

MEMORANDUM OF UNDERSTANDING

Clothing Allowance Clarification
MOU ADP-23-03


This agreement is by and between Lane County, hereinafter referred to as COUNTY, and the Administrative-Professional Association of Lane County, Inc., hereinafter referred to as ASSOCIATION, regarding clarifying the process for clothing allowance reimbursement.

1. The parties agree to modify the 2022-2025 Collective Bargaining Agreement Article 7 - General Provisions as follows:

Section 5 – Personal Gear


- (A) For bargaining unit employees directing field activities, including equipment maintenance, as a major portion of their responsibilities the COUNTY will reimburse non probationary and promotional probationary employees up to four hundred dollars (\$400) ~~annually~~ each fiscal year for other work related personal gear, such as gloves, boots and rain gear. Employees must submit receipts for reimbursement no later than July 15 of each year to receive reimbursement for the items purchased in the previous fiscal year period.
2. All other terms under the current Collective Bargaining Agreement and Memorandums of Understanding shall remain in effect unless otherwise mutually modified and agreed to by both the ASSOCIATION and the COUNTY.
3. The parties agree to memorialize this agreement during successor negotiations in 2025.
4. This agreement shall be effective following signatures of both parties.

For the ASSOCIATION:




Derek Jensen, President
Admin-Pro
6/6/23
Date

For the COUNTY:



Inga Wood
Lane County Labor Relations Manager
6/7/2023
Date



Dan Hurley, Director
Lane County Public Works
6/6/23
Date

MEMORANDUM OF UNDERSTANDING

Collective Bargaining Agreement Amendment
MOU ADP-23-02

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

The parties agree:

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


For the ASSOCIATION:

JENSEN Derek V Digitally signed by JENSEN Derek
Date: 2023.06.26 10:52:13 -07'00'

Derek Jensen, President
Admin-Pro

Date

For the COUNTY:



Inga Wood
Lane County Labor Relations Manager

6/26/2023

Date

Lance Englet Digitally signed by Lance
Englet
Date: 2023.06.26 11:13:26
-07'00'

FOR/ Dan Hurley, Director
Lane County Public Works

Date

ARTICLE 11
LEAVE TIME AND HOLIDAYS

Section 1 – Holidays

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

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

(B) Qualifications

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

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

(C) Holiday Pay

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

designated holiday which falls on a day the employee otherwise would not work.

- (c) In addition to compensation under (a) or (b) above, a non-exempt employee required to work on a holiday will receive, one and one-half (1-1/2) times the regular straight time rate for all work performed on a designated holiday.
- (4) Employees called to work on the holiday, but who do not report, will forfeit holiday pay unless such absence is excused.
- (5) It is understood that the pay provisions of this Section will not apply to those classifications found to be exempt in accordance with Article 9 of this *Agreement*. Such exempt employees who are required to work on a designated holiday will receive straight time pay for hours worked on the holiday and alternate time off in an equal amount at a time mutually convenient to the employee and the **COUNTY**.

(D) Holidays on Day off

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

(E) Holiday During Leave

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

(F) Friday Following Thanksgiving

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

Section 2 – Time Management

(A) Purpose

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

(B) Eligibility

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

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

(C) Accumulation

(1) Eligible non-exempt employees with the most recent hire date on or before December 31, 2015 will accumulate earned leave, based on full-time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 - 24 mos. (0 to 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

(2) Eligible Professional (exempt) employees with the most recent hire date on or before December 31, 2015 will accumulate earned leave, based on full-time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 - 24 mos. (0 to 2 yrs.)	26.0 days/yr.	8.000 hrs./pay period
25 - 48 mos. (2 to 4 yrs.)	29.0 days/yr.	8.923 hrs./pay period
49 - 108 mos. (4 to 9 yrs.)	32.0 days/yr.	9.846 hrs./pay period
109 - 168 mos. (9 to 14 yrs.)	35.0 days/yr.	10.769 hrs./pay period
169 - 228 mos. (14 to 19 yrs.)	38.0 days/yr.	11.692 hrs./pay period
229 - 288 mos. (19 to 24 yrs.)	41.0 days/yr.	12.615 hrs./pay period
289 mos. + (24 + yrs.)	44.0 days/yr.	13.538 hrs./pay period

(3) Eligible non-exempt employees with the most recent hire date on or after January 1, 2016 will accumulate earned leave, based on full time status, at the following rates:

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

(4) Eligible Professional (exempt) employees with the most recent hire date on or after January 1, 2016 will accumulate earned leave, based on full time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 - 12 mos. (0 to 1 yrs.)	23.0 days/yr.	7.077 hrs./pay period
13 - 24 mos. (1 to 2 yrs.)	26.0 days/yr.	8.000 hrs./pay period
25 - 48 mos. (2 to 4 yrs.)	29.0 days/yr.	8.923 hrs./pay period
49 - 108 mos. (4 to 9 yrs.)	32.0 days/yr.	9.846 hrs./pay period
109 - 168 mos. (9 to 14 yrs.)	35.0 days/yr.	10.769hrs./pay period
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229- 288 mos. (19 to 24 yrs.)	41.0 days/yr.	12.615hrs./pay period
289 mos. + (24 + yrs.)	44.0 days/yr.	13.538hrs./pay period

(D) Part-time employees

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

(E) Existing Vacation

Employees with an existing vacation balance as of June 30, 1987, will have the option of charging leave to either the vacation balance or the time management balance. At the time of termination or retirement, any vacation balance will be paid out at the then current salary rate on a one for one (1:1) basis.

(F) Usage

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

(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 will forfeit that amount above their maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the year in which the maximum accrual was reached, provided, however, that the employee must reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.

(H) Termination

After six (6) months of service, upon the termination of an employee, the employee's accrued time management leave balance as of the date of termination will be converted into pay at the rate of one (1) hour for each two (2) hours of accrued time management leave.

(I) Death

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

(J) Scheduling

- (1) Employees will, whenever possible, request time-off in advance. 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) The **COUNTY** may require substantiation of illness or emergency whenever a pattern of excessive use of time management leave without prior supervisor approval interfering with operations has been documented.
- (3) Employees may submit written requests for leave. Such requests will be deemed approved if not denied within fourteen (14) days of receipt for requests submitted more than two (2) months ahead; within seven (7) days for requests submitted two (2) weeks to two (2) months

ahead, and within fifty percent (50%) of the advance time for requests submitted less than two (2) weeks ahead.

(K) Conversion

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

(L) Layoff/Recall

- (1) Employees who are laid off may sell back up to a maximum of eighty (80) hours of time management on a one-to-one (1:1) 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 leave.
- (2) Employees who are recalled from layoff may buy back, within one (1) year of recall, all or part of their previous time management balance at the rate in effect at the time they are recalled at the same ratio at which they were paid out.

Section 3 – Occupational Illness or Injury

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

- (A) Employees 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 (1) 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 will not be charged against any earned leave balance.

Section 4 – Paid Leave Oregon

- (A) An employee who has a qualifying life event and is eligible, as defined by ORS 657B.010, or their designee, must notify the COUNTY of the need to take Paid Leave Oregon (PLO) leave thirty (30) days before a foreseeable qualifying reason. In an emergency, an employee, or their designee, must notify the COUNTY of the need to take PLO within twenty four (24) hours of the commencement of the leave and must provide written notice within three (3) days of starting leave.

(B) As outlined in the Administrative Procedures Manual (APM) Chapter 3, Section 35, employee's may be eligible for a maximum of twelve (12) weeks of PLO per benefit year, with an additional two (2) wees for limitation related to pregnancy.

(C) Replacement wages will be paid by the State of Oregon. If the replacement wages do not equal the employee's gross base wage, the employee may choose to offset the reduction from their regular pay by charging time to their accrued leaves. Employees may also be eligible for Non-Occupational Disability Leave as outline is Section 5 below.

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

(E) PLO, Non-Occupational Disability Leave, and FMLA/OFLA leaves run concurrently, unless otherwise prescribed by law. See the COUNTY's APM for more information.

Section 4-5 – Disability Leave

(A) After the first of the month following six (6) months of employment and Paid Leave Oregon (PLO) coverage has been determined, or notification of intent to not file has been received, After completion of six (6) months of employment and Paid Leave Oregon (PLO) coverage has been determined, if a non-occupational illness or injury exceeds the eighty (80) hours elimination period, the **COUNTY** will provide compensated time off at:

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

All disability leave pay is less any Workers Compensation or PLO Benefits for which the employee may be ~~entitled~~ receiving following the eighty (80) hour elimination period until the employee is released to return to work up to a maximum of ninety (90) calendar days from the first day of absence. An employee must provide Paid Leave Oregon (PLO) claim information to the designated absence management provider, or submit a signed statement of intent to not file for PLO, in order for STD payments to be calculated. Disability leave will be denied if an employee fails to provide PLO claim information. Only sick leave used during the first fourteen (14) calendar day period will be charged against the employee's accrued time management balance.

(B) An employee whose disability leave exceeds two (2) weeks beyond the elimination period and provided the required PLO claim information or submit a signed statement of intent to not file for PLO, thereby becoming eligible for a reduced percentage of pay, must offset the reduction from their regular pay by charging time to their accrued time management or vacation leave balance. Once an employee has received benefits under this provision, the employee will not be eligible to use accrued time management again for this occurrence until the employee has returned to work and subsequently suffered another illness or injury. Therefore, the decision to use accrued time management or vacation leave to offset the reduction from their regular pay must be made before receiving benefits.

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

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

Section 5-6 – Bereavement

Employees will be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) 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 will be defined as mother, father, spouse, Registered Domestic Partner, domestic partner (affidavit on file), sister, brother, child (biological, adopted, foster, step-child, or the child of an employee's registered domestic partner), grandparent, grandchild, stepmother, stepfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent-in-law, brother-in-law, sister-in-law, parent of registered domestic partner, a person with whom the employee is or was in a relationship of in loco parentis or any other relative residing in the employee's immediate household. Leave must be taken within ~~thirty (30) days~~ **twelve (12) months** of death. An employee may also be entitled to OFLA bereavement leave. This OFLA bereavement runs consecutively to **COUNTY** paid bereavement leave and is unpaid unless the employee elects to use time management. OFLA bereavement leave must be taken within sixty (60) days of the death and only for those individuals recognized by OFLA as immediate family.

Section 6-7 – Substantiation

It is understood that any time off charged to disability leave pursuant to Section 3 and Section 4 of this Article may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 5, DISCIPLINE AND DISCHARGE, of this *Agreement*.

Section 7-8 – Jury Duty

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

Section 8-9 – Leave of Absence

- (A) Leave of absence for good cause may be granted by the **COUNTY** provided that such leaves do not significantly disrupt normal **COUNTY** operations.
- (B) Leaves of absence will be without pay except as specified elsewhere in this *Agreement*. Leaves of absence may be requested prior to the use of any accumulated leave time.
- (C) No payment for any leave of absence will be made until such leave has been properly approved. Requests for such leaves will be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave.
- (D) With the exception of military active duty, Peace Corps and **UNION**, a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator.
- (E) An employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, will be considered as having resigned. The position will thereupon be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reasons of sickness, physical disability or any other legitimate reason acceptable to the **COUNTY** beyond the control of the employee, and has received approval for an extension of such leave.
- (F) Military leave with pay may be extended to an regular status employee, or any employee who has been employed for six (6) months or more, ~~and~~ who is a member of the National Guard or of any

reserve component of the Armed Forces, for a period not to exceed fifteen (15) consecutive calendar days or eleven (11) work days in any ~~military fiscal year~~ training year, whichever is less. The training year coincides with the federal fiscal year (October 1 – September 30).

Section 9-10 – Unexcused Absence

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

Section 110 – Subrogation

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

MEMORANDUM OF UNDERSTANDING

Compensatory Time Pay Off
MOU ADP-24-03

This agreement is by and between Lane County, hereinafter referred to as COUNTY, the Administrative-Professional Association of Lane County, Inc., hereinafter referred to as ASSOCIATION, regarding an exception to and modification of language related to compensatory time pay off.

1. The current collective bargaining agreement Article 9, Section 5 (C) states *"In order to maintain reasonable compensatory time off balances, on March 31 of each year, the Department Director will review all balances and may elect to pay off excessive balances rather than scheduling the employee to take time off pursuant to paragraph (D) above."*
2. Past practice for the pay off has occurred in the first paycheck an employee receives in April. For calendar year 2024, this would occur in pay period 0724 (03/16/24-03/29/24, paycheck date 04/05/24, per the Lane County 2024 Payroll Calendar). The COUNTY and the ASSOCIATION agree to an exception to this practice and the COUNTY will provide the pay off compensation to employees in pay period 0824 (03/30/24-04/12-24, paycheck date 04/19/24).
3. In order to clarify the practice for future years, beginning in 2025, the COUNTY and the ASSOCIATION agree to modify Article 9, Section 5 of the Collective Bargaining Agreement as follows:
 - (C) In order to maintain reasonable compensatory time off balances, on March 31 of each year, the Department Director will review all balances and may elect to pay off excessive balances during the next full pay period following April 1, rather than scheduling the employee to take time off pursuant to paragraph (D) above. At other times, an employee may request payment for earned compensatory time off. All such payment will be one (1) hour pay for each hour of compensatory time converted, at the employee's normal straight time rate.
4. All other terms under the current Collective Bargaining Agreement and Memorandums of Understanding shall remain in effect unless otherwise mutually modified and agreed to by both the ASSOCIATION and the COUNTY.
5. This agreement in no way sets a precedent for future agreements or obligations for the COUNTY to continue the arrangement.
6. The parties agree to memorialize this agreement during successor negotiations in 2025.

7. This agreement shall be effective following signatures of both parties.

For the ASSOCIATION:



Derek Jensen, President
Admin-Pro

04/01/2024

Date

For the COUNTY:



Inga Wood
Lane County Labor Relations Manager

4/2/2024

Date



Dan Hurley, Director
Lane County Public Works

4/1/24

Date