



W. H. B.

AGENDA COVER MEMORANDUM

AGENDA DATE: June 29, 2005

PRESENTED TO: Board of County Commissioners

PRESENTED BY: Frank Forbes. Labor Relations Manager

AGENDA TITLE: **IN THE MATTER OF RATIFYING THE TENTATIVE AGREEMENT BETWEEN LANE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 2831-NURSES' UNIT**

I. MOTION

MOVE APPROVAL OF ORDER 05-_____.

II. ISSUE

The current Agreement between Lane County of the American Federation of State, County, and Municipal Employees (AFSCME), Local 2831, Nurses' Unit, expires on June 30, 2005. Should Lane County approve wage, benefit and language changes for the Agreement?

III. DISCUSSION

A. Background

The Board reviewed various contract issues and authorized the County's bargaining team to enter into negotiations for wage, benefit and language changes with AFSCME. The Board established overall goals and objectives for the negotiations. The AFSCME general unit negotiations provided the framework for the settlement. In addition, a joint compensation committee has been reviewing the wages and benefits for the professional nursing positions. The study has indicated that the County wages for professional nursing positions are significantly below comparables. This is similar to the situation the Board addressed recently for the physicians. As a result, the Agreement includes some market adjustments for professional nursing positions.

B. Analysis

The tentative agreement is for a three year contract, July 1, 2005-June 30, 2008. It includes wage, benefit and language changes. A detailed summary is attached. The highlights include:

1. A County contribution of 2% for the employee to the County's deferred compensation program for 2005 and an additional 2% for 2006.
2. The County will pay the 6% IAP (PERS) contribution beginning July of 2007 and stop the deferred compensation contribution.
3. Health Insurance changes to help stem cost increases.
4. Market adjustment for the Public Health Nurse and Nurse Practitioner positions of 5%, effective the pay period following July 1, 2005, and another 5%, effective the pay period following July 1, 2006.
5. Market adjustment for the Mental Health Nurse and Correction Nurse positions of 2.5%, effective the pay period following July 1, 2005, and 2.5%, effective the pay period following July 1, 2006.

Estimated costs and funding: The costs of all the changes for the first year of the agreement are estimated to be \$131,540 and funds are included in the proposed budget. The costs for the second year are \$319,080, including the repeat costs. The costs for the third year are \$180,000. The total for all three years is \$499,080. These costs are consistent with the County's financial plan as presented in the proposed budget.

C. Alternatives/Options

1. Ratify the Agreement
2. Reject the Agreement

D. Recommendation

The County bargaining team recommends approval of the Board Order to ratify the proposed agreement.

IV. IMPLEMENTATION/FOLLOW-UP

Human Resources staff is prepared to implement the changes by assigning nursing classifications to appropriate grades on the compensation plan.

V. ATTACHMENT

Board Order
Tentative Agreement Summary
Proposed Agreement with AFSCME

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

) IN THE MATTER OF RATIFYING THE
) TENTATIVE AGREEMENT
) BETWEEN LANE COUNTY AND THE
) AMERICAN FEDERATION OF STATE,
) COUNTY AND MUNICIPAL EMPLOYEES
) LOCAL 2831, NURSES' UNIT

WHEREAS, a tentative agreement has been reached between Lane County's bargaining team and the American Federation of State, County and Municipal Employees, Local 2831, for the Nurses' unit and

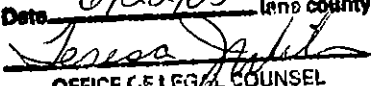
WHEREAS, the agreement is consistent with the guidelines set forth by the Board of County Commissioners.

IT IS NOW HEREBY ORDERED that the attached tentative agreement between Lane County and the American Federation of State, County and Municipal Employees, Nurses' Unit be ratified and

IT IS FURTHER ORDERED that the County Administrator and the County's bargaining team be authorized to execute the revised agreement on behalf of the County.

DATED this ____ day of June, 2005.

Anna Morrison, Chair
Lane County Board of County Commissioners

APPROVED AS TO FORM
Date 6/22/05 Lane County

OFFICE OF LEGAL COUNSEL

SUMMARY

Changes to AFSCME Bargaining Agreement NURSES' 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.
- Market adjustment for Public Health Nurse and Nurse Practitioner positions of 5%, effective the first pay period following July 1, 2005, and 5% effective the first pay period following July 1, 2006.
- Market adjustment for Mental Health Nurse and Corrections Nurse positions of 2.5%, effective first pay period following July 1, 2005 and 2.5% effective first pay period following July 1, 2006.

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.

New provision providing that the County will reimburse employees for professional license fees required for their position.

Minor language changes to clarify several provisions.

Three year Agreement, ending June 30, 2008.

NURSES CONTRACT

between

LANE COUNTY, OREGON

and

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
(LOCAL 2831)**

AGREEMENT
20053-20085

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.

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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.

COBRA: The term "COBRA" shall mean the Comprehensive Omnibus Budget Reconciliation Act of 1986.

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.

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 who 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 forty (40) hours.

Permanent Employee: The term "permanent employee" shall mean an employee who has been hired, has served the probationary period and is working in a permanent position.

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, or equal to or greater than 20 hours per week.

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. The probationary period is normally six (6) continuous months of service.

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.

Temporary Employee: The term "temporary employee" shall mean any 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.

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

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) The **COUNTY** recognizes the American Federation of State County and Municipal Employees Local 2831 (hereinafter the "**UNION**") as the exclusive representative of State licensed nurses in permanent employ of the **COUNTY**, excluding such nurses in supervisory or confidential capacities, for the purpose of collective bargaining with respect to wages, hours, benefits and other employment relations matters. Nothing in this Agreement shall be construed to interfere with the rights of employees under the Public Employee Collective Bargaining Act.
- (B) No extra help or temporary position shall exceed the defined number of hours in a fiscal year and no employee who is performing bargaining unit work in such extra help position shall work more than the defined number of hours in a fiscal year.
- (C) Addendums to this Agreement applicable to District Attorney 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 performs bargaining unit duties as part of their normal duties or when unforeseen circumstances arise that require their temporary 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, provided however, such rules, regulations, policies and procedures shall be fairly enforced; 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 or procedure issued under the Management Rights clause shall be uniformly applied to all affected employees who are similarly situated.

Section 3 - 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 it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except in case of an emergency, 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.

~~It is further agreed that should the **UNION** request to meet, pursuant to Article XVII, Section 1, no employee will be laid off as a result of contracting out bargaining unit work for 90 days from notification or at least thirty (30) days have elapsed following the issuance of the Fact Finder's report, whichever is the less.~~

Section 4 - Exercise of Rights

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

ARTICLE III

DUES DEDUCTION/FAIR SHARE

Section 1 - Fair Share

- (A) It shall be a condition of employment that all bargaining unit employees covered by this Agreement who are members of the **UNION** shall remain members in good standing and all new employees shall, on the thirty-first day following employment, either become members of the **UNION** and shall pay monthly **UNION** dues, or pay the amount specified by the **UNION**, as in-lieu-of fees except as expressly modified in paragraph B.
- (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 which the employee follows, the employee may exercise the choice of joining the **UNION**, making an in-lieu-of dues payment to the **UNION**, or paying an amount of money equivalent to the in-lieu-of dues payment 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 local **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 in-lieu-of dues 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, proportionate to monthly, 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 in performing its obligations as specified in this Article. Reasonable costs incurred in the defense of the **COUNTY** in any legal action brought against the **COUNTY** for implementing the provisions of this Article shall be borne by the **UNION**. The **COUNTY** agrees to cooperate

fully in the defense of the 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. The Human Resources Manager or designee can issue approval for the **UNION** President to leave their station with supervisory notification. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval.

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 three (3) at any one time and provided further than no more than one (1) per program without the consent of the **COUNTY**.
- (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 one (1) who accepts an official position with the **UNION** may if no serious disruption of operations, with thirty (30) days advance notice, 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.~~

~~(4)(5)~~ 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.

~~(5)(6)~~ 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. Notice of the prospective topics of discussion shall be furnished with the request for a meeting. Nothing in this provision is to be construed as a requirement of either party to negotiate on any matter during the term of this Agreement.

Section 3 - Information

The **COUNTY** agrees to make available 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 above documents made available to the **UNION**. The **UNION** will pay for additional copies of the Lane Code, the Lane Manual and the Administrative Procedures 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 ORS 243.650 to 243.782 or this Agreement and the **COUNTY** further agrees not to dominate or interfere with or assist in the formation, existence or administration of the **UNION** or any successor employee organization.
- (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, this section is not subject to Article VI - Grievance Procedure of this Agreement and shall be subject exclusively to the applicable Oregon Revised Statutes and Oregon Administrative Procedures. 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 Representatives

The **UNION** shall provide a current list of its officers and representatives 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 the 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** representation, not to exceed two County employees at the predisciplinary hearing.

Section 3 - Effective Date of Discipline

Once an employee has received any disciplinary action, such action shall be final, subject to the grievance procedure, Article VI of this Agreement.

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 the nurse understands has 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 the grievant a written statement of their position within seven (7) calendar days.

(B) STEP 2

If the grievance is not resolved in Step 1 above, or the supervisor has not submitted a written reply within seven (7) calendar days, the grievant or a duly designated representative of the **UNION** may refer the grievance 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 the grievant receives 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.~~

~~(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) The Department Director, or designee, and the County's Labor Relations Manager shall meet with the grievant and the designated representative no later than fifteen (15) days from receipt of the Step 3 appeal. The Department Director shall provide the County's written response within fifteen (15) days from the date of the Step 3 meeting.

(3) 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.~~

~~(4) 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 2 response from the County is not acceptable, the Union may submit the matter for arbitration and request a list of arbitrators from the State Employment 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 salary actually lost, 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 Provisions

- (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 on 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) The **COUNTY** agrees to send a copy of all grievance responses pursuant to this Article to the designated representative of the **UNION** on the same day as the grievant.
- (F) 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.

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 **COUNTY** agrees to furnish copies of this Agreement to new employees.

Section 2 - Personnel File

- (A) No document shall be added to an employee's official Personnel File without the employee's knowledge. Any member of the bargaining unit may be permitted to add job-related documents pertinent to their employment to their Personnel File provided that such documentation be submitted via the appropriate Department Director. 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 place in personnel files.
- (B) Any bargaining unit employee who disagrees with the content of a document which is critical of that employee, placed in his/her Personnel file may:
 - (1) If he/she works in the Department of Public Safety, grieve the placement in the file of any critical document other than a performance evaluation.
 - (2) All other employees shall not have the right to grieve, but shall have the right of rebuttal and have such rebuttal document placed in their Personnel File provided such rebuttal is submitted via the Department Director within thirty (30) days of the date stated on the critical document.

Section 3 - Work Rules

The **COUNTY** shall furnish the **UNION** a copy of all work rules, regulations, and general or special orders in writing in a timely manner. The **COUNTY** will disseminate these rules, regulations and orders in an appropriate manner.

Section 4 - Professional Nursing Matters

- (A) A Professional Nurse Committee composed of a maximum of three (3) employee representatives selected by the **UNION** (one Public Health, Mental Health, and Corrections nurse) and up to three (3) representatives of the **COUNTY** shall meet for up to two (2) hours once a quarter during normal **COUNTY** business hours. This time will be compensated in accordance with Article X. The Committee shall meet for the purpose of making recommendations to management for the improvement in the quality of nursing care and to provide information concerning professional nursing standards of care and conduct as it relates to community health.

Section 5 - 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 6 - 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 compelled by law or unless the Employee Assistance Program has obtained a signed release from the employee.

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 local, state and federal laws and regulations. Grievance claiming violation of this section shall not be arbitrable.

Section 8 - 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, and 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.

Section 9 - Substance Abuse Policy

In the event the **COUNTY** establishes a County-wide Committee to develop a substance abuse policy, the **UNION** will be given notice and the opportunity to designate a representative to the Committee.

Section 10 Licenses

The **COUNTY** will reimburse employees for the cost of professional licenses required for their position.

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 or lateral transfer may submit a request to be considered to the Human Resources office at any time. Such request shall specify the classification(s) to which the employee wishes to be promoted or transferred. When a position in a classification to which an employee has filed a promotional or transfer request becomes vacant, the employee will be notified and may apply.

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. Promotional preference will occur subject to the following:

- (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 which positions they have requested promotional notification of. 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) As determined by the **COUNTY**, promotional eligibility shall be based on the score received on the supplemental questionnaire and/or any other appropriate selection tool, and seniority.

- (E) Employees who meet minimum qualifications for the promotional opportunity will receive seniority points at the rate of two (2) points for each six (6) months of employment up to a maximum of fifteen (15) years of service, which will be added to the score from the supplemental questionnaire or other selection tool used to determine qualifications.
- (F) Up to the top five (5) candidates for internal promotion as determined in paragraph A above shall be referred to the appointing authority for an employment interview. Departments are not required to fill a position with a promotional candidate. They may elect to post the position pursuant to Section 1 of this Article.
- (G) 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.

Section 3 - 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 the 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 4 - Department of Public Safety Positions

All bargaining unit positions within the Department of Public Safety shall be excluded from Sections 1 through 3 of this Article except that Section 1 (A) shall apply. 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 5 - Reclassification

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 a position is reclassified downward, the layoff procedures of this Agreement, Article XVI shall take effect, unless the incumbent employee elects voluntary demotion.
- (D) The **UNION** shall be notified of all reclassifications within ten (10) days of approval.

Section 6 - Probationary Period

- (A) The probationary period is an integral part of the employee selection process and provides the **COUNTY** with the opportunity to upgrade and improve operational efficiency by observing an employee's work, training and aiding employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.
- (B) The **COUNTY** reserves the right, as part and parcel of the selection process, to reject any probationary employee during the initial probationary period for any reason 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 employed in classifications represented by the **UNION**, shall serve a probationary period of six (6) continuous months worked in that classification. 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 180 days. Notice shall be given to the **UNION** when a bargaining unit employee's probationary period is extended.

- (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 which shall be the same period as specified in paragraph (A) above. 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.

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

Section 2 - Normal Work Schedule

An employee will normally work eight (8) hours in a nine (9) hour period or eight (8) hours in an eight and one-half (8-1/2) hour period 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 - Alternate Work Schedules

- (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 **COUNTY** operations.
- (B) While it is understood that employees shall not have the privilege of selecting work schedules, the **COUNTY** shall make a good faith attempt to avoid making changes in work schedules which result in an expressed undue hardship to affected employees, and will within operational limitations consider requests for shift length and/or shift preference based upon seniority. In the event of 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 (40) straight time hours in the workweek.
- (C) When an employee works an alternate work schedule pursuant to (A) or (B) above, all hours worked pursuant to the schedule shall be considered regular hours and not subject to the overtime provisions of this agreement. It is agreed that in no event shall an employee be required to work more than forty (40) straight time hours in the workweek.
- (D) 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.
- (E) Work schedules shall not be temporarily changed for the purpose of avoiding the wage provisions of this Agreement.

Section 4 - 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, but in no event shall they be posted less than fourteen (14) days prior to the onset of the work period.
- (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**.

Section 5 - Overtime

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

- (A) Unless otherwise provided in this section, authorized overtime work shall be compensated by cash payment at the rate of one and one-half (1-1/2) times the regular hourly rate. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.
- (B) Except as modified by Section 3 above, all work performed in excess of eight (8) hours in any one workday, or forty (40) hours in a workweek as defined herein, shall be considered overtime work. All hours over forty in the workweek that are worked on the seventh consecutive day of work in the workweek shall be paid at two (2) times the regular hourly rate. Overtime shall not apply to employees who work in excess of five (5) consecutive days if such work period is at the employee's request or in the operation of 24-hour facilities involving rotation to a different shift where overtime would apply after seven (7) consecutive days worked.
- (C) The **COUNTY** shall be the sole judge as to the necessity, requirement and qualifications of personnel to work overtime. The **COUNTY** agrees to recognize and consider seniority in regards to overtime assignments. Overtime shall be authorized in advance when possible, except when unforeseen circumstances arise. Departments shall set forth exceptions, if any, to the advance authorization requirements specified in this section.
- (D) It is understood that for the purposes of overtime calculations, employees working shifts which overlap workdays shall be assumed to have completed their shift on the day in which it commenced.
- (E) Overtime shall be compensated only once for the same hours worked.
- (F) Overtime shall be calculated to the nearest one-quarter (1/4) hour worked.
- (G) When a nurse is called to work after the completion of a shift, without at least eight (8) hours off from the end of their last shift worked, the ensuing hours worked shall be compensated at one and one-half (1-1/2) times their regular hourly rate.
- (H) In the event an employee is on a four (4) day, ten (10) hour shift, overtime will be compensated after ten (10) hours in any workday and after forty (40) hours in any workweek, or after four (4) consecutive workdays, regardless of the workweeks involved.

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, near the middle of their scheduled shift. Employees required to work during their meal period or portion thereof, shall be paid for that meal period and get another meal period during that shift without pay.

- (D) It is agreed and understood between the parties that the employee's meal period may be interrupted by the COUNTY's reasonable operating needs, and that such employees are thus subject to call during their meal periods.

Section 7 - Reporting Place

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 with approval of their supervisor. When an employee works in more than one reporting place, one location shall be designated as the permanent reporting place.

Section 8 - Shift Differential

The COUNTY agrees to pay an hourly shift premium of one dollar (\$1.500) in addition to the established wage rate to employees for all shifts worked on other than designated day shift. The designated day shift shall be considered any shift with hours primarily between the hours of 10:00 a.m. and 6:00 p.m.

Section 9 - On-Call

An employee who is required to be on-call or on standby during off-duty hours will be compensated at the rate of ~~two one (24)~~ ^{two one (24)} hours 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.

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, Section 1 and Section 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).

ARTICLE X

WAGES

Section 1 - Salary Range Adjustments

- (A) ~~Effective the first pay period following July 1, 2005, the salary ranges as each presently established job classification will be increased by 0% as set forth in Schedule A and attached hereto. If during the 03-04 contract year only, any other COUNTY employee group, excluding LCPOA, receives a Cost of Living Adjustment (COLA), UNION represented employees shall receive the same COLA. For purposes of this provision, COLA is defined as a cost-of-living salary range increase that is applicable to all members of an employee group. COLA specifically does not include one-time cash payments or bonuses given to an employee group in exchange for benefit plan changes or other cost reductions, or any salary increases given to selected employees within a larger employee group, such as increases due to reclassifications, merit increases and other similar increases.~~
- (B) Effective the first pay period following July 1, 2005, the pay ranges for the Public Health Nurse and Nurse Practitioner classifications will be increased by 5%. The pay ranges for the Mental Health Nurse and Corrections Nurse will be increased by 2.5%.
- (C) Effective the first pay period following July 1, 2006, the pay ranges for Public Health Nurse and Nurse Practitioner will be increased by 5%. The pay ranges for Mental Health Nurse and Corrections Nurse will be increased by 2.5%.

~~(B) Following Article XVII, Section 1 provisions and at the request of the UNION, the COUNTY will reopen Article X, Section 1(A) to negotiate regarding Schedule A for the 7/1/04 to 6/30/05 time period.~~

~~(C) In recognition of the certification and continuing education requirements, the County agrees to make a one-time payment of \$350.00 (three hundred fifty dollars) for nurses not assigned to Corrections. This cash payment shall be due and payable within 45 days after ratification of this Agreement.~~

Section 2- Steps in Compensation Plan

- (A) Effective the first pay period following July 1, 2005, the compensation plan shall be a 10² 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 (formerly step 13) for three years or more and achieved a "competent" ("successful") or better rating on their most recent evaluation shall be advanced to step 12.~~
- ~~(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 - Promotion

An employee who is promoted to a position in a class with a higher salary range shall normally receive an increase of at least four percent (4%) over the permanent salary received prior to the promotion, provided such increase does not place the employee at a salary above the top of the range for the new classification.

Section 4 - 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 provisions of Article XVII, Section 1 shall apply.
- (D) No new or modified classification shall be effective until such time as the Board of County Commissioners ratifies the permanent wage rate.
- (E) No employee shall have his/her salary reduced because of the establishment of a new or by substantially modifying an existing classification pursuant to this Article.

Section 5-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 for any classification designated to be a "B" classification under this section. However any such formal review requested under the *Agreement* (Nurses Unit) shall be counted as a request as provided under Article X Section 7 (F) of the *Agreement* for the General Unit.

Section 6-Direct Deposit

- (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 1 of this *Agreement*, payroll subject to direct deposit will normally be available on the day before said Friday.

Section 7-Deferred Compensation Contribution

- (A) Effective the first pay period following July 1, 2005, the COUNTY will contribute two percent (2%) of the employee's PERS/OPSRP subject wage rate to one of the County's deferred compensation programs.**
- (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 two 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 compensations 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 (B) and (C) 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 non-probationary or probationary permanent employee who:

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

(C) Holiday Pay

- (1) Full-time eligible bargaining unit employees shall be compensated for each holiday as follows:
 - (a) When a bargaining unit employee has requested and is regularly working on an alternate work schedule while other employees within the same division are working a five (5) day, eight (8) hour work schedule, he/she shall have the option of reverting to a five (5) day, eight (8) hour schedule on a week including a holiday or of remaining on the alternate schedule and using two (2) hours of accrued Time Management or compensatory time to supplement the eight hours of holiday time off.
 - (b) When bargaining unit employees are required by the **COUNTY** to work a four (4) day, ten (10) hour work schedule or all of the bargaining unit employees within the Division are on a four (4) day, ten (10) hour schedule, the eligible employees shall receive ten (10) hours compensation for the holiday.
- (2) Part-time eligible bargaining unit employees shall be compensated for 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, or
- (b) Time off with pay at the mutual convenience of the employee and the **COUNTY**, for each designated holiday which falls on a day the employee otherwise would not work.
- (c) In addition to compensation under (a) or (b) above, a non-exempt employee required to work on a holiday shall receive, one and one-half (1-1/2) times the regular straight time rate for all work performed on a designated holiday or actual holiday, but not both.

(4) Employees scheduled to work on the holiday, but who do not report, shall forfeit holiday pay unless such absence is for good cause.

(D) Holiday on Day Off

Whenever a holiday shall fall on an employees scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) shall be designated as the holiday. Whenever the Holiday falls equally between workdays, the last workday before the holiday shall be designated as the holiday. 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 permanent probationary and non-probationary employees in the bargaining unit. Employees covered by these provisions shall not be eligible for separate leave benefits covering the following:

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

(C) Accumulation

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.

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

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

(D) Part-time Employees

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

(E) Existing Vacation

All employees' existing vacation accrual as 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. Upon the termination, or in the

event of the death of an employee, the employee's vacation balance shall be paid in cash at the current rate of pay.

(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 unless otherwise specified elsewhere in this Agreement, shall be charged against the employee's accrued leave balance. Earned leave shall accrue whenever an employee is on pay status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.
- (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 a non-probationary employee, the employee's accrued time management leave balance as of the date of termination shall be converted into pay at the rate of one (1) hour for each two (2) hours of accrued time management leave.

(I) Death

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

(J) Scheduling

- (1) Employees shall, whenever possible, request time-off in advance. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor as soon as possible.
- (2) Leave which has not been scheduled with the employee's supervisor at least two (2) working days in advance is defined to be unscheduled. Excessive use or a pattern of unscheduled leave may require written substantiation of illness or emergency nature of leave requirement. Failure to provide legitimate substantiation may result in disciplinary action up to and including discharge.
- (3) Upon receipt of a request for earned leave time off, the **COUNTY** shall grant or deny the request in writing as soon as possible, but in no event, longer than ten (10) days from the date of the request.

(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 Human Resources Manager. Employees who have an extreme emergent situation, have no more than 80 hours of 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 "46-Use of Donated Time Management". 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 time off from work due to a non-occupational illness or injury exceeds eighty (80) consecutive work hours, the **COUNTY** will provide compensated time off at the 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 specified above until the employee is released to return to work up to a maximum of ninety (90) calendar days from the first day of absence. Only leave used during the eighty (80) consecutive work hour period will be charged against the employee's accrued time management balance and/or extended illness bank. 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.
- (B) If the same illness or injury recurs, requiring the employee to leave work, and the employee has returned to work for seven (7) or less calendar days, no additional time will be charged against the employee's accrued time management leave. In no case shall the **COUNTY** be obligated to

provide compensated time off in excess of ninety (90) calendar days less the elimination period for the same illness or injury.

- (C) Once an employee qualifies for long-term disability, the employee is no longer eligible for compensated time off for the same illness or injury even if the COUNTY has not provided the maximum ninety (90) calendar days.
- (D) Once an employee has received benefits under this provision, he/she will not be eligible to use accrued time management again until he/she has returned to work and subsequently suffered another illness or injury.
- (E) 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.
- (F) When the COUNTY is providing compensated time off due to a non-occupational illness or injury, the employee will not accrue time management leave. 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

Non-probationary employees shall be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of twenty-four (24) hours pay, ~~(need not be consecutive)~~ or if out-of-state travel is required, forty (40) hours 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 or mother-in-law, son-in-law or daughter-in-law or any other relative or spousal equivalent residing in the employee's immediate household. The COUNTY shall be notified of the spousal equivalent, if applicable, in writing prior to the need for this leave. Leave must be taken within thirty (30) days of death.

Section 6 - Substantiation

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

Section 7 - 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 8 - 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. During the period an employee is on jury duty, an employee shall be deemed to be on day shift.

Section 9 - Leave of Absence

- (A) Leave of absence for good cause may be granted by the **COUNTY** provided that such leaves do not significantly disrupt normal **COUNTY** operations.
- (B) Leaves of absence shall be without pay except as specified elsewhere in this Agreement.
- (C) No payment for any leave of absence shall be made until such leave has been properly approved. Requests for such leaves shall be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave. Employees requesting emergency leaves may waive the written requirement, if approved by the **COUNTY**.
- (D) With the exception of military active duty and Peace Corps, a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator.
- (E) Except and unless an employee who has been granted a leave of absence has, prior to the expiration of the leave of absence, furnished evidence of inability to return to work by reason of sickness, physical disability, or other legitimate reason beyond the control of the employee, and who has been granted an extension of the leave of absence by the **COUNTY**, 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.
- (F) Leaves of absence shall be used only for the purpose for which they are granted.

Section 10 - Unexcused Absence

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

Section 11 - 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 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, the parties agree to reopen Article XII, or new or improved benefits are instituted as a result of legislative action, such increases shall be borne by the COUNTY.

- (A) Employee and dependent health insurance, with major medical services of not less than those currently provided, 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;
- (D) Employee and dependent vision plan;
- (E) Professional liability insurance while on COUNTY business.
- ~~(F) 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.~~
- ~~(G) Effective the first pay period following July 1, 2007 the amount shall be \$25,000 or one times annual salary whichever is greater.~~

Section 2 - Health Insurance Plan Design

Effective ~~August~~ January 1, 2005~~4~~, the following changes will be made to the Health Insurance Plan:

- (1) The annual medical deductible for the "Traditional" plan will be ~~\$75~~125 per year, per insured, with a maximum of three per family.
- (2) The annual out of pocket maximum for the "Traditional" plan will be \$500 per year, per insured.
- (3) The office visit for co-payments for the Managed Care plan will be \$420 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 \$5400 per year per insured.~~

~~(A) Effective January 1, 2004, employees must enroll in 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. COUNTY shall deduct the cost of the employee's monthly premium for such coverage through payroll deduction.~~

- ~~(AB)~~ 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.
- (B) The **SHERIFF** agrees to enroll each eligible and qualified Corrections Health Nurse and Corrections Nurse Practitioner occupying a budgeted position in the Sheriff's Office Corrections Division and working in the Sheriff's Office Corrections Division, in the Oregon Public Employee Retirement System classified as Police and Fire effective January 1, 2004.
- (C) 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 the 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 a pretax 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 **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.~~

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

Section 4 - Joint Labor/Management Benefit Review Committee

One **UNION** member as designated by the **UNION** shall 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.

Section 5 - Retiree Benefits

- (A) Upon retirement, all employees hired on or before July 1, 1987 and who have worked ten (10) full, continuous years prior to age seventy (70) shall be eligible for **COUNTY**-paid retiree health insurance and may transfer from the active group to the retired group.

- (B) Upon retirement, all employees hired after July 1, 1987 and before July 1, 1997, and who have worked twenty (20) full, continuous years prior to age seventy (70) shall be eligible for **COUNTY**-paid retiree health insurance and may transfer from the active group to the retired group.
- (C) 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.
- (D) 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.
- (E) Employees hired on or after July 1, 1997, shall not be eligible for **COUNTY**-paid retiree health insurance benefits.
- (F) The **COUNTY** agrees to provide an Early Retirement Alternative for the employees who meet the years of service requirement specified in Paragraph A or B 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 6 – 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.

This provision does not apply to personal vehicles or similar items.

ARTICLE XIII

SAFETY

Section 1 - Safety Policy

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

Section 2 - County-wide Safety Committee

The **COUNTY** agrees that the **UNION** may select one (1) representative to participate in the **COUNTY**-wide Safety Committee and one Corrections Nurse representative to participate in the Corrections Safety Committee. Employees engaged in Safety Committee activities shall do so during normal working hours without loss of pay.

Section 3 - 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 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 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 a non-exempt employee is required to take work-related training during non-working hours, the employee shall be granted overtime pay or compensating time off subject to Article IX, Hours of Work and Overtime. For the purposes of this provision, overtime shall include authorized time spent in travel. Appropriate costs for such training shall be 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 Human Resources Personnel 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.

Section 4 - Continuing Education

The **COUNTY** agrees to make a good faith effort to allow up to forty (40) hours with pay per year for full time bargaining unit employees for educational training. Employees working less than full time will be eligible for training time proportional to their hours of employment.

The **COUNTY** further recognizes the importance of cross-training in the Public Health area and will work cooperatively with the **UNION** toward that goal.

Requests for training will receive a timely response, not later than fourteen (14) days after the date they are received.

ARTICLE XV

SENIORITY

Section 1 - Definition

Seniority is defined as the amount of continuous service within the bargaining unit without an interruption of services.

Section 2 - Continuous Service

Continuous service shall be employment unbroken by separation other than military, Peace Corps, or Union leave.

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. In the event of a tie in length of service, seniority will be established by the flip of a coin.

Section 4 - Non-Bargaining Unit Seniority

Employees transferred or promoted out of the bargaining unit shall not accumulate seniority while out of the bargaining unit and shall have their then existing level of seniority frozen. Any such employee subsequently returned into a bargaining unit position shall be entitled to have their (a) previous seniority restored, (b) be returned to the same wage step as prior to outside employment, and (c) be returned to the same time management accrual placement as prior to outside employment, provided they have maintained continuous employment with the **COUNTY**. Bargaining unit members who have been promoted into a supervisory non-bargaining unit position shall not maintain bumping rights in the event of a layoff. However, supervisors who have been promoted from the bargaining unit shall retain bargaining unit seniority for purposes of recall. Such recall rights shall be to the bargaining unit classification held at the time of promotion.

ARTICLE XVI

LAYOFF AND RECALL

Section 1 - Layoff

- (A) A layoff is defined as an involuntary interruption of work which does not reflect discredit on the service of the displaced employee. Bargaining unit employees with the least seniority within the job classification 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. 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) Layoff will be by classification and on a Departmental basis only, and in concurrence with the definition of "position."
- (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) All employees on layoff status, including previous bargaining unit employees, 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. Employees shall have recall rights first to the division from which they were laid off, second to the department from which they were laid off and then to County-wide recall, 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 position in a division other than the one held at the time of layoff and refuses said offer, the employee will remain eligible for recall only to the division and classification from which the employee was laid off.
- (B) 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).
 - (3) Secondary recall (recall to a position other than the classification from which the employee was laid off).
 - (4) Transfer
 - (5) Promotion
- (C) Response and Status While Subject to Recall
 - (1) 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. If an employee is offered recall to another classification, 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.
 - (2) 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) 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.
- (E) An employee who accepts recall to a non-bargaining unit position shall retain recall rights in accordance with Section 2(A) of this Article.
- (F) An employee shall not be required to accept recall to a position which is not at their previous reporting place or located more than thirty (30) miles from their place of residence at the time of layoff.
- (G) An employee shall not be required to accept recall to less than their original hours or a temporary position in order to maintain recall rights, nor shall acceptance of such position negate their recall rights. The **COUNTY** shall offer recall employees, extra help and temporary positions on the basis of seniority as such positions become available.
- (H) An employee shall not be required to accept recall to a part-time or temporary position in order to maintain recall rights.

Section 3 - Responsibilities

- (A) 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.
- (B) 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

Lane COUNTY).

- (2) Employees must respond within ~~ten (10)~~ five (5) business calendar days from the 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 Services office. This will be the basis for determining qualifications for positions other than the one from which layoff occurred.

Section 4 - Opportunity for Work During Layoff

- (A) 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.
- (B) 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 5 - Separate Classifications

For the purpose of layoff and recall, both the COUNTY and the UNION recognize the following separate classifications:

- (A) Licensed Practical Nurse
- (B) Public Health Nurse
- (C) Nurse Practitioner - RN
- (D) Mental Health Nurse
- (E) Corrections Health Nurse
- (F) Certified Medication Aide
- (G) Mental Health Care Coordinator

Section 6 - 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 refused 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, as provided for in COBRA. The COUNTY shall administer all such payments.

Section 7 - 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

If the **COUNTY** changes or proposes to implement matters within the scope of representation as defined by ORS 243.650(7) and not mentioned in this Agreement which require negotiations under the law, and more than a de minimus number of employees are affected, the **COUNTY** will notify the **UNION** in writing prior to implementing the proposed change. Upon timely request of the **UNION** (within 14 days), the following ORS 243.698 shall apply:

~~(A) The **COUNTY** will provide the **UNION** with all public records about its plan that are relevant to the proposed plan.~~

~~(B) 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.~~

~~(C) 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**.~~

~~(D) The **UNION** may, after ten (10) days, demand that the issue be submitted directly to mediation as provided in ORS 243.712 (2).~~

~~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**.~~

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 - 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 4 - Joint Labor Relations Committee

(A) Upon the request of either the **COUNTY** or the **UNION**, the parties agree to establish Joint Labor Management Relations Committees to discuss ongoing 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, training, employee morale, mutual problem-solving and general union-management cooperation. If either party of a particular work unit so requests, committees will be formed in the following work units: Public Safety, Public Health, Mental Health and Youth Services. By mutual agreement, already existing steering committees, discussion groups, task forces, or other similar forums within a work unit will serve the purpose of the Joint Labor Relations Committee.

- (B) Once requested, the work unit committees shall meet at a mutually agreed upon convenient time and place and such meeting shall, if at all practical, be scheduled within fourteen (14) days. Frequency, time and issues involved in scheduling subsequent meetings will be determined by mutual agreement.
- (C) Either party of any of the individual work unit committees may request a joint meeting with other work unit committees when issues of common interest are identified. Joint meetings require consent of all participating parties. Such joint meetings may also include the **UNION's** staff representative and the **COUNTY's** Labor Relations Specialist.
- (D) Structure of work unit committee meetings such as chairpersons, agenda setting, minutes taking and ground rules will be determined by each committee by mutual agreement.
- (E) All committees shall consist of equal numbers of participants, not to exceed three (3) on each side. Each party shall select its own representatives.
- (F) No committee shall have authority to amend the terms of the Agreement.

ARTICLE XVIII

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, 2008~~5~~ 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, 2008~~5~~, 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 - Effective Date

This Agreement and all provisions contained herein shall become effective upon ratification by the parties. No employee(s) shall receive any retroactive salary adjustments, back pay award or any other economic or non-economic benefit except as specifically provided for in this Agreement.

Section 4 - 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 _____, 2005.

FOR THE COUNTY

FOR THE UNION

William VanVactor
County Administrator

Cheryl Dyer, President
AFSCME Local 2831

~~Russ Burger~~ Jan Clements
Lane County Sheriff

Paula Medaglia Lisö Stuart, 1st
VP/Chief Steward
AFSCME Local 2831

Frank Forbes
Labor Relations Manager

Jim Steiner
AFSCME Council Representative

COUNTY NEGOTIATING TEAM:

AFSCME NEGOTIATING TEAM:

~~Karen Artace~~

Paula Medaglia

Jan Wilbur

Kirk Mauser

~~Dennis Ewing~~ Craig Starr

Sarah Sheffield

~~John Clague~~

Mary Stefansen Michele Glasen Copely

Betsy Meredith Pamela Stuver

