

## **SUMMARY**

### **Changes to AFSCME Bargaining Agreement General Unit**

#### **Art. X – Wages**

- Provides for a 2% County contribution to Deferred Compensation, effective first pay period after July 1, 2005 for employees.
- Provides for an additional 2% County contribution, for a total of 4%, effective first pay period after July 1, 2006 for employees.
- Provides for the County to pick up the 6% IAP (PERS) contribution, effective the first pay period after July 1, 2007. The County contribution to Deferred Compensation is eliminated at this time.
- The pay plan changes from 12 steps to 10 steps effective the first pay period after July 1, 2005.

#### **Art. XII – Insurance and Related**

- A \$125 deductible for the traditional medical plan that does not count towards maximum out of pocket, effective August 1, 2005.
- A \$20 Co-Pay for the HMO, effective August 1, 2005.
- A \$100 deductible for prescription drugs that does not count towards maximum out of pocket for drugs of \$400.
- A 20% Co-Pay for prescription drugs, not to exceed maximum out of pocket.

Minor language changes to clarify several provisions.

Three year Agreement, ending June 30, 2008.

**AGREEMENT**

**between**

**LANE COUNTY, OREGON**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

**LOCAL 2831-GENERAL UNIT**

**AGREEMENT**  
**20035-20058**

This Agreement is entered into by and between Lane County Board of Commissioners and the Sheriff, hereinafter referred to as the **COUNTY**, and the American Federation of State, County and Municipal Employees, **Local 2831**, hereinafter referred to as the **UNION**, and constitutes the sole and complete Agreement between the parties. All previous agreements between the parties, or any individual employee covered by this Agreement, are hereby suspended and superseded.

**TABLE OF CONTENTS**

<b>Definitions .....</b>	<b>1</b>
<b>Preamble.....</b>	<b>3</b>
<b>ARTICLE:</b>	
<b>I Recognition ..</b>	<b>4</b>
Section 1:Recognition ..	4
Section 2:Division of Labor .....	4
<b>II Management Rights .....</b>	<b>5</b>
Section 1:Retention of Rights ...	5
Section 2:Uniform Application...	5
Section 3:Exercise of Rights .....	5
Section 4:Contracting Out.....	5
<b>III Dues Deduction/Fair Share .....</b>	<b>6</b>
Section 1:Fair Share ....	6
Section 2:Deduction of Dues and Fees .....	6
Section 3:Maintenance of Membership .....	6
Section 4:Dues Transmittal/Hold Harmless .....	6
<b>IV UNION Rights .....</b>	<b>7</b>
Section 1:UNION Activity .....	7
Section 2:COUNTY-UNION Meetings ...	8
Section 3:Information ...	8
Section 4:Protection of Rights...	9
Section 5:Officers & Stewards ..	9
<b>V Discipline and Discharge.....</b>	<b>10</b>
Section 1:Causes for Discipline .....	10
Section 2:Pre-disciplinary Hearing.....	10
Section 3:Effective Date of Discipline .....	11
Section 4:Extension of Time .....	11
<b>VI Grievance Procedure .....</b>	<b>12</b>
Section 1:Purpose.....	12
Section 2:Grievance Steps .....	12
Section 3:Arbitration.....	13
Section 4:General .....	14
Section 5:Time Limits...	14
<b>VII General Provisions.....</b>	<b>15</b>
Section 1:Employee Information.....	15
Section 2:Personnel File .....	15
Section 3:Expense Reimbursement .....	15
Section 4:Work Rules ..	16
Section 5:Employee Assistance Program.....	16

Section 6:Licenses .....	16
Section 7:Non-discrimination .....	16
Section 8:Uniforms.....	16
Section 9:Parking .....	17
<b>VIII Selection/Promotion.....</b>	<b>18</b>
Section 1:Job Posting ..	18
Section 2:Promotional Preference .....	18
Section 3:Outside Recruitment ..	19
Section 4:Lateral Transfers .....	19
Section 5:Department of Public Safety Positions ..	20
Section 6:Reclassifications .....	20
Section 7:Flex Staff Series.....	21
Section 8:Probationary Period ..	21
<b>IX Hours of Work and Overtime .....</b>	<b>23</b>
Section 1:Workday/Workweek ..	23
Section 2:Normal Work Schedule .....	23
Section 3:Employee Work Schedule .....	23
Section 4:Alternate Work Schedules .....	24
Section 5:Overtime .....	24
Section 6:Meal/Rest Periods.....	25
Section 7:Cleanup Time.....	25
Section 8:Reporting Place .....	26
Section 9:Call-back Pay.....	26
Section 10:Shift Differential.....	26
Section 11:On-Call Time .....	26
Section 12:Fire and Safety Certificate ...	26
<b>X Wages .....</b>	<b>27</b>
Section 1:Salary Range Adjustments .....	27
Section 2:Steps in Compensation Plan ..	27
Section 3:New or Revised Classifications .....	28
Section 4:Salary Protection.....	28
Section 5:Out of Class ..	28
Section 6:Bilingual Differential ..	28
Section 7:Direct Deposit .....	29
Section 8: Deferred Compensation Contribution ..	30
<b>XI Leave Time and Holidays. ....</b>	<b>30</b>
Section 1:Holidays .....	30
Section 2:Time Management ....	32
Section 3:Occupational Illness or Injury. ....	36
Section 4:Disability Leave.....	36
Section 5:Bereavement .....	37
Section 6:Voting Time..	37
Section 7:Jury Duty .....	37
Section 8:Leave of Absence .....	37
Section 9:Unexcused Absence. ....	38
Section 10:Subrogation .....	38

<b>XII Insurance and Related .....</b>	<b>39</b>
Section 1:Types of Insurance .....	39
Section 2:Health Insurance Plan Design .....	39
Section 3:Insurance Enrollment .....	39
Section 4:Retiree Benefits .....	40
Section 5:Personal Property .....	41
Section 6:Joint Labor/Management Benefit Review Committee ...	41
<b>XIII Safety .....</b>	<b>42</b>
Section 1:Safety Policy .....	42
Section 2:Unsafe Acts.. .....	42
Section 3:Safety Recommendations and Committee .....	42
Section 4:Protective Clothing and Tools .....	43
<b>XIV Training. ....</b>	<b>44</b>
Section 1:Employee Requests.. .....	44
Section 2:Required Training .....	44
Section 3:Training Proposals ....	44
<b>XV Seniority .....</b>	<b>45</b>
Section 1:Definition .....	45
Section 2:Continuous Service... .....	45
Section 3:Seniority List .....	45
<b>XVI Layoff and Recall .....</b>	<b>46</b>
Section 1:Layoff .....	46
Section 2:Recall .....	46
Section 3:Opportunity For Work During Layoff .....	48
Section 4:Classification Series.. .....	48
Section 5: Protection/Rights During Layoff .....	48
Section 6: Termination for Exhaustion of Non-Occupational Disability Leave .....	49
<b>XVII Relationships ..</b>	<b>50</b>
Section 1:Change in Conditions .....	50
Section 2:Savings Clause .....	50
Section 3:Waiver.....	50
Section 4:Individual Agreements .....	51
Section 5:Labor Relations Committee ...	51
<b>XVIII Solid Waste Management Fee Collectors .....</b>	<b>52</b>
Section 1:Safeguarding Cash Change Funds .....	52
Section 2:Assignments During Audits ...	52
Section 3:Holidays .....	52
Section 4:Overtime .....	52
Section 5:Requests for Reassignment ..	52
<b>XIX Joint Management-Labor Classification Committee ....</b>	<b>53</b>
Section 1:Composition, Meetings and Scope.....	53
Section 2:Notice to the Union and Opportunity to Inquire .....	53

Section 3:Notice from the Union to the County .....	54
Section 4:Effect of JLMCC Review.....	54
<b>XX Termination.....</b>	<b>55</b>
Section 1:Duration .....	55
Section 2:Notice .....	55
Section 3:Force of Agreement ..	55
Signature Page .....	56
Appendix A Exempt Positions...	57
Appendix B Classifications with Incumbent Option.....	58
Appendix C Flex-Staffed Classification Series .....	59
Appendix D Classification Series .....	60
Schedule A Salary Schedule ....	63

## **DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

**Agreement:** The term "Agreement" shall mean this Agreement or any letter of understanding between the **UNION** and the **COUNTY** adopted pursuant to this Agreement or entered into or made effective during the term of this Agreement.

**Bargaining Unit Employee:** The term "bargaining unit employee" shall mean any **COUNTY** employee who is a member of the bargaining unit as described in Article I, RECOGNITION, Section A.

**Days:** The term "days" shall mean calendar days. The time in which an act provided for in this Agreement is to be done is computed by excluding the first day, and including the last, unless the last day is a holiday on which the **COUNTY** is not regularly open for business, and then it is also excluded.

**Designated UNION Representative:** The term "designated **UNION** representative" shall mean any **UNION** officer (President, Vice-President, Secretary or Treasurer) or any other person who has been designated in writing by a **UNION** officer as an official **UNION** representative.

**Eligible and Qualified:** The term "eligible and qualified" shall mean that any specific requirements of this Agreement, any legal requirements and any other requirements which are binding on the **COUNTY**, and which are applicable, must be satisfied before a bargaining unit employee shall receive a benefit of this Agreement.

**Employee:** The term "employee" shall mean bargaining unit employee.

**Exempt Employee:** The term "exempt employee" shall mean those employees who are not covered by the Fair Labor Standards Act.

**Extra Help:** The term "extra help" shall mean employees who are appointed to **COUNTY** service on a temporary and/or intermittent basis to cover emergency workloads of limited duration, necessary vacation relief or other situations involving fluctuating workloads, not to exceed 520 hours in a fiscal year.

**Good Faith:** The term "good faith" shall mean a fair and honest attempt to meet the legitimate needs of all parties concerned in dealing with problems. Good faith does not require a concession being made, but does require legitimate reasons for the decision and a willingness to consider alternatives.

**Just Cause:** The term "just cause" shall mean any act of misconduct on the part of an employee, which will reasonably justify the imposition of discipline and further justifies the penalty imposed.

**Labor Relations Manager:** The term "Labor Relations Manager" shall mean the individual in the position with that name or in a subsequent independent position who serves as the **COUNTY's** chief labor negotiator. In the event that the **COUNTY** eliminates the independent position of a chief labor negotiator, this term shall refer to the person designated by the **COUNTY's** Administrator to perform this function.

**Non-Probationary Employee:** The term "non-probationary employee" shall mean a bargaining unit employee who is serving in a permanent position and who has been awarded permanent status following successful completion of a probationary period.

**Paid Time:** The term "paid time" shall mean all time for which an employee receives compensation, including work time and paid leave time.

**Part-time Employee:** the term "part-time employee" shall mean an employee whose normal work week is less than eighty (80) hours in a pay period.

**Permanent Position:** The term "permanent position" shall mean positions which have been approved by the **COUNTY** Board of Commissioners; which are included in the adopted **COUNTY** budget; which are

budgeted in excess of six (6) months duration and which work at least twenty (20) hours per week.

**Permanent Employee:** The term "permanent employee" shall mean an employee who has been hired and is working in a permanent position.

**Position:** The term "position" shall mean a group of duties and responsibilities assigned to a single employee.

**Probationary Employee:** The term "probationary employee" shall mean a bargaining unit employee who is serving in a permanent position and who is in the process of serving a probationary period.

**Probationary Period:** The term "probationary period" shall mean the length of time a newly hired or promoted employee is on probation.

**Promotion:** The term "promotion" shall mean a change from one classification to another classification, which has a maximum salary more than five percent (5%) higher than that of the previous classification.

**Qualified:** The term "qualified" shall mean satisfaction of the minimum qualifications for the classification for which promotional candidates are being sought.

**Recall:** The term "recall" shall mean recall of an employee on layoff to a permanent position in the bargaining unit.

**Retire or Retirement:** The term "retire or retirement" shall refer to an employee of Lane **COUNTY** who retires for service or disability, and who immediately upon leaving active employment begins receiving retirement benefits under the Public Employee's Retirement System applicable to employees of Lane **COUNTY**.

**Seasonal Employee:** The term "seasonal employee" shall mean a bargaining unit employee who is in a position which has been approved by the **COUNTY** Board of Commissioners; which is included in the adopted **COUNTY** budget; which is for work in excess of twenty (20) hours per week, but which is budgeted for less than six (6) months duration.

**Temporary Employee:** The term "temporary employee" shall mean any bargaining unit employee who is appointed to **COUNTY** service on a temporary and/or intermittent basis, of not less than 520 hours nor more than 1040 hours in a fiscal year.

**Work Time:** The term "work time" shall mean the time the employee actually spends on compensated work activities.

**Vacancy:** The term "vacancy" shall mean a position within the bargaining unit, which is to be filled on a permanent basis through promotion or outside recruitment.



## **PREAMBLE**

### **Section 1 – Purpose**

The purpose of this Agreement is to promote mutual agreement and understanding between the parties and to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other employment relations matters pertaining to employment consistent with the **COUNTY's** objective of providing maximized efficiency and services to the public of Lane County.

### **Section 2 – Applicability**

- (A) This Agreement is applicable inclusively to bargaining unit employees in the unit represented by AFSCME UNION 2831.
- (B) It is agreed and understood that this Agreement shall be limited and applicable only to bargaining unit employees, and only in connection with the performance of work within classifications covered by this Agreement.

### **Section 3 – Gender**

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

### **Section 4 – Bilateral Respect**

The parties understand that owing to their respective roles, philosophies and responsibilities, they may from time to time, be engaged in disputes. Nevertheless, the parties hereby mutually acknowledge the desirability of maintaining a working relationship that is reflective of bilateral respect. The parties shall endeavor to:

- (A) Transact business with each other in a business-like manner even in instances where the scope of a dispute appears significant or the circumstances are difficult.
- (B) Take appropriate measures that foster an environment of mutual trust.
- (C) Conspicuously encourage managers and supervisors as well as bargaining unit members to maintain a working relationship that reflects bilateral respect.

**ARTICLE I**

**RECOGNITION**

**Section 1 – Recognition**

- (A) For the purposes of collective bargaining with respect to wages, hours, benefits and other employment relations matters, the **COUNTY** recognizes the **American Federation of State and Municipal Employees Local 2831 (hereinafter the “union”) UNION** as the sole and exclusive representative of all temporary, probationary and non-probationary employees in permanent positions exclusive of those employed in a confidential or supervisory capacity, extra help employees (subject to Section 1 (B) below), those employees employed in classifications represented in other bargaining units, those employees employed in classifications listed in **Appendix A** or successor classifications, and all employees employed on June 30, 1987 in classifications listed in **Appendix B** or successor classifications, who do not voluntarily join the **UNION**. Nothing in this Agreement shall be construed to interfere with the rights of employees under the Public Employee Collectible Bargaining Act.
- (B) No extra help position shall exceed 520 hours in a fiscal year and no employee who is performing bargaining unit work in such extra help position shall work more than 520 hours in a fiscal year. Any employee in an extra help position who works in excess of 520 hours in a fiscal year shall be considered as a temporary employee retroactive to the original date of hire.
- (C) Addendums to this Agreement applicable to District Attorney Office Employees, Parole & Probation Officers, Nurses and Fee Takers will continue in effect in their present form unless specifically modified by this Agreement.

**Section 2 – Division of Labor**

Work historically performed by bargaining unit members shall not normally be performed by non-bargaining unit employees. This is not to be construed to change existing practices where, for example, a supervisor may perform limited bargaining unit duties as part of their regular work assignment.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

#### **Section 1 – Retention of Rights**

- (A) The **COUNTY** retains all rights respecting decisions and actions affecting the operation and management of its business where not specifically in conflict with this Agreement.
- (B) It is agreed that the management of the **COUNTY** and the direction of the working forces, including but not limited to the right to hire, promote, transfer, assign, suspend, demote, to discharge or otherwise discipline employees; to increase or to decrease the working force; to determine the methods, means, personnel and schedules by which the efficiency of government operations entrusted to the **COUNTY** are to be maintained; to establish, revise and implement safety and health standards; to contract or subcontract work; to discontinue all or any part of its operations; to transfer work from the bargaining unit; to determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and to assign employees to such duties for periods to be determined by the **COUNTY**; to establish new jobs, or eliminate or modify existing job classifications; to adopt and enforce rules, regulations, policies and procedures governing the conduct of its work forces; and to take whatever other action is deemed appropriate by the **COUNTY**, is vested exclusively in the **COUNTY** except when specifically in conflict with this Agreement.

#### **Section 2 – Uniform Application**

Any rule, regulation, policy or procedure issued under the Management Rights clause shall be uniformly and equitably applied and enforced to all affected employees who are similarly situated.

#### **Section 3 – Exercise of Rights**

The **COUNTY** shall not exercise its rights set forth above for the purpose of avoiding the terms of this Agreement.

#### **Section 4 – Contracting Out**

It is the general policy of the **COUNTY** to utilize its employees to perform work they are qualified to perform. However, the **COUNTY** reserves the right to contract out any work that in its sole discretion it deems necessary provided that:

- (A) Prior to making its final determination, the **COUNTY** agrees to notify the **UNION** in writing, and upon timely written request of the **UNION** (within 14 days), follow the provisions of Article XVII, Section 1 - Change in Conditions prior to implementing any decision to contract out bargaining unit work.
- ~~(B) It is further agreed that should the **UNION** request to meet pursuant to Paragraph (A) above, no employee will be laid off as a direct result of contracting out bargaining unit work until at least thirty (30) days have elapsed following the issuance of the Fact Finder's report.~~

### ARTICLE III

#### DUES DEDUCTION/FAIR SHARE

##### Section 1 – Fair Share

- (A) It shall be a condition of employment that all employees covered by this Agreement shall, on the thirty-first day following employment, either become members of the **UNION**, or shall pay the full lawful amount specified by the **UNION** in lieu of **UNION** dues to the **UNION** except as expressly modified in Paragraph (B) below.
- (B) In order to safeguard the rights of non-association of bargaining unit employees based on a bona fide religious tenet or teaching of a church or religious body of which an employee is a member, the employee may exercise the choice of joining the **UNION**, or making an in-lieu-of dues payment to the **UNION** or paying an amount of money equivalent to regular **UNION** dues to a nonreligious charity. In the event such employee elects to make payment to a nonreligious charity, such employee may be requested by the **UNION** to substantiate such payment and reasons therefore.
- (C) Should a **COUNTY** employee elect the religious exemption and should such employee request representation regarding a grievance, said employee shall reimburse the **UNION** for all costs of representation upon demand, including any cost of the collection of the costs.

##### Section 2 – Deduction of Dues and Fees

- (A) The **UNION** shall notify the **COUNTY** of the current rate of dues and fair share in lieu of fees in a timely manner, which will enable the **COUNTY** to make necessary payroll deductions as specified below.
- (B) Pursuant to Section 1, the **COUNTY** shall deduct from the paycheck for the second pay period of each month of all employees in the bargaining unit the specified amount for the payment of **UNION** membership or payment in lieu of dues, to the **UNION**. At the option of the **UNION**, instead of monthly dues deduction, the **COUNTY** shall deduct from each paycheck the specified amount for the payment of **UNION** membership or payment in lieu of dues, to the **UNION**.

##### Section 3 – Maintenance of Membership

All members of the bargaining unit who are members of the **UNION** as of the effective date of the Agreement, or who subsequently voluntarily become members of the **UNION**, shall continue to maintain membership status in the **UNION** during the term of this Agreement. This section shall not apply to the 30-day period of the expiration of this Agreement for those employees who, by written notice sent to the **UNION** and the **COUNTY**, indicate their desire to withdraw membership from the **UNION**.

##### Section 4 – Dues Transmittal/Hold Harmless

- (A) The **COUNTY** agrees to remit the aggregate deductions, together with an itemized statement to the **UNION**, by the first day of the succeeding month after such deductions are made.
- (B) The **UNION** agrees to release the **COUNTY** and save the **COUNTY** harmless from any liability whatsoever for performing its obligations as specified in this Article. Reasonable costs incurred in the defense of the **COUNTY** in any legal action against the **COUNTY** for implementing the provisions of this Article shall be born by the **UNION**. The **COUNTY** agrees to cooperate fully in the defense of any claim. Nothing in this section shall be construed as to limit the **COUNTY's** obligation to deduct and transmit dues and fees to the **UNION**.

## **ARTICLE IV**

### **UNION RIGHTS**

#### **Section 1 – UNION Activity**

- (A) The **UNION** or its representatives shall have the right to conduct official **UNION** business on **COUNTY** property at such times and in a manner which does not interrupt **COUNTY** operations or efficiency. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval. The Human Resources manager or designee can issue approval for the Union president to leave their station with supervisory notification. The **UNION** shall conduct all business on other than **COUNTY** time except as expressly authorized elsewhere in this Agreement.
- (B) The **COUNTY** agrees to furnish bulletin boards to be placed in designated places in each work area. The **UNION** shall limit the use of such bulletin boards to the posting of notices of general interest and **UNION** meetings, exclusive of objectionable material, and shall maintain the bulletin boards in good order.
- (C) The **UNION** shall have access to **COUNTY** duplication equipment, upon appropriate prior approval, at such times as it is available, at the applicable **COUNTY** rate. It is understood that **COUNTY** use shall take priority over **UNION** use of such equipment. Use shall be by **UNION** members on their own time.
- (D) Employee members of the **UNION** bargaining team shall not suffer loss in pay while participating in bona fide negotiation sessions between the **UNION** and the **COUNTY**, provided, however, that the number of such employees shall be limited to five (5) at any one time, and provided further that no more than two (2) such employees shall be from the same Department.
- (E) The **COUNTY** agrees that accredited representatives of the **UNION** shall have reasonable access to the premises of the **COUNTY** for the purpose of ascertaining whether this Agreement is being observed. **UNION** representatives shall first report their presence and intentions to the director of the appropriate department, or designated representatives, and shall conduct their activities in a manner, which avoids loss of time or disruption of operations.
- (F) An employee, but not more than two (2) at any one time, nor more than one (1) from any Department, who accepts an official position with the **UNION** shall be granted a leave of absence without pay not to exceed six (6) calendar months in duration. Such employee shall be reinstated by the **COUNTY** provided that such employee notifies the **COUNTY** in writing of their intent to return to work thirty (30) calendar days in advance, and provided further that said employee is still qualified to perform the applicable job duties. Only one (1) leave shall be granted to an employee in any eighteen (18) month period.
- (G) The **COUNTY** agrees to furnish the **UNION**, in response to reasonable written requests from time to time, information pertaining to employees covered by this Agreement, which is readily and reasonably available to **COUNTY** Administration in the regular course of business and not exempt from public disclosure.
  - (1) When the **UNION** submits to the **COUNTY** or any agent thereof a request for information, the **COUNTY** shall quickly estimate the staff time required to obtain the requested information and the number of copied pages that could be produced as a result of the request.
  - (2) If it is estimated that the information request will require a total of less than one hour of staff time to research, retrieve and/or compile the information as well as require one hundred (100) or less copied pages, the **UNION** will not be charged for the information request.

(3) If it is estimated that request will require one hour or more of staff time to research, retrieve and/or compile or require more than one hundred (100) copied pages, any response to said information request will be suspended until such time as representatives of the **COUNTY** and the **UNION** can meet to discuss the matter. The purpose of any such discussion will be to provide the **UNION** an opportunity to clarify or modify its request as well as for the parties to agree to charges that are reflective of operative **COUNTY** regulations or standard procedures.

~~(4) In the event that the parties are unable to agree as provided in Section 3 herein, the matter shall be determined by Mr. Ted Heid who shall serve as a permanent umpire under the terms of this Settlement Agreement. The cost for Mr. Heid's services will be shared equally by the parties.~~

~~(5)~~(4) Likewise similar procedures would be applied to the **COUNTY** for any information request submitted to the **UNION**, but in no event shall the **UNION** assess rates that exceed the **COUNTY's**.

~~(6)~~(5) The **UNION** will make a conspicuous effort to have its agents better craft their requests for information.

By January 10 of each year the **COUNTY** shall furnish the current addresses of all bargaining unit members to the **UNION** except for those employees who request that their addresses not be disclosed. Costs shall be the responsibility of the **UNION** at the rate of established fees for public record requests.

- (H) **COUNTY** employees have the right to join and participate in the activities of the **UNION** for the purposes of representation and collective bargaining with the **COUNTY** on matters concerning employment relations as long as a loss of time or disruption of **COUNTY** business is not incurred.
- (I) The **COUNTY** agrees that where, in the judgment of the **COUNTY**, its operations will not be seriously disrupted, it will allow **UNION** Executive Board Members who are otherwise scheduled to work, but not more than one (1) per department, to attend Executive Board meetings after 5:00 p.m. without pay.

## **Section 2 – COUNTY-UNION Meetings**

From time to time issues of mutual concern will arise which may need discussion between the **COUNTY** and the **UNION**. Such discussion, when practicable, shall be held during regular working hours on **COUNTY** premises and without loss of pay to participating employees, provided that such employees shall not exceed two (2) in number unless otherwise agreed to by the **COUNTY**. Notice of the prospective topics of discussion shall be furnished with the request for a meeting, for the purpose of determining whether a meeting is necessary.

## **Section 3 – Information**

The **COUNTY** agrees to furnish to the **UNION**, at no cost, a copy of all regulations, and copies of the Lane Code, Administrative Procedures Manual, Lane Manual and classification specifications, including amendments and additions. Within thirty (30) days after execution of this Agreement, the **COUNTY** will update the **UNION's** copy of the above documents. The **UNION** will pay for additional copies of the Lane Code and the Lane Manual, if needed. Additions and amendments to the Lane Code, Lane Manual, Administrative Procedures Manual and classification specifications shall not become effective until the **UNION** has been sent a copy.

#### **Section 4 – Protection of Rights**

- (A) The parties shall not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed under the Public Employee Collective Bargaining Act or this Agreement including but not limited to:
- (1) The **COUNTY** shall not dominate, interfere with or assist in the formation, existence or administration of the **UNION** or any successor employee organization.
  - (2) The Parties shall not discriminate in regard to hiring, tenure or any terms and conditions of employment for the purpose of encouraging or discouraging membership in the **UNION**.
- (B) The parties agree that any acts described within this section constitute Unfair Labor Practices under ORS 243.672 and are subject to appeal and review by the Employment Relations Board pursuant to Oregon Administrative Rules, Chapter 115, Division 35. Therefore, such acts shall not be subject to the Arbitration Provisions (STEP 4) of the Grievance Procedure of this Agreement and further, if an Unfair Labor Practice Complaint is filed, any grievance over the issue becomes null and void and the issue shall become subject exclusively to the applicable Oregon Revised Statutes and Oregon Administrative Procedures.

#### **Section 5 – Officers and Stewards**

The **UNION** shall provide a current list of its officers and stewards to the Labor Relations Manager, or designated representative. The **UNION** shall notify the Labor Relations Manager, or designated representative, of changes to this listing in a timely fashion.

**ARTICLE V**

**DISCIPLINE AND DISCHARGE**

**Section 1 – Causes for Discipline**

- (A) An employee who has completed the probationary period as defined in Article VIII of this Agreement shall not be disciplined or discharged without just cause. In determining if just cause exists, the following four tests must be met:
- (1) Was the employee forewarned of possible consequences of his/her conduct?
  - (2) Did the employee breach a rule or commit an offense as charged?
  - (3) Did the employee's act or misconduct warrant corrective action or punishment?
  - (4) Is the penalty just and appropriate to the act or offense as corrective punishment?
- (B) Disciplinary action shall be accomplished in a manner, which affords the employee the most protection possible from embarrassment before other employees or the public.
- (C) Discipline shall consist of one of the following:
1. Oral warning
  2. Written warning
  3. Suspension
  4. Discharge
- (D) Disciplinary action shall only be imposed upon an employee in relation to activities related to the employee's ability to perform his/her duties. Disciplinary action may be taken for activities that take place outside of **COUNTY** premises on off-duty time only when the employee's ability and effectiveness to perform his/her job is impaired.
- (E) Notice of disciplinary action shall normally be provided to the employee within fourteen (14) calendar days from the date the **COUNTY** had or should reasonably have had knowledge of the occurrence for which action is being taken. If, at the Department's discretion, an investigation is necessary, it shall be initiated within seven (7) calendar days from the date the **COUNTY** had or should reasonably have had knowledge of the occurrence and notice of charges and intended disciplinary action shall be provided to the employee within seven (7) calendar days from the date the **COUNTY** determines the investigation is complete. Calendar days shall not include any paid leave days. When the Department notifies the individual that a formal investigation is being conducted which may result in discipline, the Department will also notify the **UNION**, and advise the **UNION** of anticipated length of the investigation. This notification requirement shall not apply to informal investigations, or investigations conducted by the Sheriff, District Attorney, or any outside agency.

**Section 2 – Pre-disciplinary Hearing**

When the **COUNTY** intends to take disciplinary action involving discharge or suspension, the **COUNTY** shall notify the non-probationary employee and the **UNION** in writing of the charges against the employee and the proposed disciplinary action, and shall provide the employee with the opportunity to respond to the charges at a hearing with the supervisor or person having authority to impose the proposed disciplinary action. In the event this proceeding is recorded, the **COUNTY** will provide a copy of the tapes and/or transcript to the **UNION**.

- (A) The non-probationary employee whose discipline involving discharge or suspension is being considered shall be granted fourteen (14) calendar days (or more by mutual agreement) to



prepare for the disciplinary hearing.

- (B) The employee shall be entitled to have a **UNION** representative, not to exceed two (2) county employees at the pre-disciplinary hearing.

### **Section 3 – Effective Date of Discipline**

Once an employee has received official notification of any disciplinary action, such action shall be final, subject to the grievance procedure.

### **Section 4 – Extension of Time**

Extensions to the time limits shall be permitted under the following circumstances:

- (A) The time limits set forth in this Article may be extended by mutual agreement.
- (B) If the employee, the supervisor or any other directly involved individual is unavailable to properly investigate the incident due to illness or vacation, the time limits specified herein shall be extended by the number of days the individual(s) specified are unavailable.
- (C) If the incident(s) giving rise to the potential disciplinary action involve alleged criminal activity, the time limits specified in this Article shall commence at the close of any related criminal investigation and/or legal action.

**ARTICLE VI**

**GRIEVANCE PROCEDURE**

**Section 1 – Purpose**

- (A) The purpose of this procedure is to secure, at the lowest possible level, mutually acceptable solutions to grievances, which may arise from time to time affecting bargaining unit employees.
- (B) Should a disagreement arise concerning the interpretation or application of the provisions of this Agreement, or as to the performance of the obligations herein, such disagreement shall be settled according to the terms hereinafter provided. An employee, at their discretion, may elect to be represented by the **UNION** at any step in the procedure.
- (C) "Date of occurrence" herein shall mean the date the aggrieved party had or should reasonably have had knowledge of the occurrence.
- (D) Notwithstanding the provisions of Step 1 below, it is understood that the aggrieved party is obligated to attempt to resolve the matter informally; however, for the purpose of preserving time limits, the aggrieved party may formally submit the particulars of the grievance to the applicable supervisor pending conclusion of the informal attempt. Applicable supervisor shall mean the first supervisory person with the authority to respond with a proposed resolution on behalf of the **COUNTY**.

**Section 2 – Grievance Steps**

(A) **STEP 1**

- (1) The aggrieved party and/or designated representative shall first attempt to informally resolve the issue with the applicable supervisor. In the event such attempt is unsuccessful, the aggrieved party shall refer the grievance in writing to the supervisor, within fourteen (14) calendar days of the occurrence of the grievance. The notice shall include:
  - (a) A statement of the grievance and relevant facts;
  - (b) Applicable provisions of the contract; and
  - (c) Remedy sought.
- (2) The supervisor shall attempt to resolve the grievance and shall furnish a written statement of their position within seven (7) calendar days.

(B) **STEP 2**

If the grievance cannot be resolved in Step 1 above, or the supervisor has not submitted a written reply within seven (7) calendar days, the grievance shall be referred in writing to the applicable Department Head or designated representative who shall investigate the particulars of the grievance and shall attempt to resolve the issue within seven (7) calendar days of receipt, and shall furnish a written reply to the aggrieved party and the **UNION** within that time period.

(C) **STEP 3**

- (1) ~~(a)~~ If, after proceeding through Step 2 above, the grievance is still unresolved, the aggrieved party and/or designated representative may refer it to the Department Head, no later than seven (7) calendar days from the date of the Step 2 response or date when said response is due.

(b) i) ~~At this point in the process, the COUNTY, the UNION, and the Grievant may mutually agree to a joint investigation of a grievance which has been appealed to the Step 3 level.~~

~~ii) Upon agreement to conduct a joint investigation, the parties shall identify the representatives, who shall have the authority to mutually determine the methods and means by which they will proceed. The investigators will be one of the Step 3 representatives from the UNION and the COUNTY.~~

~~iii) The joint investigators shall report their findings at the Step 3 meeting.~~

~~iv) The Step 3 members may mutually agree for others to participate in the meeting. The grievant(s) shall have the option to attend the Step 3 meeting.~~

~~v) Either party may give notice in writing to the other party to cancel participation in this joint investigative process and return to the normal process at any time.~~

~~vi) The intent of the parties is to stay within the time lines of the collective bargaining agreement and to give written notification of extension requests.~~

~~The purpose of the joint investigation is to create a base of common knowledge in order to enable the Step 3 members to better understand the problem and increase the possibility to reach resolution. The intent of the parties is to empower the Step 3 members in order to reach resolution by the end of the meeting.~~

(2) The Department Director, or designee, and the County's Labor Manager shall meet with the grievant and the designated representative no later than fifteen (15) days from receipt of the Step 3 appeal.

~~(c) The COUNTY'S Labor Relations Manager, or designee, and one other management person appointed by the Department Head shall meet with an equal number of UNION representatives on behalf of the employee for the purpose of reviewing the grievance and of making a recommendation to the Department Head for resolution.~~

~~(2)~~

(3) The Department Director shall provide the County's written response within fifteen (15) days from the date of the Step 3 meeting.

~~(4)~~ Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.

~~(3)~~ The parties shall meet within thirty (30) calendar days of the completion of Step 2.

~~(45)~~ Any grievance which involves discharge, or is of a class action nature, may be introduced at this step, subject to the approval of both parties.

**(D) STEP 4**

~~If the Step 3 response from the County is not acceptable, the Union may submit the matter for arbitration and request a list of arbitrators from the Oregon State Employee Relations Board within thirty (30) days of the County's Step 3 meeting. If the Committee is unable to reach a consensus regarding a resolution or the Department Head fails to accept the recommendation of the Committee, the matter may be referred to an arbitrator for final determination, provided that such referral shall take place within thirty (30) calendar days of the commencement of the Step 3 meeting.~~

**Section 3 – Arbitration**

(A) In the event the respective representatives of the **COUNTY** and the **UNION** cannot agree to the selection of an arbitrator within eight (8) calendar days, final selection shall be accomplished with one party, to be determined by lot, first striking off one of the five (5) names submitted by the

State Mediation and Conciliation Service and thereafter the parties alternately striking names until one name remains.

- (B) The arbitrator shall have no authority to alter, modify, amend, vacate or change any terms or conditions of this Agreement, to substitute their judgment for that of either party in any instance where the parties have exercised their rights under the terms of this Agreement, nor shall the arbitrator decide on any condition which is not specifically treated in this Agreement.
- (C) The Award of the Arbitrator may or may not include back pay, provided however, that any back pay award shall not be in excess of the amount of wages and benefits actually lost during the period from sixty (60) days prior to the filing of the grievance and the date of implementation of the arbitrator's award, less any compensation that the employee actually received, including unemployment compensation.
- (D) The decision of the arbitrator shall be submitted within thirty (30) calendar days following the presentation of the case, and such decision shall be final and binding on both parties.
- (E) The **COUNTY** and the **UNION** agree that the loser of the arbitration shall pay the full expenses and Arbitration fees of the arbitrator only; the **COUNTY** and the **UNION** shall assume individual liability for the cost of their respective witnesses.
- (F) The arbitrator shall identify the losing party in the arbitration hearing and so state in the written decision to both parties.

#### **Section 4 – General**

- (A) All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article.
- (B) All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure to the extent allowed by law.
- (C) The **UNION** shall designate authorized representatives to investigate and process grievances on behalf of the **UNION** and shall notify the **COUNTY** of any changes in such authorization.
- (D) All grievance proceedings and reasonable investigation time, where practicable, shall be held during the regular hours when the Courthouse is open, on **COUNTY** premises and without loss of pay or recrimination to the aggrieved party and/or a designated representative. It is understood that the **COUNTY** shall not incur overtime liability as a result of such proceedings or investigation.
- (E) A grievance may be terminated at any time upon receipt of a signed statement from the employee, or duly designated representative, stating the matter is no longer at issue. A grievance settlement without **UNION** concurrence shall not prejudice any position taken by the **UNION** during the grievance proceedings.
- (F) A resolution of a grievance reached at or after Step 3 of this procedure, and approved by the Department Head, shall have the same effect as an arbitration award on the department involved.

#### **Section 5 – Time Limits**

- (A) Any time limit in this procedure may be extended for reasonable cause by mutual agreement and be binding on both parties. Such agreement, when practicable, shall be reduced to writing and signed by both parties. Failure by the aggrieved party and/or designated representative to properly observe time limits as stated without such agreement shall cause the grievance to become null and void.

- (B) Should the appropriate management personnel fail to respond to the grievance at any level within the time limits prescribed, exclusive of the provisions of Paragraph (A) above, the grievant may immediately appeal to the next higher step in the procedure.

**ARTICLE VII**

**GENERAL PROVISIONS**

**Section 1 – Employee Information**

- (A) The **COUNTY** agrees to furnish each new employee of the bargaining unit pertinent information regarding benefits.
- (B) The **COUNTY** agrees to make readily accessible to employees copies of Departmental Manuals.
- (C) The **UNION** agrees to provide an initial supply of 25 copies of this Agreement to **COUNTY** and **COUNTY** agrees to distribute copies to new employees. If additional copies of this Agreement are required during the term of this Agreement, **COUNTY** shall request such additional copies from the **UNION**.

**Section 2 – Personnel File**

- (A) The **COUNTY** shall maintain records relative to each employee's performance, promotion, discipline, substantiated, unfounded or exonerated complaints and other matters relative to the status of an employee, such records collectively to be referred to as the Personnel File. There shall only be one (1) official Personnel File and that file shall be maintained in the Personnel Division, with the exception of the Department of Public Safety, where the employee's official Personnel File shall be maintained in that department.

All documentation must be dated before inclusion in the official Personnel File. The official Personnel File shall be available to the employee and their designated representative for review and copying. The employee will be furnished with a copy of documents in the Personnel File and will be charged the current established rate for copies in excess of ten (10) pages.

- (B) ~~(B)~~—No document may be placed in an employee's personnel file without the employee's knowledge. No grievance may be filed concerning placement of non-disciplinary documentation in the personnel file. However, employees shall have the right to include a written rebuttal to any documentation provided such rebuttal is submitted through their Department Director within thirty (30) days of the date the employee had knowledge of inclusion of the document in the file.

**(C) If the County and the Union agree that any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file. Grievances shall not be placed in personnel files.**

**Section 3 – Expense Reimbursement**

- (A) Employees required by the **COUNTY** to remain overnight outside their immediate area of residence shall receive reasonable reimbursement of actual expenses incurred for lodging and meals, provided however, that reimbursement for meals shall not normally exceed the amount specified in the Administrative Procedures Manual, unless prior approval is secured from the Department Director.
- (B) Receipts for lodging expenses are to be turned in with the report of expenses incurred. Receipts for meals shall not normally be required.
- (C) At the discretion of the employee, an optional non-receipted expense reimbursement of thirty dollars (\$30) per diem per twenty-four (24) hour period for meals and lodging may be granted by the **COUNTY** in lieu of (A) and (B) of this Section.
- (D) Employees required to use personal vehicles in the performance of job duties, or who are required to work at a location other than their established reporting place, shall be reimbursed

mileage expenses at the then current rate as established by the Board of County Commissioners and stated in the Administrative Procedures Manual.

- (E) Employees required to attend conferences, seminars or training sessions, outside the **COUNTY**, shall be entitled to reimbursement of meal expenses when such meals are not provided as part of the conferences, seminars or training sessions subject to the following:
  - (1) Breakfast - when the employee must leave their residence for traveling to the conference, seminar or training session location more than one (1) hour in advance of their normal departure time.
  - (2) Lunch - when the conference, seminar or training session spans the employees normal lunch break or when the conference, seminar or training session ends immediately before or starts immediately after the employee's normal lunch break.
  - (3) Dinner - when the employee must travel from the conference, seminar or training session location for more than two (2) hours after their normal quitting time to reach their residence.
- (F) Employees shall exercise good judgment and particular regard for economy while traveling or incurring reimbursable expenses in connection with **COUNTY** business. Any expense for which an employee requests reimbursement should directly and clearly relate to the conduct of **COUNTY** business.
- (G) The amounts provided for as expense reimbursement under this Article shall not be less than those established by the Board of County Commissioners and listed in the Administrative Procedures Manual.

#### **Section 4 – Work Rules**

The **COUNTY** shall furnish the **UNION** a copy of work rules and regulations in writing in a timely manner. The **COUNTY** will make copies available to all employees. Work rules or regulations shall not become effective until the **UNION** is sent a copy and they are made available to the affected employees.

#### **Section 5 – Employee Assistance Program**

The **COUNTY** shall continue to provide the voluntary, confidential counseling services of an Employee Assistance Program to employees covered by this Agreement. All information gathered through the voluntary use of the Employee Assistance Program shall be held strictly confidential unless the Employee Assistance Program has obtained a signed release from the employee.

#### **Section 6 – Licenses**

The **COUNTY** shall continue to reimburse employees for the cost of occupational licenses and registrations required for the performance of their jobs.

#### **Section 7 – Non-discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination in accordance with applicable **UNION**, state and federal laws and regulations. Disputes arising under this provision for which there is a legal remedy, may be processed through the grievance procedure but are not arbitrable.

#### **Section 8 – Uniforms**

- (A) The **COUNTY** shall furnish a maximum of one hundred and twenty dollars (\$120) for

reimbursement of required uniforms and shall reimburse replacement costs to a maximum of one hundred twenty dollars (\$120) annually, provided that proof of needed replacement and actual purchase is furnished to the **COUNTY**.

- (B) The **COUNTY** shall furnish the following protective clothing for Animal Welfare Officers permanently assigned to field operations: 2 pair pants, 2 summer shirts, 2 winter shirts, 1 summer jacket (windbreaker), 1 winter jacket, 1 rain jacket.

Uniforms will be replaced as determined by the **COUNTY**.

#### **Section 9 – Parking**

- (A) **The County may raise parking fees to match fees in the market area, however only one change may be made during the period July 1, 2005 to June 30, 2008.** ~~After January 1, 2001 there shall be no increase in rates for employee parking until at least July of 2003. Thereafter the COUNTY will not initiate increases but may match other increases in the market, while maintaining the employee subsidy at the current percentage discount.~~
- (B) The "Market Area" used by the **COUNTY** to establish parking fees will be defined as all parking lots, except the most expensive lot and least expensive lot, between High and Charnelton Streets on the East and West, 4th and 11th Streets on the North and South of the Lane County Public Service Building and the Courthouse.
- (C) AFSCME represented employees stationed at the Lane County Adult Corrections facility and working for the Lane County Sheriff's Office shall be provided free parking.



## **ARTICLE VIII**

### **SELECTION/PROMOTION**

#### **Section 1 – Job Posting**

- (A) Vacant bargaining unit positions, except those filled by lateral transfer or promotion as provided below, shall be posted for employment applications.
- (B) Non-probationary bargaining unit members who desire promotion may submit a request to be considered for promotion to the Human Resources office at any time. Such request shall specify the classification(s) to which the employee wishes to be promoted. When a position in a classification for which an employee has filed a promotional request becomes vacant, the employee will be notified and may apply.
- (C) Where the **COUNTY** believes that fewer than three (3) qualified bargaining unit employees will apply, the **COUNTY** shall have the option of posting the vacancy in-house or recruiting from outside the bargaining unit.

#### **Section 2 – Promotional Preference**

Non-probationary bargaining unit employees who complete an official employment application and who meet the minimum qualifications for the classification shall be granted promotional preference for all bargaining unit positions.

- (A) All postings will be displayed in a central location within each department. Further, Supervisors/Hiring Authorities shall notify all AFSCME staff of positions opening within their respective departments.
- (B) Employees may fill out the AFSCME Promotional Request form at any time of the year and will be immediately added to the promotion list.
  - (1) Completing the AFSCME Promotional Request form only guarantees that the employee will be sent a recruitment announcement. Once the employee has been notified of the promotional opportunity, the employee must complete an employment application for the vacant position.
  - (2) Employees going on vacation, for more than one week, have a responsibility to notify Human Resources in writing or by e-mail of where they may be reached if they want to be notified of any promotional opportunities.
  - (3) Employees should keep a copy of the completed promotional request form in order to help themselves remember positions for which they have requested promotional notification. Employees will receive notification only of those positions listed on their promotional request form.
  - (4) Employees can keep themselves informed of current posted positions by calling the Lane County Job Line or accessing the on-line County Employment Opportunities web page.
  - (5) Employees must keep Human Resources notified of their current address and phone number.
- (C) Human Resources staff will accept Promotional Request forms and maintain an up to date promotional request file. When a vacant AFSCME position is posted, Human Resources will send a copy of the recruitment announcement individually to the employees on the promotional notification list for that classification.

- (D) Promotional preference will occur subject to the following:
- (1) As determined by the **COUNTY**, promotional eligibility shall be based on:
    - (a) Supplemental questionnaire and/or examination score;
    - (b) Seniority - The weight of the questionnaire and/or examination shall be one hundred (100) points with a passing score of seventy percent (70%). All employees who achieve a score of at least seventy percent (70%) will receive seniority points at the rate of two (2) points for each six (6) months of employment up to a maximum of sixty (60) points (fifteen (15) years of service).
  - (2) Up to the top five (5) candidates for internal promotion as determined in Paragraph 1 above shall be referred to the appointing authority for an employment interview. The appointing authority may select any one of the candidates referred.
  - (3) All employees on layoff status shall be given an opportunity to apply for any bargaining unit vacancy in any classification which has a salary range above that of their previous classification and for which they are qualified. When applying for the vacant bargaining unit position, the employee on layoff status shall be eligible as an in-house candidate, subject to the provisions above.
- (E) If a minimum of three (3) qualified applicants who are currently members of the bargaining unit apply for the position and receive a score of at least seventy percent (70%) on the questionnaire/examination as specified in Section 2 (D) above, outside candidates shall not be considered.

### **Section 3 – Outside Recruitment**

If fewer than three (3) qualified employees apply for promotion and receive a score of seventy percent (70%) on the questionnaire/examination, the appointing authority may select one of the qualifying internal applicants or applications may be accepted from other sources. The top five (5) candidates from all sources, including all promotional candidates who have scored seventy percent (70%) or more on the questionnaire/examination, shall be referred to the appointing authority for an employment interview. The appointing authority may select any one of the five (5) candidates referred.

### **Section 4 – Lateral Transfers**

- (A) Lateral transfers may generally only be made from one authorized position to another within the same classification. Lateral transfers may be made to other classifications at the same salary range provided that employees wishing to transfer can demonstrate that they meet the minimum qualifications for the new classification. The **COUNTY** may require an employee wishing a transfer to pass the same test required to qualify for promotion.
- (B) Supervisors/Hiring Authority will notify all employees within their department of any vacant position before going to the recall or transfer list to allow any interested qualified staff member the option of a reassignment of duties. After any reassignments occur, the department will notify Human Resources of the vacant position with specific information. Human Resources will assist with the educational process by checking to see that departments have dealt with internal reassignments before requesting a transfer list or that a position be posted.
- (C) Lateral transfers will only be considered when a position becomes vacant unless there are two or more transfer candidates who can "trade" positions. If an employee is interested in being considered for lateral transfer, he/she must submit a written request for lateral transfer, clearly explaining the employee's interests, to Human Resources (or the Department of Public Safety for positions within that Department). The request must be received before a position is posted in order for a transfer request to be considered. Human Resources staff will accept Transfer

Request forms and maintain an up to date transfer file.

- (D) Human Resources will contact employees to formally update transfer data semi-yearly to ensure that those on the list wish to remain on the list. Employees must make a written or e-mail response to Human Resources semi-yearly request for updated information. Failure to respond will result in the employee's name being dropped from the transfer list. Employees going on vacation for more than one week have a responsibility to notify Human Resources in writing or via e-mail of where they may be reached if they want to be considered for any transfer position. Further, employees must keep Human Resources notified of their current address and phone number.
- (E) When a vacancy occurs, Human Resources will contact appropriate employees outside the requesting department to determine employees' interest in a specific position. All employees indicating an interest will be referred to the department for consideration. Included with this list will be an outline of appointing authority responsibility.
- (F) When the department receives the list of transfer candidates from Human Resources, the memo will be specific in what the department's responsibilities are towards those candidates.
- (G) When an opening occurs in the appropriate classification, transfer candidates shall be interviewed for the position before the position is posted. The hiring authority must contact all transfer candidates to schedule interviews. If unable to contact candidates immediately, the hiring authority will continue to try to make contact for at least three days.
- (H) Departments are not required to fill a position with a transfer candidate. They may elect to post the position pursuant to Section 1 of this Article.
- (I) Accepting a transfer position will remove the employee's name from the transfer list. The employee will be required to go to Human Resources and complete a new transfer request form to place themselves back on the transfer list.

#### **Section 5 – Department of Public Safety Positions**

- (A) All bargaining unit positions within the Department of Public Safety shall be excluded from Sections 1 through 4 of this Article except that Section 1 (A) of this Article shall apply.
- (B) Bargaining unit employees working in the Department of Public Safety shall be fully eligible for promotional preference for all other bargaining unit positions as provided in this Article.

#### **Section 6 – Reclassifications**

The following shall govern the reclassification of filled positions in the bargaining unit:

- (A) Incumbents in positions being reclassified upward must meet the minimum qualifications for the new classification.
- (B) If, over time, the complexity or level of responsibility of a position increases, the department may submit a request for reclassification to Personnel. Affected employee(s) shall be notified of all requests for reclassification. If an employee believes the duties of his/her position have changed sufficiently to justify a reclassification, the employee may request a reclassification from the department.
- (C) If an upward reclassification is predicated on a reorganization, all interested employees within the department presently classified in the next lower classification level and who meet minimum qualifications shall be interviewed for the position. Selection will be based on experience, qualifications, and seniority from amongst those employees interviewed. The **UNION** and all eligible employees will be notified of the opportunity.

- (D) If a position is reclassified downward, the layoff procedures of this Agreement, Article XVI shall take affect, unless the incumbent employee elects voluntary demotion.
- (E) The **UNION** and the affected bargaining unit employee shall be notified of all final classification decisions within ten (10) days.

### **Section 7 – Flex Staff Series**

After an employee has been employed at the entry level in a flexibly staffed classification for a period of one (1) year, he/she may be advanced to the journey level subject to the following:

- (A) The employee is remaining in the same position.
- (B) The employee meets the minimum qualifications for the journey level.
- (C) The employee is performing, at an acceptable level, the duties of the journey level.
- (D) An employee who has been at the entry level for eighteen (18) months or more, may request to be moved to the journey level. Such request shall be approved or denied by the Department Director within fourteen (14) days. The Department Director's decision shall be based upon Paragraphs A, B and C, above.
- (E) Denial of a request to move to the journey level may be appealed by filing a written appeal with the County Personnel Office within fourteen (14) days of receiving the denial from the Department Director.
- (F) The County Administrator or his/her designee shall have ultimate and final authority to approve or disapprove any request for movement from the entry level to the journey level.
- (G) Upon moving from the entry level to the journey level, an employee shall be placed on a step in the journey level salary range with a minimum of a four~~five~~ percent (45%) salary increase.
- (H) Flexibly staffed classifications are those classifications identified in Appendix C.

### **Section 8 – Probationary Period**

- (A) The probationary period is an integral part of the employee selection process and provides the **COUNTY** and the probationer an equal opportunity to observe each other to determine the desirability of a continued working relationship. As part of the selection process it likewise provides each with an equal opportunity to discontinue that working relationship at any time during the established probationary period.
- (B) The **COUNTY** reserves the right, as part and parcel of the selection process, to reject any probationary employee during the initial probationary period without recourse, if in the **COUNTY**'s opinion such rejection is in the best interest of the **COUNTY**. In the event of the rejection of a probationary employee, the **COUNTY** shall notify such employee two (2) weeks prior to the effective date of such rejection, or at the option of the **COUNTY**, shall provide two (2) weeks' pay in lieu of such notice.
- (C) New bargaining unit employees shall serve an initial probationary period of six (6) continuous months worked. Employees failing to receive a competent or better evaluation rating on their probationary review may have their probationary period extended for a period not to exceed ninety (90) days with the consent of the **UNION**. During such extension, the employee shall be entitled to all benefits under this Agreement except that they may not grieve termination of employment.

- (D) Employees who are transferred from one position to another but do not change classification or employees who are reclassified shall not serve a probationary period.
- (E) Employees who are promoted to another classification shall serve a new probationary period. Such employees who fail, as determined by the **COUNTY**, to satisfactorily meet the requirement of the new position or classification, at anytime during the probationary period, shall be returned to the previously held position or classification in the former department and shall be removed from the eligibility list for promotion to that classification. Employees rejected in probation shall not be eligible to compete for a position in the same classification under the same ~~supervisor~~work unit for a period of ~~two~~one (21) years.
- (F) Any probationary employee not notified of performance deficiencies noted during the first one-half (1/2) of the probationary period may assume such performance has been acceptable to date. It is understood that such acceptable performance does not presume continued employment for the balance of the probationary period.

## **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~~Sunday and ending at 2159 hours on the following ~~Friday~~Sunday. This change is effective pay period 26, 2005.

#### **Section 2 – Normal Work Schedule**

An employee will normally work eight (8) hours in a workday and five (5) days in a workweek and shall normally receive two (2) consecutive days off, but not necessarily in the same workweek.

#### **Section 3 – Employee Work Schedule**

- (A) It is recognized that the **COUNTY** may, from time to time, find that changes in individual or operational work schedules 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 or when the change is initiated by an employee, the **COUNTY** shall notify the affected employee at least ten (10) calendar days prior to implementation of such changes. Regular work schedules shall be established as far in advance as the **COUNTY** reasonably feels is practical.
- (B) Temporary work schedule changes for the purpose of meeting statutory requirements shall not be subject to the provisions of this Section. Emergency shall be 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 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; 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 preference. While the **COUNTY** shall retain the final decision relative to work schedules, any voluntary agreement reached between a Department Director and the affected employees which is consistent with the Agreement, relative to work scheduling procedures and criteria shall be followed unless amended.
- (E) It is understood that Animal Welfare Officers within the Animal Control Division of the Department of Human Resources and Management Services shall have the privilege of selecting work schedules based on seniority provided that work schedule requests are made prior to January 31 and July 31 of each year. Such exercise of seniority shall be limited to two (2) selections per each calendar year.
- (F) Persons in continuous operations of twenty-four (24) hours per day and seven (7) days per week who are subject to rotated shifts shall not be required to work more than seven (7) continuous days on a shift change without a day off.
- (G) Parole and Probation Officers may either flex their work schedule within the eighty (80) hour bi-weekly pay period or accrue compensatory time at the rate of 1.5 hrs. per hour worked. The flexing of work schedules, accrual of compensatory time should routinely receive prior supervisory approval; except in exigent circumstances, which require the discernment of the officer assigned to the case in responding to call involving public protection. The officer responding to such exigent circumstance as provided herein shall report same to her/his immediate supervisor at the earliest reasonable opportunity.

#### **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. It is agreed that in no event shall an employee be required to work more than forty (40) straight time hours in the workweek.
- (B) An employee may submit a written request to his/her supervisor for a permanent change in work hours and/or workdays of his/her work schedule. Such requests may provide a four (4), ten (10) hour day or a four (4), nine (9) hour day and one (1), four (4) hour day or other schedules provided, however, no schedule shall be allowed which in any way conflicts with the Fair Labor Standards Act.
- (C) When an employee works a four (4), ten (10) hour day work schedule pursuant to Section (A) above, or an alternate work schedule pursuant to Section (B) above, all hours worked pursuant to the schedule shall be considered regular hours and not subject to the overtime provisions of this Agreement.
- (D) Supervisors shall make a good faith effort to accommodate requests for an alternate work schedule. The final decision to grant or deny any request for an alternate work schedule shall be at the sole discretion of the Department Director and his/her decision shall not be subject to the grievance and arbitration provisions of this Agreement.

#### **Section 5 – Overtime**

- (A) When the **COUNTY** requires non-exempt employees to work overtime, the following shall apply:
  - (1) 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.
  - (2) Except as modified by Section 4 above, all time worked in excess of eight (8) hours in a workday shall be considered overtime work.
  - (3) Except as modified by Section 4 above, all paid time in excess of forty (40) hours in any workweek shall be considered overtime work.
  - (4) 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.
  - (5) 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.
  - (6) Overtime shall be compensated only once for the same hours worked.
  - (7) Overtime shall be calculated to the next one-quarter (1/4) hour worked.
  - (8) Any non-exempt 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.
  - (9) The classifications exempted from the provisions of this section are indicated in Appendix A, Salary Schedule attached hereto.

- (B) When the needs of the **COUNTY** require exempt employees to work overtime, the following shall apply:
- (1) Overtime work shall be compensated at the rate of one (1) hour of compensatory time off for one hour of overtime worked.
  - (2) All hours in excess of forty (40) hours in any workweek shall be considered overtime work.
  - (3) The **COUNTY** expects exempt employees to exercise prudent judgment in the scheduling of their time to minimize any overtime work.
  - (4) The **COUNTY** agrees to recognize and consider seniority in regards to required overtime assignments.
  - (5) Overtime shall be compensated only once for the same hours worked.
  - (6) Overtime shall be calculated to the nearest one-quarter (1/4) hour worked.
- (C) Any compensatory time off over forty (40) hours not taken by the first (1st) pay period of April and the first (1st) pay period of October of each year shall be converted to cash at the employee's current straight time rate of pay.
- (D) Any unused accumulated compensatory time off shall be paid in cash at the time of termination, death or transfer to another department.

#### **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. Those employees specifically required to remain at their work site and perform work in lieu of a meal period will receive pay for the time worked at the rate of time and one half.
- (D) 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**.
- (E) Employees on the swing or graveyard 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**.

#### **Section 7 – Cleanup Time**

Employees shall be afforded necessary time, as determined by the **COUNTY**, for the purpose of cleanup prior to the conclusion of the work day. Animal Welfare Officers at Animal Control Division will be allowed to change out of their uniforms during this time.



### **Section 8 – Reporting Place**

- (A) Non-exempt 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.
- (B) Exempt employees shall report to work so as to meet the requirements of their jobs.
- (C) Employees who report for duty at the Alma Work Camp shall be paid \$12.50 per diem.

### **Section 9 – Call-back Pay**

- (A) The terms and conditions of this Section shall not apply to Parole and Probation Officers; however, a parole and probation officer who responds to a call after normally scheduled hours will merit compensation as per Article IX, Sec 3(G).
- (B) An employee who is called back to work prior to their next scheduled shift shall be paid for actual hours worked.
- (C) An employee who reports for work as scheduled and upon reporting finds no work available shall be guaranteed a minimum of one (1) hour pay at the applicable straight or overtime rate, provided that such lack of work is not due to circumstances beyond the control of the **COUNTY**.
- (D) Except for calls received from a supervisor or manager in response to an oversight of the employee, an employee who receives a phone call during off duty hours shall be compensated for a minimum of one-half (1/2) hour at the applicable straight or overtime rate in accordance with Article IX, Sections 1 and 5. If a phone call exceeds one-half (1/2) hour in duration, the employee shall be compensated for the actual time of the call. An employee called back a second time within the time frame of the original call back will not be eligible for an additional call-back pay. Exempt employees' compensation will be in the form of compensation time at the rate of one (1) to one (1).

### **Section 10 – Shift Differential**

The **COUNTY** agrees to pay a shift premium of three percent (3%) of the employee's normal base hourly rate in addition to the established wage rate or twenty-five cents (\$0.25) per hour, whichever is greater for all hours worked on swing shift or five percent (5%) of the employee's normal base hourly rate for all hours worked on graveyard shift. The swing shift shall be considered any shift with hours primarily between 1600 and 2400. The graveyard shift shall be considered any shift with hours primarily between 2400 and 0800.

### **Section 11 – On-Call Time**

- (A) An employee who is required to be on-call or on standby during off-duty hours will be compensated at the rate of one (1) hour regular wage per day. If the individual is called to work, they will be paid for the actual hours worked at the applicable straight or overtime rate. To qualify for on-call compensation, an employee must be required to be available for contact by telephone, pager or other telecommunication device and/or to be able to report to work immediately. Except when unforeseeable circumstances occur, no employee shall be required to be on-call more than fourteen (14) days in a twenty-eight- (28) day period.
- (B) Parole and Probation Officers are not required to carry a pager during off-duty hours.

### **Section 12 – Fire and Safety Certificate**

Permanent employees in the classification of Senior Plans Examiner who are required to hold a Fire and Life Safety certification, will be paid five percent (5%) above their regular rate of pay when assigned to Fire and Life Safety enforcement review responsibilities. When this additional certification is required and the responsibilities assigned, the five percent (5%) shall apply for all hours worked.

**ARTICLE X**

**WAGES**

**Section 1 – Salary Range Adjustments**

- (A) ~~Effective the first pay period following July 1, 2004<sup>5</sup>, each presently established job classification will be increased by 02% as the salary ranges shall be those set forth in Schedule A and attached hereto. Employees on the payroll on the date of ratification of this MOU by the Board of County Commissioners shall receive the 2% cost of living adjustment retroactive to July 1, 2004.~~
- (B) The **UNION** will be involved and participate in cooperative efforts to enhance productivity and identify cost savings and long term financial planning. Upon request, the **COUNTY** will provide all available information regarding revenue and expenditures and financial forecasting models to the **UNION** and will meet at least quarterly to discuss the **COUNTY's** financial situation. Within fourteen (14) days following final budget action by the Board of County Commissioners, the **COUNTY** shall provide the impact statements included in the budget document for the reduction and addition of personnel to the **UNION**.
- ~~(C) Employees on the payroll from the date of the ratification of this MOU by the Board of County Commissioners shall receive a one time payment of \$100.00.~~

**Section 2 – Steps in Compensation Plan**

- (A) ~~Effective the first pay period following July 1, 2005, the compensation plan shall be based on a 120 Step schedule with the steps being equally spaced between the low and high ends of the salary range for each classification. Employees will be placed at the step closest in pay to their current step, provided there is no pay decrease.~~
- (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, step increases shall occur at twelve (12) month intervals unless the employee receives "needs improvement" or lower rating on their performance evaluation.
- ~~(C) All employees who have been at step eleven for three years or more and achieved an overall "competent" ("successful") or better rating on their most recent evaluation, shall be advanced to Step 12.~~
- ~~(D)~~ (D)(C) Employees who are denied a step increase must be notified in writing prior to the scheduled date of the increase. The notice must identify the areas of deficiency. Employee will be given the opportunity to sign the notice. Employees who are denied a step increase may utilize either the Administrative Procedures Manual (APM) evaluation appeal process or may use the grievance procedure in Article VI. The only permissible claim of contract violation is a management rights violation because the performance deficiency is alleged to be unsubstantiated or the denial is alleged to be inequitable. The parties agree to make every reasonable effort to resolve the issue at or before Step 3.
- ~~(E)(D)~~ 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 over the proposed wage rate within that same period.
- (C) Should the **UNION** request to negotiate over the proposed wage rate, the procedures described in Article XVII, Section 2 shall apply.
- (D) If the **COUNTY** and the **UNION** do not reach agreement on a permanent wage rate, the **UNION** may take the matter to final offer arbitration not less than thirty (30) days nor more than forty-five (45) days after the first negotiations meeting. Should the **UNION** fail to do so, the **COUNTY** shall implement its last offer as the permanent wage rate.
- (E) Should the matter be submitted to arbitration pursuant to this provision, the authority of the arbitrator shall be limited to the sole question as to which party's offer is most appropriate to the maintenance of internal equity within the bargaining unit. To facilitate an orderly proceeding in this matter, the parties agree that each party shall submit a written "final offer" on the "wage rate" not less than three workdays prior to date of the hearing. Thereafter, neither party may change its "final offer" unless pursuant to stipulation of the parties. The most appropriate offer as determined by the arbitrator shall become the permanent wage rate.
- (F) The procedures provided subsections (D) and (E) above are a creature of the *Agreement*. These procedures are not based upon, nor are they intended to reflect ORS 243.742 through 243.762. Further, these procedures are not based upon, nor are they intended to reflect OAR 115-40-015.

### **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 authorized in writing upon the employee's request.

### **Section 6 – Bilingual Differential**

- (A) Positions designated as bilingual will receive 3% additional compensation above the base classification pay.
- (B) Bilingual designation is an adjunct classification. The classification specifications will include bilingual skills of a specified level in a specified language or languages. For example, an OA2 position requiring bilingual skills would be designated as OA2-B.
- (C) The **COUNTY** shall determine which positions shall be designated as "B" classifications.

- (D) The **COUNTY** may test for appropriate minimum qualifications for level of fluency to meet the minimum qualifications for the classification specification.
- (E) A "B" designated classification shall be considered a separate classification for the purposes of Article XVI. In order for an employee in a non-"B" designated classification to bump into a "B" designated classification, the employee must meet the minimum qualification for level of fluency for the "B" designated classification.
- (F) The **UNION** may obligate the **COUNTY** to a formal classification review on two classifications to be designated as adjunct "B" classifications in addition to the six such classification reviews delineated in Article XIX, Section (1)(C)(2).

### **Section 7 – Direct Deposit**

Upon ratification of this *Agreement*, the **COUNTY** reserves the right to distribute employee payroll via direct deposit. Unless, the **UNION** is provided no less than thirty (30) calendar days' notice to the contrary, the direct deposit program shall include the following protocols:

- (A) All employees hired after March 22, 2001, shall have their payroll transmitted via direct deposit
- (B) Employees hired before March 22, 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) Subject to the conditions contained in subsection (F) herein, payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.
- (F) In those instances when the payroll Friday occurs on a holiday as provided in Article XI, Section of this *Agreement*, payroll subject to direct deposit will normally be available on the day before said Friday.

### **Section 8-Deferred Compensation Contribution**

- (A) Effective the first pay period following July 1, 2005, the **COUNTY** will contribute 2 percent (2%) of the employee's PERS/OPSRP subject wage rate to one of the County's deferred compensation providers.
- (B) Employees shall be responsible for opening an account in one of the plans and for assuring that his/her account does not exceed the maximum allowed under IRS rules.
- (C) Effective the first pay period following July 1, 2006, the **COUNTY** will contribute an additional 2 percent (2%), for a total of four percent (4%), of the employee's PERS/OPSRP subject wage rate to one of the County's deferred compensation programs.
- (D) Effective the first pay period following July 1, 2007, the **COUNTY** will **not** contribute to the deferred compensation program.

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

(B) Qualifications

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

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

(C) Holiday Pay

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

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

- (c) If the **COUNTY** does not permit part time employees an opportunity for a modified work schedule for the week of a holiday pursuant to Paragraph (a) or (b), above, employees shall receive full holiday pay for the actual hours they would have worked on the holiday.
  - (d) If part time employees are offered an opportunity by the **COUNTY** for a modified work schedule for the week of a holiday pursuant to Paragraph a or b above, and elect not to change from the normal work schedule, employees must use accrued time management leave or other earned leave to supplement the pro-rated holiday pay in order to receive a normal pay check or receive a short pay check based on pro-rated pay for the holiday.
- (3) Compensation for holidays shall be as per the following:
- (a) Pay for each designated holiday which falls on a day the employee otherwise would work, and
  - (b) In addition to compensation under (a) above, a non-exempt employee required to work on a holiday shall receive, one and one-half (1-1/2) times the regular straight time rate for all work performed on a designated holiday. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.
  - (c) In addition to compensation under (a) above, an exempt employee required to work on a designated holiday shall receive alternate time off in an equal amount at a time mutually convenient to the employee and the **COUNTY**.
- (4) Employees called to work on the holiday, but who do not report, shall forfeit holiday pay unless such absence is excused.

(D) Holiday on Day Off

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

(E) Holiday During Leave

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

(F) Friday Following Thanksgiving

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

**Section 2 – Time Management**

(A) Purpose

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

(B) Eligibility

This program covers all employees in the bargaining unit. However, it is understood that initial probationary employees may only use time management for illness or emergency reasons. Employees covered by these provisions shall not be eligible for separate leave benefits covering the following:

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

(C) Accumulation

Except as limited in subsection 4, (F) herein, leave time shall be accrued for each hour worked or hour of paid leave at the appropriate rate provided below.

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

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

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

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 - 12 mos. (0 yrs to 1 yr)	23.0 days/yr	7.077 hrs/pay period
13 - 24 mos. (1 yr to 2 yrs)	26.0 days/yr	8.000 hrs/pay period
25 - 48 mos. (2 yrs to 4 yrs)	29.0 days/yr	8.923 hrs/pay period
49 - 108 mos. (4 yrs to 9 yrs)	32.0 days/yr	9.846 hrs/pay period
109 - 168 mos. (9 yrs to 14 yrs)	35.0 days/yr	10.769 hrs/pay period
169 - 228 mos. (14 yrs to 19 yrs)	38.0 days/yr	11.692 hrs/pay period
229 - 288 mos. (19 yrs to 24 yrs)	41.0 days/yr	12.615 hrs/pay period
289 mos. + (24 + yrs)	44.0 days/yr	13.538 hrs/pay period

(D) Part-time employees

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

(E) Existing Vacation

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

(F) Usage

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

(G) Maximum Accumulation

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



allowable prior to the following March 31 or forfeit the excess.

(H) Termination

After six (6) months of service, upon the termination of an employee, the employee's accrued time management leave balance as of the date of termination shall be 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 shall be paid to the employee's personal representative at the current rate of pay.

(J) Scheduling

- (1) Employees shall, whenever possible, request time-off in advance by at least fifty percent (50%) of the requested time off. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor as soon as possible. Substantiation of illness, injury, or emergency may be required by the **COUNTY** when a pattern of excessive use of time management without prior supervisor approval interfering with operations has been documented. The first time an employee is absent without pay, without advance supervisor approval, the **COUNTY** may require him/her to have one counseling session with the **COUNTY** provided Employee Assistance Program provider.
- (2) Supervisors shall respond in a timely fashion to written requests for leave. Requests for leave submitted after the January 15 seniority option, shall be deemed to be approved if not denied within fourteen (14) days of receipt for requests submitted more than two (2) months ahead, within seven (7) days for requests submitted two (2) weeks to two (2) months ahead, and within fifty percent (50%) of advance time for requests submitted less than two (2) weeks ahead. All leave requests after January 15 shall be on a first come first serve basis.
- (3) Leave shall be scheduled by the **COUNTY** based primarily upon the needs of efficient operation, the availability of relief, and being responsive to the needs of the employee to use his/her earned leave. Employees shall be responsible for planning and initiating requests for leave. Supervisors will make a good faith effort to accommodate all leave requests. Requests made more than one (1) week in advance or fifty percent (50%) of the time off requested, whichever is greater, will be granted under normal circumstances, provided that the number of employees gone simultaneously is not excessive. For purposes of this Section, the phrase "normal circumstances" is not intended to apply to periodic times of high workload demands, but is intended to apply to consistent workloads that are quite heavy as a result of layoffs or other general staffing shortages. In case of conflicts between employees concerning the scheduling of leave, the employee with the longest period of continuous service with the **COUNTY** shall be given first consideration, provided that leave requests are made prior to January 15 of each year. Such exercise of seniority shall be limited to one (1) selection per each calendar year. In extenuating circumstances, the **COUNTY**, when practicable, will attempt to accommodate requests for leave schedule modifications.

(K) Conversion

- (1) Employees may sell accrued time management hours and vacation hours subject to the following restrictions:

- (a) The maximum number of time management hours and vacation hours that can be converted into 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) Notwithstanding paragraph (a) above, the maximum number of time management hours and vacation hours that can be converted into cash compensation in the 2004 calendar year only cannot be greater than the number of hours taken in the same calendar year or forty (40) hours whichever is the lesser.
  - (c) The time management leave hours must be either scheduled or used prior to any conversion pursuant to this provision.
- (2) Subsection (1) above notwithstanding, during the last three (3) 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.
- (3) Subsection (1) above notwithstanding, employees who are laid off may sell back up to a maximum of eighty (80) hours of time management inclusive of any time management previously sold back in that year. If and when employees are recalled, within the first six (6) months of recall, they may buy back all or part of their previously accrued leave balances at the rate in effect at the time they are recalled at the same ratio at which they were cashed out.

(L) Procedure for Donation of Time Management

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

- 1) Employee or his/her co-workers may make a request in writing to their supervisor stating the nature of the emergent condition and the reason for the request.
- 2) The Supervisor will review the request, verify the employee's leave balance, and check to see if other options are available. If it is found that no leave is available, the request will be forwarded to the Department Director. If the Department Director concurs, the request is forwarded to the HR Manager for approval.
- 3) Employees of the Department are notified of need and given an opportunity to donate. In order for this policy to be most effective, employees should be given a specific period of time in which to donate hours.
- 4) The necessary Donation of Time Management Hours form is provided by the department and when filled out is submitted directly to Payroll in order to maintain confidentiality. Names of donors will remain confidential.
- 5) When employee must take time off from work, hours will be coded as "75-Emergency Situation". The donated Time Management hours may not be used for any other purpose than the emergency for which they are intended. The department is responsible for monitoring these hours. Hours are transferred to the employee's account as needed.
- 6) When the emergent situation has ended, any donated hours not used will be credited back to donors on a pro-rata basis.
- 7) Donations will be based on time donated, not dollar value of donation.

The 80-hour eligibility period for LTD will not be subject to this program. An exception may be granted by the HR Manager.

### **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 non-occupational illness or injury exceeds the elimination period, the **COUNTY** will provide compensated time off at the employee's regular rate of pay for the first two (2) weeks, or any part thereof, of disability; at ninety percent (90%) pay for the next two (2) weeks, or any part thereof; at eighty percent (80%) pay for the next two (2) weeks, or any part thereof; at seventy percent (70%) for the next two (2) weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) for any remaining disability period. This change in disability leave would be effective immediately upon ratification of the contract. All disability leave pay is less any Workers' Compensation benefits for which the employee may be entitled following the elimination period until the employee is released to return to work up to a maximum of ninety (90) days within one hundred five (105) calendar days from the first day of absence for a specific illness or injury. The date on which an employee is unable to report to work due to a specific illness or injury will be the first day of absence for purposes of establishing qualifications for disability leave.
- (B) The employee will be required to satisfy the eighty (80) hour elimination period prior to qualifying for disability leave benefits. Once the eighty (80) hours are satisfied, no additional time management will be charged for the same illness or injury so long as the elimination period and the disability leave do not exceed a total period of one hundred five (105) calendar days from the first day of absence or eligibility for long-term disability insurance coverage, whichever occurs first. However, an employee whose disability leave exceeds two (2) weeks beyond the elimination period, thereby becoming eligible for a reduced percentage of pay, may choose to offset the reduction from their regular pay by charging time to their accrued time management or vacation leave balance. Disability leave, including but not limited to the elimination period and paid leave hours shall be prorated for part-time employees.
- (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) It is understood that any time off charged to disability leave pursuant to this Section may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to provide

satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article V, Discipline and Discharge, of this Agreement.

- (E) Employees who have hours remaining in the Extended Illness Bank shall not lose those hours. However, no additional hours will be added to this bank. Extended Illness Bank hours may be used for the sole purpose of off-setting the use of Time Management hours to meet the eighty (80) work hour elimination period prior to the start of disability leave. After sixty (60) work hours have been charged to the Time Management balance, the remaining hours of the elimination period shall be charged to any remaining balance in the employee's Extended Illness Bank until the employee has exhausted his/her Extended Illness Bank hours.
- (F) Employees who are on disability leave shall not accrue Time Management, to be effective immediately upon ratification of the contract. However, if an employee returns to work, with an appropriate medical release, they will accrue Time Management for the actual hours worked.

### **Section 5 – Bereavement**

Employees shall be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) days (need not be consecutive) 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, domestic partner (affidavit on file), sister, brother, child, grandparent, grandchild, stepmother, stepfather, step-child, father-in-law, 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 death.

### **Section 6 – Voting Time**

Employees registered to vote but who are unable to vote in general elections due to work scheduling may be granted sufficient time off with pay to vote, not to exceed two (2) hours. Where such circumstances can be foreseen in advance, such employees are expected to utilize the absentee ballot procedure as prescribed by Oregon Revised Statutes.

### **Section 7 – Jury Duty**

An employee called for jury duty, or subpoenaed as a state's witness in any Municipal, **COUNTY**, State or Federal Court shall, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be 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.
- (B) Leaves of absence shall be without pay except as specified elsewhere in this Agreement. Leaves of absence may be requested prior to the use of any accumulated leave time.
- (C) 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**, 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 calendar year.

#### **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 up to and including discharge as provided for in Article V of this Agreement.

#### **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 at benefit levels no less than those recommended by the Joint Labor/Management Benefit Review Committee and adopted by the Board of County Commissioners, except for the changes described in Section 2, paragraphs (A) and (B), below. 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.

- (A) Employee and dependent health insurance, with major medical services, or, at the option of the employee, a health maintenance plan. **COUNTY** contribution to be equal under both plans.
- (B) Employee and dependent dental insurance (including adult orthodontic care).
- (C) Employee long-term disability insurance to provide sixty-six and two-thirds percent (66-2/3%) of gross income after ninety (90) days of disability, not to exceed the limits of the plan.
- ~~(C)~~ ~~(D)~~ Employee and dependent vision plan.
- ~~(D)~~ Employee accidental death and dismemberment term life insurance in the amount of \$25,000 dollars or one times annual salary less 6% whichever is greater.
- ~~(E)~~ Effective the first pay period following July 1<sup>st</sup>, 2007 the amount shall be \$25,000 or one times annual salary whichever is greater.

**Section 2 – Health Insurance Plan**

- (A) Effective August 1, 2003~~5~~, the following changes will be made to the Health Insurance Plan:
  - (1) The annual deductible for the Traditional plan will be ~~\$75~~125 per year, per insured, with a maximum of three deductibles per family.
  - (2) The annual out of pocket maximum for the Traditional medical plan will be \$500 per year per insured.
  - (3) The office visit co-payment for the Managed Care plan will be ~~\$4~~20 per visit.
  - ~~(4)~~ The annual deductible for the prescription drug plan in both the Traditional and Managed Care plans will be \$100. The co-pay will be 20%.
  - ~~(4)(5)~~ Prescription Drug annual out of pocket in both the Traditional and Managed Care plans will be ~~\$5~~400 per year per insured.
- (B) Effective the first of the month following ratification, the County will pay the employees accidental death and dismemberment term life insurance in the amount of twenty-five thousand dollars (\$25,000) or one (1) times their annual salary less 6%, whichever is greater.
- (C) **UNION** agrees to maintain an assertive duty to support further plan design changes as may be necessary to keep the highest year-to-year premium increases at or below ten percent (10%).

**Section 3 – Insurance Enrollment**

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

- (A) The **COUNTY** agrees to enroll each eligible and qualified employee in the Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP) and pay the employer's contribution. Further, subject to a continuing agreement from PERS, Parole and Probation Officers shall be considered eligible for Police and Fire PERS.

Effective with the pay period commencing at 10 p.m. on December 2, 1994, the **COUNTY** agrees to increase each step of the current 1994-95 salary schedule by six percent (6%). From that time forward, the **UNION** agrees the employees shall contribute six percent (6%) of salary to PERS. The **COUNTY** shall withhold from salary the employee's six percent (6%) PERS contribution, with other required withholdings, and shall pay the amount withheld for PERS to PERS in lieu of direct payment to PERS by the employee. The employee shall have no option to receive the amount withheld and contribute directly to PERS. This six percent (6%) shall be considered the employee's contribution. For the limited purposes of Internal Revenue Code Section 414 (h) (2) and related tax statutes, the employee's contribution to PERS will be picked up by the **COUNTY** as pre-tax contribution as the term "picks up" is used in the Internal Revenue Code. The **COUNTY** agrees to reduce the employee's salary it reports on the W-2 forms by the six percent (6%) contributed to PERS.

Effective the first pay period following July 1, 2007, the **COUNTY** will contribute the employee's 6% to the IAP.

~~It is the intention of the parties that these provisions should, in substance if not in absolute form, result in no additional cost to the **COUNTY** and no effect on the net pay of employees. If this Agreement is determined to be unlawful, ineffective or unenforceable by a final order of a court or agency of competent jurisdiction, and if such order requires any payment by the **COUNTY** or repayment to the **COUNTY** by one or more members of the Board of Commissioners or any officer or employee of the **COUNTY** as a result of such determination, the **UNION**, its individual members, and any successor organization shall hold harmless and indemnify those responsible for such payment or reimbursement for money actually received by individual employees, including any ordered interest. Should this hold harmless obligation need to be implemented, the means and methods of doing so shall be as agreed by the parties, but shall require fulfillment of the obligation within eighteen months from the expiration of any appeal period applicable to the determination necessitating the implementation.~~

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

#### **Section 4 – Retiree Benefits**

- (A) For employees who were transferred into **COUNTY** positions as part of the 1996 transfer of Parole and Probation from the State Department of Corrections to the **COUNTY**, the employee's last date of hire in a permanent position with the State will be used to determine eligibility under this Section. For all other employees, the employee's last date of hire in a permanent position with the **COUNTY** will be used to determine eligibility under this Section.
- (B) 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 retiree health insurance and may transfer from the active group to the retired group.
- (C) 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 retiree health insurance and may transfer from the active group to the retired group.
- (D) Retired employees eligible for **COUNTY** retiree 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.

- (E) To qualify for retirement and be eligible for **COUNTY**-paid retiree health insurance, an employee must meet the years of **COUNTY** service requirement and be receiving a PERS pension, or meet the **COUNTY** service requirement and be eligible for and receiving disability benefits under PERS or Social Security.
- (F) 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.
- (G) Employees hired on or after July 1, 1997, shall not be eligible for **COUNTY**-paid retiree health insurance benefits.
- (H) The **COUNTY** agrees to provide an Early Retirement Alternative for the employees who meet the years of service requirement specified in Paragraph A through C above, but who have not yet qualified for PERS retirement benefits. Under this alternative an employee must self-pay their Lane County Medical premiums continuously from the first of the month following their termination date of employment until the date the employee is eligible for PERS Retirement 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 – Joint Labor/Management Benefit Review Committee**

The **UNION** members of the Joint Labor Management Committee, established under the provisions of Article XVII, Section 5, will continue to meet with representatives of other bargaining units and management representatives during the term of this contract for the purpose of monitoring insurance plan costs and utilization. The **UNION** will consider further modifications of the insurance plans recommended by this Benefit Review Committee provided, however, that any such changes shall be subject to mutual agreement between the parties.



## **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 published 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 – Unsafe Acts**

- (A) Employees have an obligation not to perform an unsafe act, which may cause injury to the employee or another. Employees, exclusive of employees in the Department of Public Safety and Animal Control Division of the Department of Finance and Management Services, shall suffer no disciplinary action as a result of refusing to perform such unsafe acts.
- (B) The assignment of work for which a state license or certification is required to an employee who does not possess such license or certification shall be considered an unsafe act.

#### **Section 3 – Safety Recommendations and Committee**

- (A) The **COUNTY** and the **UNION** agree to participate in a **COUNTY**-wide Joint Safety and Health Committee to discuss issues of mutual concern and make recommendations to the **COUNTY** Administrator and Department Heads regarding the safety and health of **COUNTY** Employees. The committee shall be composed of an equal number of management and **UNION** representatives, not to exceed three (3) AFSCME representatives. The **UNION** representatives shall be selected by the **UNION**.
  - (1) The **COUNTY**-wide Joint Safety and Health Committee:
    - (a) Shall meet at least once every month;
    - (b) May make periodic inspections of the **COUNTY**'s facilities as it deems necessary;
    - (c) May make recommendations for the correction of unsafe or harmful conditions and the elimination of unsafe or harmful working practices;
    - (d) May review and analyze summary reports relating to the causes of any industrial injury or illness, investigate the causes of same, and recommend rules and procedures for the prevention of accidents and disease and for the promotion of the health and safety of employees;
    - (e) May promote health and safety education;
    - (f) May initiate an investigation on any worker exposure to potentially dangerous substances, fumes, noise, dust, etc.;
    - (g) Shall be notified of any proposed measurement of worker exposure to any potentially dangerous conditions and review the measurement procedures;
    - (h) Shall receive in writing the identification of any potentially toxic substance to which the workers are exposed together with material data sheets.
  - (2) To the extent required by law, a **UNION** and management representative of the Committee will be allowed to be present on any safety inspection conducted under the

auspices of the State Workers' Compensation Department or its successor. Such representatives may request to be present at any related closing conference. Such request will be directed to the Risk Manager.

- (3) Employees engaged in activities covered by subsection (A) of this Section, shall do so during their normal working hours without loss of pay.
- (B) The **COUNTY**-wide Joint Safety and Health Committee shall develop a Safety Recommendation System whereby employees may make a recommendation concerning a perceived unsafe condition, and shall receive notice of action taken.

#### **Section 4 – Protective Clothing and Tools**

Necessary personal protective equipment, as the **COUNTY** deems proper for the performance of any job will be supplied by the **COUNTY**, provided that such equipment is returned to the **COUNTY** in reasonable condition. Employees shall be charged the then current replacement rate for equipment not so returned.

## **ARTICLE XIV**

### **TRAINING**

#### **Section 1 – Employee Requests**

An employee wishing training may submit a written request to his/her supervisor. Such a request may include, but is not limited to, release time with pay, flexible working hours, tuition, and travel. The **COUNTY** will give good faith consideration to requests for job-related training, which will increase the capability of the employee in current assignments, or career enhancement training, which will help prepare the employee for advancement within the **COUNTY**. The supervisor shall decide whether to grant, deny or to modify the request, provided, however, any Agreement shall be in compliance with the provisions of the Fair Labor Standards Act. The supervisor's decision will be reviewed by the Department Director, upon the employee's request, and the Department Director's decision shall be final.

#### **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 an 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 reasonable time spent in travel. Appropriate costs for such training shall be borne by the **COUNTY**.

#### **Section 3 – 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 ~~Personnel~~ 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

Seniority is defined as the relative position of an employee in relation to other employees based on most recent date of continuous classified employment with the **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. No bumping rights will exist for any non-bargaining unit employees to displace bargaining unit employees.

- (A) If a current non-bargaining unit employee employed prior to August 25, 1982, becomes a bargaining unit member by promotion, demotion, transfer, reclassification or recall into a vacant bargaining unit position, said employee shall be allowed to receive seniority credit for up to fifty percent (50%) of their previous **COUNTY** service, up to a maximum of five (5) years seniority. This partial credit for previous service shall not apply when the employee is entering this bargaining unit from another established bargaining unit unless there is a reciprocity agreement on the part of the other bargaining unit.
- (B) Employees transferred or promoted out of the bargaining unit shall not accumulate seniority while out of the bargaining unit. Any such employee subsequently returned into a bargaining unit position shall be entitled to have their frozen seniority restored, which was earned in the bargaining unit.
- (C) Any individual currently employed outside the bargaining unit who was previously employed in the bargaining unit, if moved pursuant to this Agreement, back into the bargaining unit, would be credited with all previous bargaining unit seniority or the fifty percent (50%) of his/her total **COUNTY** service referenced above, whichever is greater.
- (D) The above notwithstanding, for those employees employed in classifications listed in Appendix B, total **COUNTY** service shall be used to determine seniority for the purpose of lay-off pursuant to Article XVI, Section 1 only.

#### Section 2 – Continuous Service

Continuous service shall be employment unbroken by separation from **COUNTY** service, other than by military, Peace Corps, paid leave or **UNION** Leave in accordance with Article IV. 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.

#### Section 3 – Seniority List

Employees shall be added to the seniority list upon completion of the probationary period, indicating seniority 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 the most recent merit evaluation. If the most recent merit evaluations are identical, then the Appointing Authority will make the final decision.

**ARTICLE XVI**

**LAYOFF AND RECALL**

**Section 1 – Layoff**

- (A) Bargaining unit employees with the least seniority within the job classification and series within a department shall be subject to layoff first unless in the **COUNTY's** judgment, the retention of special skills requires layoff on another basis. It shall be understood that on a **COUNTY**-wide basis, initial probationary and temporary employees within the affected classification or any lower classification in the 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) 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 within the same department 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 within the same department.
- (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 – Recall**

- (A) The order in which recall/transfer takes place shall be as follows:
  - (1) Reassignment of duties within department within same classification.
  - (2) Primary recall (recall by seniority to the same classification or any lower position in the same classification series).
  - (3) Secondary recall (recall to a position other than the classification series from which the employee was laid off).
  - (4) Transfer
  - (5) Promotion
- (B) In order to assure proper recall procedures, Human Resources will:
  - (1) Maintain an up to date recall list by auditing the computer-generated data after each run to assure accuracy.
  - (2) When a vacancy occurs for which there are primary recall candidates, Human Resources will send a notice of recall to the most senior employee on the recall list at the last address on file or their current **COUNTY** work place. The notice shall be in a sealed envelope and delivered in a format where delivery can be verified by the recipient's signature.
  - (3) Human Resources Analysts will maintain a file on all recall candidates for secondary recall (recall to a position other than the classification series from which employee was laid off). If there are no primary recall candidates for a vacant position, Human Resources Services will send all employees eligible for secondary recall a notice including a description of the job and a supplemental questionnaire to be completed and returned

within five (5) work days. All those determined to meet minimum qualifications will be referred to the hiring department for interview and selection.

- (4) Unless otherwise provided in this Article, the most senior candidate shall be recalled. If there are no candidates in the same classification as the vacant position, a list of recall candidates who meet the minimum qualifications of the vacant position as provided in subsection 2 (B) (3) above will be given to the hiring authority. Unless otherwise provided in this Article, recall shall be made from this pool of candidates.
- (5) Human Resources will continue notifying all employees on layoff status on the recall list of employment opportunities as provided in Section 3 herein.

(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 to another position at same level or lower salary range (recall under this section need not be by strict seniority, but no person not on the recall list may be hired to fill a position other than a position within the Department of Public Safety or the Office of the District Attorney until all employees with recall rights who possess the necessary skills, ability, and fitness to perform the requirements of the vacant position have been offered recall).
- (4) Employees on layoff status shall be given preference in accordance with their seniority in filling a vacant position in the classification in the bargaining unit held at time of layoff or any below it in the bargaining unit in the same series, provided they possess the necessary skills, ability and fitness to perform the requirements of the vacant position. If an employee is offered recall to a lower classification as listed above, and refuses said offer, the employee will only be eligible for recall to the classification held at the time of layoff. However, an employee shall not be required to accept recall to less than their original hours in order to maintain recall rights, nor shall acceptance of such position negate their recall rights.
- (5) Compete for positions as per Article VIII of this Agreement.
- (6) Further, an employee assigned, or reassigned to a different classification at department initiative subsequent to preliminary notification of layoff, or within ninety (90) calendar days of actual layoff, will be eligible for primary recall to either the classification held at the time of layoff or the one from which reassigned. The employee shall indicate at the time of layoff which classification they wish to retain primary recall rights to. While the employee may retain secondary recall rights to another classification (s), their primary recall rights shall only apply to the one classification identified at the time of layoff.

(D) Employees' responsibilities include:

- (1) Employees must notify Human Resources of changes in address, phone number or any other information, which would prevent Human Resources Services from being able to contact the employee when a position becomes available (except for those working for the **COUNTY**).
- (2) Employees must respond within ~~ten five (105) calendar~~ business days from documented date of receipt of notice of recall ~~to a notice of primary or secondary recall.~~

- (3) Employees planning to be out of town should notify Human Resources or notify a friend or relative to contact them immediately if they receive a notice of recall.
- (4) To give recall candidates the best opportunity for rehire, an undated application and resume should be provided to Human Resources office. This will be the basis for determining qualifications for positions other than the one from which layoff occurred.
- (E) An employee who accepts recall to a lower classification shall retain recall rights to their original classification or original hours in accordance with Section 2 (A) of this Article.
- (F) An employee who accepts recall to a non-bargaining unit position shall retain recall rights in accordance with Section 2 (A) of this Article.
- (G) Employees shall not be required to accept recall to a position located more than thirty (30) miles from their previous reporting place or if they can demonstrate to the satisfaction of the **COUNTY** that their health would be adversely affected.
- (H) An employee shall not be required to accept recall to a part-time or temporary position in order to maintain recall rights.
- (I) The **COUNTY** shall furnish the **UNION** with a current list of all bargaining unit employees on layoff status with recall rights.

### **Section 3 – Opportunity for Work During Layoff**

- (A) It is understood that the **COUNTY** will offer employment as provided herein to those on the bargaining unit recall list before filling a temporary bargaining unit level position from a non-recall source.
- (B) The **COUNTY** shall offer employment as temporary positions to employees on layoff within the employees' classifications on the basis of seniority as such positions become available. However, if an employee is offered such a temporary position as provided herein and refuses said offer, the employee will only be eligible thereafter for recall as provided in Section 2 herein.
- (C) In the event that no employee accepts an offer of employment, as provided in subsection 3 (B) above, said employment may be offered to other employees, provided said employees possess the necessary skills, ability and fitness to perform the requirements of the available work. The **COUNTY** shall not be required to offer temporary positions to such employees on the basis of seniority.

### **Section 4 – Classification Series**

A classification series is a group of classifications with similar duties of increasing complexity and responsibility which comprise the normal promotional progression within an occupation or discipline, for example: Maintenance Specialist 1, Maintenance Specialist 2, Maintenance Specialist 3; or Administrative Technician, Administrative Assistant, Administrative Analyst, Senior Administrative Analyst. The groupings set forth in Appendix D shall be considered the classification series.

### **Section 5 – 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. The employee must immediately notify the **COUNTY** of any change in their mailing address. This notice requirement shall not apply to employees working for the **COUNTY** in other positions. Failure to give notice shall result in the employee relinquishing all rights to recall.

- (B) Notwithstanding the twenty-four (24) month limit above, employees in layoff status, still employed by the **COUNTY** shall have recall rights until they are returned to their original hours or greater in their original classification.
- (C) Employees on layoff status shall have the option of paying for continued health insurance coverage at the **COUNTY** rate. The **COUNTY** shall administer all such payments.

**Section 6 – Termination for Exhaustion of Non-Occupational Disability Leave**

Employees who have been 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 – Change in Conditions**

- (A) Except as provided for in Paragraph (B) below, all employment relations as defined by ORS 243.650(7) not specifically mentioned in this Agreement shall be maintained at not less than the level in effect at the time of the signing of this Agreement.
- (B) If the **COUNTY** proposes to implement a change in matters within the scope of ~~representation bargaining~~ as defined by ORS 243.650(7) and not specifically mentioned in this Agreement that would result in more than a de minimus effect on the bargaining unit, the **COUNTY** will notify the **UNION** in writing prior to implementing the proposed change. Upon timely request of the **UNION** (within fourteen (14) days), the following ORS 243.698 shall apply.~~shall apply:~~
- (1) ~~The **COUNTY** will provide the **UNION** with all records about its plan that are relevant to the proposed plan as required by law.~~
- (2) ~~The **COUNTY** will notify the **UNION** that it will implement the plan after forty-five (45) days unless the **UNION** persuades the **COUNTY** not to do so.~~
- (3) ~~The **COUNTY** will, upon demand by the **UNION**, meet in good faith as often as the **UNION** believes is necessary to discuss the **COUNTY's** plan up until the end of the forty-five (45) day period, subject to the normal business needs of the **COUNTY**.~~
- (4) ~~Either party may, after ten (10) days, demand that the issue be submitted directly to mediation as provided in ORS 243.712 (2).~~
- (5) ~~After the expiration of the forty-five (45) day period mentioned above, the **COUNTY** may, at its sole discretion, implement all or part of any plan that was presented to the **UNION** provided such plan does not reduce any economic benefit enjoyed by employees in the bargaining unit.~~

**Section 2 – 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 3 – Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as otherwise specifically provided in this Agreement, the **COUNTY** and the **UNION**, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement without mutual consent.

#### **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.

#### **Section 5 – Labor Relations Committee**

- (A) The parties agree to establish a Joint Labor Management Relations Committee to discuss in good faith on going labor-management issues and to provide input to the **COUNTY** on matters of mutual interest which would serve constructive purposes including, but not limited to, increased productivity, employee morale, mutual problem-solving and further the goal of general **UNION**-management cooperation.
- (B) The Committee shall consist of an equal number of participants, not to exceed three (3) on each side. Each side shall select its own representatives, provided, however, that one of the **UNION**'s representatives shall be the **UNION**'s staff representative, and one of management's representatives shall be the **COUNTY**'s Labor Relations Manager.
- (C) The Committee shall normally meet at least monthly. Either party may request a meeting of the Committee to be held at a mutually convenient time and place and such meeting shall if at all practicable be scheduled within fourteen (14) days. Topics for discussion shall be exchanged prior to any meeting and either party may refuse to discuss any matter. The Committee shall have no authority to amend the terms of this Agreement.
- (D) The Joint Labor/Management Relations Committee shall develop a process to monitor and review transfer of bargaining unit work out of the bargaining unit and work which is currently being done outside the bargaining unit which could more effectively be done by bargaining unit employees. This does not abrogate the parties rights under the Agreement, specifically as set forth in Article II, Management Rights; Article XVI, Layoff and Recall; and Article XVII, relationships.
- (E) The Joint Labor/Management Relations Committee shall develop a process to monitor and facilitate labor/management participatory groups concerned with organizational effectiveness, quality improvement, improving the quality of work life in the work unit and problem solving.

## **ARTICLE XVIII**

### **SOLID WASTE MANAGEMENT FEE COLLECTORS**

The following shall apply to employees classified as Waste Management Fee Collector and Senior Waste Management Fee Collector:

#### **Section 1 – Safeguarding Cash Change Funds**

Employees are responsible for safeguarding the cash change fund, cash fee receipts and other **COUNTY** property entrusted to their care and necessary for the performance of their job. However, in the event of loss or damage beyond the control of the employee or not contributed to by their negligence, the employee shall not be held personally liable.

#### **Section 2 – Assignments During Audits**

To allow for periodic audits the **COUNTY** may make changes in an employee's work location without giving 10 days notice up to twice per calendar year provided that the employee suffers no loss in compensation and is paid mileage to the temporary work site in excess of the employee's normal commuting mileage. Additional commuting time shall be included in the regular work schedule for the first day of reporting to the new work location. Thereafter, during the duration of the temporary assignment (not to exceed one calendar week) the employee shall be compensated for additional commuting time at the appropriate regular or overtime rate of pay.

#### **Section 3 – Holidays**

On holidays, including designated holidays, when the site is not closed, the employee shall have the option of receiving holiday pay pursuant to the relevant terms of the Agreement or of receiving pay for working on the holiday and receiving appropriate compensatory time off as compensation for the holiday. On holidays when the site is closed on a day the employee otherwise would work, the employee shall receive holiday pay for the amount of time he/she would normally have worked.

#### **Section 4 – Overtime**

Employees may be scheduled to work up to ten (10) hours per day, but not more than forty (40) hours per week, without the **COUNTY** incurring liability for overtime compensation. Part-time employees who desire additional hours and who notify the supervisor of the locations and times they are available for work shall be given the first consideration for additional hours at their regular site or to substitute at other sites provided that the need for coverage is known to the supervisor (or designee) at least 24 hours in advance and further provided that the employee is qualified to perform the duties required in the new assignment. This provision shall not require the **COUNTY** to provide overtime hours and the additional work assignments under this provision shall not entitle the employee to eligibility for additional benefits. This provision shall not obligate the **COUNTY** to make fractional work assignments, i.e., multiple small work assignments to make up one longer work requirement. Assignments of extra hours under this provision are voluntary and shall not require a ten (10) day notice of schedule change. The **COUNTY** shall retain the final decision in work assignments and work schedules.

#### **Section 5 – Requests for Reassignment**

Non-probationary employees who have more than six (6) months of service shall have the opportunity to file a written request for reassignment with the supervisor. As vacancies occur, such employees who have submitted requests relevant to a vacancy and who are qualified to perform the duties required in the position will be interviewed, up to a maximum of five (5) candidates. If three (3) or more employees have requested and are qualified for the reassignment, selection shall be made from these employees. If fewer than three (3) employees have requested and are qualified for the reassignment, the **COUNTY** shall consider the employees requesting reassignment but may elect to post the position for employment applications.

**ARTICLE XIX**

**JOINT LABOR/ MANAGEMENT CLASSIFICATION COMMITTEE**

**Section 1 – Composition, Meetings and Scope**

- (A) The parties shall each designate no more than three (3) representatives to serve on the Joint Labor/Management Classification Committee (JLMCC).
- (B) Normally, the JLMCC shall meet monthly. However, by consensus of its members, the JLMCC may decrease the frequency of its meetings or cancel forthcoming meetings.
- (C) The scope of the JLMCC shall be expressly limited to the following functions:
  - (1) To provide the **UNION** a medium of input on the impacts of classification reviews or reclassification requests with regards to seniority, layoff and recall **and internal equity**. It is expressly stipulated that the means and process by which any classification review or reclassification request is conducted shall be solely determined by Human Resources Division.
  - (2) To provide the **UNION** a medium by which it can obligate the **COUNTY** to conduct a formal classification review for a total of no more than six (6) such classification reviews in each fiscal year. The **COUNTY** shall be obligated to complete a formal review and respond to such a request prior to the adoption of a budget for the subsequent year only for those requests that are submitted on or before October 1.
  - (3) To provide the primary medium by which the **UNION** shall be apprised of classification reviews or reclassification requests that could reasonably involve incumbent employees who are represented by the **UNION**.
- (D) Minutes shall be kept of all JLMCC meetings, which shall include the parties who attend, time and place of the meeting and a summary of action taken and/or the discussion of the meeting. Minutes shall be reviewed and approved at each subsequent meeting.
- (E) JLMCC shall be expressly prohibited from the following:
  - (1) Negotiating wage ranges, wages or application dates for same. Subject to the limitations therein, such matters shall be only be addressed through the procedures provided in Article X, Section 3 of this *Agreement*.
  - (2) All other matters not expressly authorized in section (1) (C) herein.

**Section 2 – Notice to the UNION and Opportunity to Inquire**

- (A) When apprising the **UNION** of classification reviews or reclassification requests as provided in Section (1) (C) (3) herein, such information shall consist of any or all of the following:
  - (1) Requests for classification reviews or reclassification requests that could reasonably involve incumbent employees who are represented by the **UNION** that may have been submitted by authorized department representatives or by Human Resources staff.
  - (2) Requests of reclassification requests that could reasonably involve incumbent employees who are represented by the **UNION** that may have been submitted by bargaining unit members.
  - (3) Periodic progress reports as to the status of requests or projects that have been subject to review.

- (B) Normally, such information shall be provided as a regular business item in each meeting of the JLMCC.
- (C) The **UNION** shall avail its participation in the JLMCC, to make timely and reasonable inquiries, normally during the next two following JLMCC meetings regarding the herein referenced classification reviews or reclassification requests. In the event the **UNION** makes no inquiry, the **UNION** shall thereafter be foreclosed from making any such inquiries or requests for information.

### **Section 3 – Notice from the UNION to the COUNTY**

- (A) In the event the **UNION** seeks to require the **COUNTY** to conduct a formal review as provided in Section (1) (C) (2) herein, the **UNION** shall:
  - (1) Notify **COUNTY'S** Human Resources Manager and Labor Relations Manager of its intent to have a classification subject to such a review.
  - (2) Identify the classification and the bargaining unit incumbents in said classification.
  - (3) State the reason(s) why the **UNION** has identified said classification for the review process.
- (B) Each classification identified as provided in Section (3) (A) (2) herein shall be considered a separate review for purposes of interpreting the **COUNTY's** obligation under Section (1) (C) (2).

### **Section 4 – Effect of JLMCC Review**

Nothing in this Article shall be interpreted or implied to compel the **COUNTY** to approve any classification or modification thereof /reclassification subject to review by the JLMCC.

**ARTICLE XX**

**TERMINATION**

**Section 1 – Duration**

Unless specifically noted within this contract this Agreement shall become effective upon ratification and shall remain in effect until and including June 30, 2005~~8~~, 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 at least ninety (90) calendar days prior to June 30, 2005~~8~~, or if no such notice is given at such time, before June 30 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 June 20035.

**FOR THE COUNTY**

\_\_\_\_\_  
William A. VanVactor  
County Administrator

\_\_\_\_\_  
Frank Forbes  
Labor Relations Manager

\_\_\_\_\_  
Russ Burger, Sheriff  
Office of the Sheriff

**COUNTY NEGOTIATING TEAM**

\_\_\_\_\_  
Linda Norris  
Norris Consulting Group

\_\_\_\_\_  
Karen Artiaco

\_\_\_\_\_  
John Clague

\_\_\_\_\_  
Craig Starr

\_\_\_\_\_  
Jan Wilbur

**FOR THE UNION**

\_\_\_\_\_  
Jim Steiner  
Council Representative AFSCME Local 2831

\_\_\_\_\_  
Cheryl Dyer, President  
AFSCME Local 2831

\_\_\_\_\_  
Paula Medaglia, Chief Steward  
AFSCME Local 2831

**UNION NEGOTIATING TEAM**

\_\_\_\_\_  
~~Michele Clasen-Copely~~

\_\_\_\_\_  
Cheryl Dyer

\_\_\_\_\_  
Sandra Feron

\_\_\_\_\_  
Kirk Mauser

\_\_\_\_\_  
Paula Medaglia

\_\_\_\_\_  
Sarah Sheffield

**APPENDIX A**

**Exempt Positions**

C006 Administrative Analyst (SO)  
C004 Administrative Assistant (County Administration and HR)  
A009 Administrative Secretary (SO)  
G001 Assistant County Counsel 1  
G002 Assistant County Counsel 2  
G003 Assistant County Counsel 3  
G004 Assistant County Counsel 4  
A011 Board Office Specialist 1  
A012 Board Office Specialist 2  
C022 Claims Specialist  
C011 Community & Economic Development Coordinator  
A001 Data Entry Operator (HR)  
B008 Deputy Medical Examiner  
C041 Diversity Analyst  
F006 Emergency Management Coordinator  
A010 Executive Assistant  
C009 Internal Auditor  
K001 Juvenile Counselor 1  
K002 Juvenile Counselor 2  
L022 Law Librarian  
A014 Legal Secretary 1  
A015 Legal Secretary 2  
C043 Management Analyst 1  
C010 Management Analyst 2  
C013 Personnel Analyst 1  
C014 Personnel Analyst 2  
A026 Personnel Assistant  
B032 Psychiatrist  
B033 Public Health Officer  
C042 Public Safety HR Coordinator (SO)  
C007 Sr. Administrative Analyst (SO)  
A013 Sr. Board Office Specialist  
A016 Sr. Legal Secretary  
A006 Sr. Office Assistant (HR)  
K003 Sr. Juvenile Counselor  
C015 Sr. Management Analyst  
B040 Youth Development Coordinator

The following positions, which have been discussed by the parties, are agreed to be excluded as supervisory or confidential at this time, but it is further agreed that their status will be reviewed at the time they become vacant or upon mutual agreement:

Administrative Services Manager  
Administrative Services Supervisor  
Management Services Supervisor  
Performance Development Coordinator



**APPENDIX B**

**Classifications with Incumbent Option**

A017 Document Resource Center Specialist  
H011 Lead System Programmer  
B012 Mental Health Specialist

**APPENDIX C**

**Flex-Staffed Classification Series**

Accounting Clerk 1  
Accounting Clerk 2

Community Services Worker 1  
Community Services Worker 2

Employment Specialist 1  
Employment Specialist 2

Office Assistant 1  
Office Assistant 2

Parole/Probation Officer 1  
Parole/Probation Officer 2

Programmer Analyst 1  
Programmer Analyst 2

Property Appraiser 1  
Property Appraiser 2

Property Management Officer 1  
Property Management Officer 2

Sanitarian 1  
Sanitarian 2

Secretary 1  
Secretary 2

**APPENDIX D**  
**Classification Series**

Administrative Secretary  
Paralegal\*  
Sr. Document Resource Center Specialist\*  
Secretary 2 - Legal Secretary 2\*

Administrative Secretary  
Senior Office Assistant  
Office Assistant 2 - Data Entry Operator\* - Mail Clerk  
Office Assistant 1  
Clerical Assistant

Legal Secretary 1\*  
Secretary 1 - Office Assistant 2 - Data Entry Operator - Document Resource Center Specialist\* - Mail Clerk  
Office Assistant 1  
Clerical Assistant

=====

Senior Justice Court Clerk  
Justice Court Clerk  
Office Assistant 2 - Data Entry Operator\* - Mail Clerk  
Office Assistant 1  
Clerical Assistant

=====

Accounting Analyst  
Auditor  
Senior Accounting Clerk  
Accounting Clerk 2 - Data Entry Operator\*  
Accounting Clerk 1  
Clerical Assistant  
Waste Management Fee Collector

=====

Senior Mental Health Specialist  
Mental Health Specialist  
Mental Health Associate  
Community Service Worker 2  
Community Service Worker 1

=====

Developmental Disabilities Specialist  
Mental Health Associate  
Community Service Worker 2  
Community Service Worker 1

=====

Medical Laboratory Technologist - Water Laboratory Technologist  
Water Laboratory Technician

=====

Senior Administrative Analyst  
Administrative Analyst  
Administrative Assistant  
Administrative Technician

=====

Senior Stores Clerk  
Buyer  
Stores Clerk

=====

Senior System Network Analyst  
System Network Analyst 2  
System Network Analyst 1

=====

Senior Programmer and System Analyst – Data Base Administrator  
Programmer Analyst 2  
Programmer Analyst 1

**APPENDIX D**

**Classification Series - Continued**

=====

Senior Information Services Analyst  
Information Services Analyst  
Information Services Technician

=====

Senior Computer Operations Specialist  
Computer Operations Specialist

=====

Senior Planner  
Associate Planner  
Planner  
Land Management Technician

=====

Senior Plans Examiner  
Plans Examiner 2  
Plans Examiner 1  
Land Management Technician

=====

Senior Building Inspector  
Building Inspector 2  
Building Inspector 1  
Land Management Technician

=====

Property Appraiser 4  
Sales Data Analyst  
Property Appraiser 3  
Property Appraiser 2  
Property Appraiser 1  
Property Appraiser Trainee

=====

Parole/Probation Officer 2  
Parole/Probation Officer 1

=====

Senior Program Services Coordinator  
Program Services Coordinator  
Community Service Worker 2  
Community Service Worker 1

=====

Employment Specialist 2  
Employment Specialist 1  
Community Service Worker 2  
Community Service Worker 1

=====

Senior Waste Management Fee Collector  
Waste Management Fee Collector

=====

Special Waste Specialist  
Special Waste Technician

=====

Cadastral/GIS Specialist  
Cadastral/GIS Technician

=====

Senior Animal Welfare Officer  
Animal Welfare Officer

=====

**APPENDIX D**  
**Classification Series - Continued**

=====

Housekeeper  
Custodian

=====

Lead Juvenile Cook  
Juvenile Cook

=====

Maintenance Specialist 3  
Maintenance Specialist 2  
Maintenance Specialist 1

=====

Sanitarian 2  
Sanitarian 1

=====

Victim Advocate  
Community Service Worker 2  
Community Service Worker 1

=====

Youth Advocacy Coordinator  
Community Service Worker 2  
Community Service Worker 1

=====

Assistant Veteran Services Coordinator  
Community Service Worker 2  
Community Service Worker 1

=====

\*Employees bumping to any of the classifications noted with an asterisk (\*) must meet the minimum qualifications.

SCHEDULE A  
July 1, 2003

,