amount not to exceed the amount the **COUNTY** would pay had the employee gone to the physician designated by the **COUNTY**, each two (2) or four (4) years as mandated by law for legally required ICC Physical Examinations.

ARTICLE XIII

SAFETY

Section 1 - Safety Policy

The **COUNTY** acknowledges an obligation to provide a safe and healthy environment for its employees. Likewise, the **UNION** recognizes an obligation on behalf of employees to conform to established safety rules and regulations and that failure to conform to such rules and regulations shall be subject to disciplinary action which may include discharge.

Section 2 - Safety Committee

The **COUNTY** shall maintain a Public Works and a **COUNTY**-wide Safety Committee. The chairperson of the Public Works Safety Committee shall be appointed by the Director of the Department of Public Works. The Chairperson shall vote only in case(s) of a tie. The **UNION** shall be represented on the Public Works Committee by two (2) representatives and on the **COUNTY**-wide Committee by one (1) representative, appointed by the **UNION**. For the Public Works Safety Committee, the Director of Public Works shall appoint departmental representatives equal in number to the total number of **UNION** representatives for all affected bargaining units.

Section 3 - Committee Functions

The Committee shall perform the following primary functions:

- (A) The Committee shall recommend minimum health and safety standards regarding working conditions to the Director of Public Works.
- (B) The Committee shall recommend appropriate training programs on safety.
- (C) The Committee shall be empowered to make recommendations on safety issues.
- (D) The Committee shall function as an Accident Review Board. The Committee shall have the authority to investigate accidents and make appropriate recommendations.

Section 4 - Meeting Schedule

The Committee shall meet at least once per month during regular work hours. Meetings shall be scheduled at such times and in a manner that all business can be conducted during regular work hours. At no time shall the Committee have authority to alter, modify, amend, vacate, supersede or change any terms or conditions of this Agreement.

Section 5 - Employee Responsibility

It is further understood that employees have an obligation not to perform an unsafe act which may cause injury to the employee or another. Employees shall suffer no disciplinary action as a result of refusing to perform such unsafe acts.

Section 6 - Personal Protective Equipment

- (A) The **COUNTY** will provide necessary personal protective equipment, including coveralls, hardhats, hearing protectors and safety vests. When such protective equipment is provided, the **COUNTY** may require that employees use the equipment.
- (B) The **COUNTY** will provide non-prescription safety glasses where required. The **COUNTY** will pay up to \$15.00 once every two (2) years toward prescription safety glasses.

- (C) Any personal protective equipment or special gear must be returned to the **COUNTY** in reasonable condition following use. Employees shall be charged the then current replacement rate for equipment or gear not so returned.

ARTICLE XIV

TRAINING

Section 1 - Support

The **COUNTY** understands and supports the concept of training for bargaining unit employees. Training may include operator training, safety training, first-aid training, supervisory training, seminars, classroom courses and other types of training, which meets **COUNTY** needs.

Section 2 - Required Training

When an employee is required by the **COUNTY** to take work-related training, the employee shall be granted release time with pay for such training if it occurs during working hours. When a non-exempt employee is required to take work-related training during non-working hours, the employee shall be granted overtime pay or compensating time off subject to Article IX, HOURS OF WORK AND OVERTIME. For the purposes of this provision, overtime shall include authorized time spent in travel. Appropriate costs for such training shall be born by the **COUNTY**.

Section 3 - Employee Interest

The **COUNTY** will provide an opportunity for bargaining unit employees to express an interest in training. **COUNTY** needs and employee interest will be considered as training programs are developed.

Section 4 - Training Committee

After a new training program is initiated, the Training Committee shall meet at least annually to review program status and consider the need for program adjustments. Either **UNION** or **COUNTY** may request additional meetings of the Training Committee which shall be scheduled at a mutually convenient time by the Training Coordinator, provided that neither party shall be obligated to participate in meetings more often than quarterly unless mutually agreed by the parties.

Meetings of the Training Committee shall be held during regular **COUNTY** business hours.

Section 5 - Trainee Selection

The selection of employees for training will be based on the needs of the **COUNTY** and the desires and seniority of the employees.

Section 6 - Division Training

Any **COUNTY** division can furnish its employees additional training as the division management deems necessary, provided that, whenever possible, seniority will be considered.

Section 7 - Compensation and Benefits While Training

Employees shall not be entitled to out-of-class claims while training. Employees must provide their own transportation to the training location and any change to work location or schedule for training will not be considered a change of conditions requiring a written ten (10) day notice.

Section 8 - Transfer After Training

Employees who request and are provided training by the **COUNTY** may be required by the **COUNTY** to transfer to a position where the employee's new job skills will be effectively utilized.

Section 9 - Training Proposals

- (A) An employee, group of employees, or the **UNION** on behalf of the members of the bargaining unit may present a training proposal to the Human Resources Office.
- (B) The **COUNTY's** Training Coordinator shall review and consider all proposals submitted pursuant to this section.
- (C) Upon request of the **UNION**, the Training Coordinator shall meet with the **UNION** and a reasonable number of affected employees to discuss the training proposal. Such meeting shall be held at a time and place mutually agreeable to the Training Coordinator and the **UNION**.
- (D) The Training Coordinator shall respond in writing to the **UNION** regarding the training proposal.

ARTICLE XV

SENIORITY

Section 1 - Definition

- (A) Except as provided in Paragraph (B) of this Subsection, seniority is defined as the relative position of an employee in relation to other employees based on most recent date of continuous classified employment within the Bargaining Unit, uninterrupted by voluntary quit, discharge or resignation, provided that in the event of an unpaid leave of absence beyond ninety (90) calendar days other than military, Peace Corps, or **UNION** leave granted in accordance with this Agreement, the actual time of leave shall be deducted from the employee's length of continuous service. Bargaining unit employees promoted or transferred out of the bargaining unit shall have right of return including bumping rights and have their frozen bargaining unit seniority restored only until they have completed their probationary period in the non-bargaining unit position.
- (B) For positions in the Fleet Purchasing Specialist series, seniority is defined as the relative position of an employee in relation to other employees in the series based on most recent date of continuous classified employment with **COUNTY**, uninterrupted by voluntary quit, discharge or resignation, provided that in the event of an unpaid leave of absence beyond ninety (90) calendar days other than military, Peace Corps, or **UNION** leave granted in accordance with this Agreement, the actual time of leave shall be deducted from the employee's length of continuous service.

Section 2 - Continuous Service

Continuous service shall be employment unbroken by separation from the **COUNTY** service, other than by military, Peace Corps, vacation, paid disability leave or **UNION** Leave in accordance with Article IV, Section 1(F). Time spent on other types of authorized leave 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. The application of Seniority shall be as provided for in Section 1 of this Article.

Section 3 - Seniority List

Employees shall be added to the seniority list upon completion of the probationary period, indicating seniority as provided in Section 1, above, from the date of hire with Lane County.

- (A) The **COUNTY** shall furnish to the **UNION**, upon request, a current seniority list quarterly.
- (B) In the event of a tie in length of service, seniority will be established by using Month of birth. The employee born in the earlier Month of the year shall receive seniority preference.

ARTICLE XVI

LAYOFF AND RECALL

Section 1 - Layoff

- (A) Employees with the least seniority within the job classification and series shall be subject to layoff first. It shall be understood that initial probationary, extra help and temporary employees within the affected classification series shall be removed from **COUNTY** employment before a layoff of permanent employees occurs. If approved by the **COUNTY**, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff.
- (B) Notwithstanding Paragraph (A), above, in the case of layoffs in the Fleet Services Division, employees in Mechanic 2 and Senior Mechanic positions shall be subject to layoff without consideration of job classification on the basis of seniority only.
- (C) Employees subject to layoff shall be given written notification at least fourteen (14) calendar days in advance of the effective date of layoff.

Section 2 - Bumping Rights

- (A) Should a layoff or elimination of a position occur, the employee with the least seniority within the affected classification shall move to a lesser classification in the same series provided that the employee's seniority is greater than that of any employee in the lesser classification. Then the least senior employee or employees displaced would have the same right to move to the next lower classification in the same series.
- (B) In case of layoffs in the Parks Division, employees in the Sr. Park Maintenance classifications shall have bumping rights to the Road Maintenance 2 classification and employees in the Park Maintenance 2 classification shall have bumping rights to the Road Maintenance 1 classification on the basis of seniority.
- (C) In case of layoffs in Road Maintenance, employees in the Road Maintenance (1, 2 & 3) classifications shall have bumping rights to the Park Maintenance 2 classification on the basis of seniority.
- (D) In the case of layoffs in the Fleet Services Division, employees shall have bumping rights as per Attachment A on the basis of seniority.

Section 3 - Recall

- (A) Layoff status employees shall be recalled in order of seniority within the job classification and series from which they were laid off, provided that such recall shall not result in a promotion from the position the employee held at the time of layoff.
- (B) Prior to any outside recruitment, employees on layoff status shall be given preference in filling bargaining unit vacancies not filled by promotion. Employees shall be recalled pursuant to this section in accordance with their seniority provided they possess the necessary skills, ability and fitness to perform the requirements of the vacant position and such recall does not result in a promotion.
- (C) Order of recall preference shall be as follows:
 - 1. Recall to former classification.
 - 2. Recall to lower position in same classification series.
 - 3. Recall pursuant to 3 (B) above
 - 4. Compete for positions as per Article VIII of this Agreement.

- (D) An employee who accepts recall to a lower classification shall retain recall rights to their original classification or original hours in accordance with Sections 3(A) and 3(B) of this Article.
- (E) An employee who accepts recall to a non-bargaining unit position shall retain recall rights in accordance with Section 3(A) of this Article.
- (F) An employee shall not be required to accept recall to a position located more than twenty five (25) miles from their previous reporting place.
- (G) The **COUNTY** shall furnish the **UNION** with a current list of all bargaining unit employees on layoff status with recall rights.
- (H) An employee shall not be required to accept recall to a part-time or temporary position in order to maintain recall rights, and the **COUNTY** shall not be required to recall employees to a temporary position on the basis of seniority. It is understood that the **COUNTY** will offer employment to those on the bargaining unit recall list before filling a temporary bargaining unit level position from a non-recall source.

Section 4 - Protection/Rights during Layoff

- (A) The seniority of an employee who has completed probation shall be protected for a period of twenty-four (24) calendar months during layoff, provided that such employee has not been given an opportunity to return to work in their same classification, and further provided that after six (6) months of layoff status, employees wishing to remain on recall status shall notify the **COUNTY** of this fact, listing their current address every sixty (60) days. This notice requirement shall not apply to employees working for **COUNTY** in other positions. Failure to give notice shall result in the employee relinquishing all rights to recall.
- (B) Employees on layoff status shall have the option of paying for continued health insurance coverage, as provided for in COBRA. The **COUNTY** shall administer all such payments.

Section 5 - Termination for Exhaustion of Non-Occupational Disability Leave

Employees who have terminated upon exhaustion of non-occupational disability leave benefits provided under Article XI, Section 4, shall be deemed to have been laid-off and shall have recall rights provided that within one (1) year of such termination a written request to be placed on the recall list is made to the Human Resources office. The request must include the employee's statement of willingness to accept regular employment under the terms of this Article and it must be accompanied by a full doctor's release stating clearly and in writing that the physical or mental problems have been corrected to the point where the employee is fully capable of performing the regular duties of the job. The recall provisions set forth above will apply as if the employee had been laid off as of the date of request for reinstatement.

ARTICLE XVII
RELATIONSHIPS

Section 1 - Entire Agreement

The parties herein agree that the relationship between them shall be governed by the terms of this Agreement.

Section 2 - Change in Conditions

If the **COUNTY** proposes to change or implement matters within the scope of representation as defined by ORS 243.650(7) and not specifically mentioned in this Agreement, and more than a de minimus number of employees are affected, the **COUNTY** will notify the **UNION** in writing prior to implementing the proposed change. Upon timely request of the **UNION** (within 14 days), the County will negotiate with the **UNION** pursuant to ORS 243.698.

Section 3 - Savings Clause

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any tribunal of competent jurisdiction, such decision of the tribunal 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.

Section 4 - Individual Agreements

The County agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement. Any such agreement shall be null and void.

ARTICLE XVIII

TERMINATION

Section 1 - Duration

Unless otherwise specifically stated, this Agreement shall become effective upon ratification and shall remain effect until and including June 30, 2009, and thereafter shall continue in effect from year to year, unless one (1) party gives notice in writing to the other party of its desire to terminate, or modify the Agreement by April 1, 2009, or if no such notice is given at such time, before April 1, of any subsequent anniversary.

Section 2 - Notice

If either party serves written notice of its desire to terminate or modify provisions of the Agreement, such notice shall set forth the specific item or items the party wishes to terminate or modify, and the parties shall commence negotiations at least ninety (90) calendar days prior to the expiration of the Agreement except by mutual consent.

Section 3 - Force of Agreement

During the period of negotiations, this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have set their hand this ___ day of May 2006.

FOR THE COUNTY

FOR THE UNION

Bill Van Vactor
County Administrator

Brad Rusow
President, Local 626

Ollie Snowden
Director, Public Works

Rick Daugherty

Frank Forbes
Labor Relations Manager

Don Weick

SCHEDULE B

SCHEDULE C

Equipment/Classification Designations
for Road and Park Maintenance Series

The following list shall determine the proper classifications in the Road and Park Maintenance Series for operation of Equipment.

<u>EQUIPMENT</u>	<u>CLASSIFICATION</u>
Transport Trailers	RM III/SPM
Heavy Haul Trailers	RM III/SPM
Garbage Trailers	RM III
Graders	RM III/SPM
Loaders (3 cy or larger)	RM III/SPM
Crawler Tractors (D-5 or larger)	RM III/SPM
Gradalls	RM III/SPM
Scrapers	RM III/SPM
Truck and Trailer*	RM III/SPM
Spray Truck (Applicator)	RM III/SPM
Distributor Truck (Operator)	RM III
Cranes	RM III
Post Driver Truck	RM III
Paint Striper Truck (Chief Operator)	RM III
Stencil Truck (Chief Operator)	RM III
Unimog (Operator)	RM III
Landfill Compactor	RM III
Brush Mower	RM III
Welder	RM III
Concrete Saw	RMII
Tar Pot	RM II
Diesel Pile Hammer	RM III
Chip Spreader	RM III
Stationary "Grizzly" Boom	RM III
Dyna Pack Vibratory Roller	RM III
Crack Sealer	RM III
Dump Trucks	RMII/PM
Flat Bed Trucks	RM II
Water Trucks	RM II
Loaders (Less than 3 cy)	RM II/PM
Rollers	RM II
Spray Truck (Driver)	RM II
Distributor Truck (Driver)	RM II
Sign Truck	RM II
Paint Striper Truck (Asst. Operators)	RM II
Sweepers	RM II
Wheel Tractors (With attachments)	RM II/PM
Compressor	RM II/PM

* Excludes trailers towed with pickups but includes the Parks 5th wheel trailer.

EQUIPMENT (continued)

CLASSIFICATION (continued)

Generators	RM II/PM
Sanders	RM II
Fork Lifts	RM II/PM
Wacker Rammer & Vibro Plate	RM II
Snow Plow	RM II
Small Ditch-Witch Trencher	RM II/PM
Mud Pumps	RM II
72" Mower	PM II
Crawler Tractors (Smaller than D-5)	RM II/PM
Fire Truck (Water Wagon)	RM II
Curb Paver	RM II
Cement Mixer	RM II/PM
Scissors Truck	RM II
**Mobile Solid Waste Boom ("Bigfoot")	RM II
Roll-off Box Truck	RM II
Sandblaster	RM II
Mobile Sweeper	RM II
Lube Truck Operator	MECH 1
Lube Truck Driver	MECH 1
Aerial Lift Truck	RM III/Elect.

Designation of the proper Road and/or Park Maintenance classification for operation of new equipment shall be discussed between the **UNION** and the **COUNTY**.

** See Out of Class, Article X, Section 5(D)

Attachment A

**FLEET SERVICES
BUMPING ORDER**

