

**NURSES CONTRACT**

between

**LANE COUNTY, OREGON**

and

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

**AGREEMENT**  
**2021-2024**

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previous agreements between the parties, or any individual employee covered by this Agreement are hereby suspended and superseded.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 1, RECOGNITION, Section A.

**COBRA:** The term "COBRA" shall mean the Consolidated 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.

**Fiscal Year:** The term "fiscal year" shall mean the period from July 1 to June 30.

**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.

**Pay Period:** The term "pay period" shall mean two (2) work weeks.



**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 1040 hours in a fiscal year, 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.

**Promotion:** The term "promotion" shall mean a change by an employee from one classification to another classification which has a maximum salary 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 the return 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 Employees 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. Temporary employees who remain in the same position for more than two (2) fiscal years will not have to reapply.

**Vacancy:** The term "vacancy" shall mean a position within the bargaining unit which is to be filled on a regular basis.

## **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 – 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 1**

**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 all employees employed in classifications included in Appendix B, excluding such employees in supervisory or confidential capacities and extra help employees, 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 number of hours defined in the Definition of this Agreement 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.

**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 2

### 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 work force, 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 work 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; 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 consistent with their job classifications. However, the **COUNTY** reserves the right to contract out any work that it deems necessary in the interest of efficiency, economy and 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 fourteen (14) days), following the provisions of Article 17, Section 1 - Change in Conditions prior to implementing any decision to Contract out bargaining unit work.

#### 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 3

#### DEDUCTION OF DUES AND FEES

##### Section 1 – Deduction of Dues and Fees

- (A) The **UNION** shall notify the **COUNTY** of the current rate of dues, fees or any other employee assessments or authorized payroll deductions permitted under the Public Employee Collective Bargaining Act (PECBA) in a timely manner which will enable the **COUNTY** to make necessary payroll deductions as specified below.
- (B) The **UNION** shall provide to the **COUNTY** a list within the time frame identified in Section 5 below identifying the employees who have provided authorization for the **COUNTY** to make payroll deductions from the employee's wages for the purposes authorized under the PECBA. The **COUNTY** shall rely on the list to make the authorized deductions and remit payment to the **UNION**.
- (C) The **COUNTY** shall deduct from the paycheck for the second pay period of each month of all employees in the bargaining unit who have authorized such deductions the specified amount for payment to the **UNION**.
- (D) The **COUNTY** agrees to deduct on a monthly basis from the payroll check of employees covered by this agreement who so request in writing voluntary contributions to be paid to the treasurer of American Federation of State, County, and Municipal Employees Public Employees Organized to Promote Legislative Equality, also referred to as "PEOPLE." In accordance with ORS 243.702, the parties agree that if these types of voluntary contributions are declared to be legally invalid at any point during the life of this Agreement, then this section shall be reopened for negotiation upon request by either party.

##### Section 2 – Deduction 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. Such statement shall include employee name, amount of deduction, pay period beginning or end date, amount of wages earned in the period and employee ID number.
- (B) The **UNION** agrees to fully defend and indemnify the **COUNTY** and hold the **COUNTY** harmless from any liability or claims, suits or proceedings arising out of the **COUNTY'S** faithful compliance with the terms of this Article and the provisions of ORS 243.806, provided the **COUNTY** notifies the **UNION** in writing of such claim and tenders the defense to the **UNION**. Reasonable costs incurred in the defense of the **COUNTY** by the **UNION** in any legal action or proceeding brought against the **COUNTY** for implementing or carrying out 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**.

##### Section 3 – New Employee Notifications

The **COUNTY** shall furnish within ten (10) calendar days of the date of hire to the **UNION** an electronic list, in Excel or similar spreadsheet, of new employees, who have accepted positions represented by the **UNION**, along with anticipated start dates, or notification of no new bargaining unit employees, by the close of business each Friday. The list shall contain the name, employee ID number, classification, position number, department, position status date of employment, bargaining unit designation and any other employee information in the **COUNTY**'s records that the **COUNTY** is legally obligated to provide.

#### **Section 4 – Timely Deductions**

A file listing new authorizations or changes in authorizations for employee **UNION** deductions shall be submitted by the **UNION** to the **COUNTY** electronically by close of business on the business day immediately following the end of the second (2nd) pay period of each month. The **COUNTY** agrees that new or changed **UNION** payroll deduction authorizations submitted within the timeliness above shall be deducted from the next issued paycheck for the previous applicable pay period.

#### **Section 5 – Monthly Audit**

The **COUNTY** agrees to run an audit comparing the full list of all represented bargaining unit employees with the list of employees who have authorized **UNION** deductions as provided for electronically by the **UNION** to the **COUNTY** by the second (2nd) Wednesday of the second (2nd) pay period of each month.

## ARTICLE 4

### 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 Director 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** and its designated representatives shall conduct all business on other than **COUNTY** time except as authorized under PECBA or 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 time 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 the President and First Vice President of AFSCME Local 2831 and three (3) additional employees. The **COUNTY** will inform the **UNION** if they believe the selected employees will result in an operational impact. If this occurs, the **UNION** and the **COUNTY** will discuss potential adjustments.
- (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.

- (I) **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.
- (J) 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 – PECBA Requests for Information**

- (A) In accordance with Appendix D 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 the **COUNTY** in the regular course of business, not exempt from public disclosure, and is subject to disclosure under PECBA. When the **UNION** submits to the **COUNTY** a request for information related to disciplinary matters involving a **UNION** represented employee, the **COUNTY** shall provide the **UNION** with an electronic copy of the final investigation report relied on by the **COUNTY**, including supporting documentation, at no charge to **UNION**. If the **UNION** requests information in addition to the documents described in this paragraph, the procedures set forth in the MOU referenced above shall apply.
- (B) The **COUNTY** shall furnish the current names, mailing addresses, and any other employee information in the **COUNTY**'s records that the **COUNTY** is legally obligated to provide, of all bargaining unit members to the **UNION**, at no cost, no less than every one hundred twenty (120) days.

### **Section 3 – 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 4 – COUNTY Information**

The **COUNTY** agrees to make available to the **UNION** electronically, 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 an electronic copy.

### **Section 5 – 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 6 - 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 6 – 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.

#### **Section 7 – Orientation of Union Employees**

The **COUNTY** agrees to comply with HB 2016 (effective January 1, 2020) and notify the **UNION** within ten (10) calendar days of all new employees hired into bargaining unit positions and to provide at least thirty (30) minutes and no more than one hundred twenty (120) minutes for the union representatives to meet with new employees on paid time.

## ARTICLE 5

### DISCIPLINE AND DISCHARGE

#### Section 1 – Causes for Discipline

- (A) An employee who has completed the probationary period as defined in Article 8 of this Agreement shall not be disciplined or discharged without just cause. In determining if just cause exists, the following four (4) tests must be met:
- (1) Was the employee forewarned of possible consequences of the 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) Documented Oral Warning
  - (2) Written Reprimand
  - (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 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 the employee's 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 recording 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 **UNION** representation, not to exceed two (2) **COUNTY** employees at the pre-disciplinary 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 6 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 in writing or via email.
- (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 6

### 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 employee 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 Director who shall designate a representative. The representative shall investigate the particulars of the grievance and shall attempt to resolve the issue within

seven (7) calendar days of receipt, furnishing a written reply to the aggrieved party and the **UNION** within that time period.

(C) **STEP 3**

- (1) 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 Director, no later than seven (7) calendar days from the date the grievant receives the Step 2 response or date when said response is due.
- (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.
- (4) Any grievance which involves discharge, or is of a class action nature, may be introduced at this step,

(D) **STEP 4**

If the Step 3 response from the **COUNTY** is not acceptable, the **UNION** may submit the matter for arbitration and request a list of arbitrators from the State Employment Relations Board within thirty (30) days of the **COUNTY**'s Step 3 meeting.

**Section 3 – Arbitration Guidelines**

- (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 (1) party, to be determined by lot, first striking off one of the five (1 of 5) names submitted by the State Mediation and Conciliation Service and thereafter the parties alternately striking names until one (1) name remains.
- (B) The arbitrator shall have no authority to alter, modify, amend, vacate or change any terms or conditions of this Agreement, to substitute their judgment for that of either party in any instance where the parties have exercised their rights under the terms of this Agreement, nor shall the arbitrator decide on any condition which is not specifically treated in this Agreement.
- (C) The award of the Arbitrator may or may not include back pay provided, however, that any back pay award shall not be in excess of the amount of wages and benefits actually lost during the period from sixty (60) days prior to the filing of the grievance and the date of implementation of the arbitrator's award, less any compensation that the employee actually received.
- (D) The Decision and Award 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 of the **UNION** and shall notify the **COUNTY** of any changes in such authorization.
- (D) All grievance proceedings and reasonable investigation time, where practicable, shall be held during the regular business hours when **COUNTY** facilities are 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 or electronic communication 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 Article 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 or by mutual consent via email. 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 7

### GENERAL PROVISIONS

#### Section 1 – Employee Information

- (A) The **COUNTY** agrees to furnish each new employee of the bargaining unit pertinent information regarding benefits.
- (B) The **COUNTY** agrees to make readily accessible to employees copies of Departmental Manuals.
- (C) The **UNION** agrees to provide to new bargaining unit employees copies of, or electronic access to, this Agreement.

#### Section 2 – Personnel File

- (A) The **COUNTY** shall maintain records relative to each employee's performance, promotion, discipline, substantiated, unfounded or exonerated complaints and other matters relative to the status of an employee, such records collectively to be referred to as the Personnel File. There shall only be one (1) official Personnel File and that file shall be maintained in Human Resources.
- (B) All documentation must be dated before inclusion in the official Personnel File. The official Personnel File shall be available to the employee and their designated representative for review and copying. The employee will be furnished with a copy of documents in the Personnel File and will be charged the current established rate for copies in excess of ten (10) pages.
- (C) No document may be placed in an employee's personnel file without the employee's knowledge. No grievance may be filed concerning placement of nondisciplinary documentation in the personnel file. However, employees shall have the right to include a written rebuttal to any documentation, provided such rebuttal is submitted through their Department Director within thirty (30) days of the date the employee had knowledge of inclusion of the document in the file.
- (D) If the **COUNTY** and the **UNION** agree that any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file. Grievances shall not be placed in personnel files.

#### Section 3 – 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 Professional Nurse Committee composed of a maximum of five (5) employee representatives selected by the **UNION**, which includes representation from each of the areas of Public Health, Behavioral Health, Community Health Centers, and Public Safety and up to five (5) 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 10. The Committee shall meet for the purpose of making recommendations to management for the safety of nursing practices, improvement in the quality of nursing care and professional nursing standards of care and conduct as it relates to County provided services.

### **Section 5 – Expense Reimbursement**

Travel expenses incurred by employees as a result of job requirements shall be reimbursed per the Administrative Procedures Manual (APM) Chapter 2, Section 7.

### **Section 6 – 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 arbitral.

### **Section 7 – Uniforms**

The **COUNTY** shall reimburse up to a maximum of three hundred and fifty dollars (\$350.00) annually for required uniforms, personal stethoscopes and/or protective footwear that meet OSHA standards. Proof of actual purchase shall be furnished to the **COUNTY**.

### **Section 8 – Parking**

- (A) The **COUNTY** may raise parking fees to match fees in the market area, however only one (1) change may be made during the life of the contract.
- (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) **UNION** represented employees stationed at the Lane County Adult Corrections facility and working for the Lane County Sheriff's Office shall be provided free parking.
- (D) The following parking provisions apply to employees working at the Community Health Center of Lane County, Riverstone Clinic:
  - (1) Staff will be allowed to park in the lot behind the Riverstone Clinic after 5:00 p.m. on weekdays and on weekends. Employees will be allowed the time necessary to move vehicles during the workday to address the parties' safety concerns.
  - (2) The parties agree to meet and develop mutually agreeable strategies to address safety concerns raised by employees.
  - (3) All parties agree that, other than the times specified in item 1 above, no staff of the Community Health Centers of Lane County will be allowed to park in the lot adjacent to the Riverstone clinic.

### **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/certifications required for their position.

### **Section 11 – Loan Repayment Programs**

(A) For purposes of defining full time status of qualifying employment for Loan Repayment inquires, the parties agree the **COUNTY** will provide an employee's FTE status based upon the annual average of an employee's paid hours and eligible protected leave hours (including hours worked, time management, holidays, FMLA/OFLA and bereavement), unless the agency specifies other requirements or information. The County shall define full time to be 30 hours or greater for the Department of Education's Public Service Loan Repayment Certification form.

## **ARTICLE 8**

### **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) Permanent, 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 – Legal Requirements**

The **COUNTY** and the **UNION** both recognize that there may be a legal requirement to place an employee into position due to the reinstatement rights of an injured worker, an employee returning from military or other protected leave, a court order, an accommodation under the Americans with Disability Act, or similar mandated rights that may take precedence over the provisions of this Article.

#### **Section 3 – 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 electronically through the **COUNTY's** website. 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 (1) 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 the promotional notification. Employees will receive notification only of those positions listed on their

promotional request form.

- (4) Employees can keep themselves informed of current posted positions by 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 electronic and/or paper 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 via the employee's current email address on file.
- (D) As determined by the **COUNTY**, promotional eligibility shall be based on the score received on the supplemental scoring 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 scoring or other selection tool used to determine qualifications.
- (F) Veteran's Preference – Employees who are veterans will have five (5) points added to their score after providing required documentation. Employees who are disabled veterans will have ten (10) points added to their score after providing required documentation. All current employees who apply for promotional opportunities must include the appropriate documentation verifying their veteran status, a DD214 or DD215 long form and/or disabled documentation, for each position for which they apply.
- (G) 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.
- (H) All employees on layoff status shall be given an opportunity to apply for any bargaining unit vacancy in any classification which has a pay grade 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 4 – Lateral Transfers**

- (A) Lateral transfers are generally made from one authorized position to another within the same classification. Lateral transfers may also be made to other classifications at the same pay grade or one (1) pay grade lower either within the department or in a different department 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 in the same classification 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. Reassignment will not be required if the only eligible employees are within the program and location opening the recruitment.

- (C) Lateral transfers will only be considered when a position becomes vacant unless there are two (2) or more transfer candidates who can "trade" positions. If an employee is interested in being considered for lateral transfer, the employee must submit a written request for lateral transfer, clearly explaining the employee's interests, to Human Resources (or the Department of Public Safety for positions within that Department). The request must be received before a position is posted in order for a transfer request to be considered. Human Resources staff will accept electronic and/or paper Transfer Request forms and maintain an up to date transfer file.
- (D) Employees are responsible for updating and maintaining their electronic and/or paper Transfer Request form. Human Resources will send a courtesy reminder to employees during the first week of January each year to update or maintain their Transfer Request form. The reminder will be sent electronically; however, in sections of the County where employees do not have access to computers, supervisors will post reminders in a central location. Employees who will be absent from work for more than one (1) 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, personal email address and phone number.
- (E) When a vacancy occurs, Human Resources will contact appropriate employees on the transfer list as defined above, in Section 4 (A) 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 (3) 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 contact Human Resources and complete a new transfer request form to be placed back on the transfer list.

## **Section 5 – 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 6 – 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 Human Resources. Affected employee(s) shall be notified of all requests for reclassification. If an employee believes the duties of the 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 16 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 7 – Flex Staff Series**

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

- (A) The employee is remaining in the same position.
- (B) The employee meets the minimum qualifications for the journey level.
- (C) The employee is performing, at an acceptable level, the duties of the journey level.
- (D) An employee, who has been at the entry level for eighteen (18) months or more, may request to be moved to the journey level. Such request shall be approved or denied by the Department Director within fourteen (14) days. The Department Director's decision shall be based upon Paragraphs A, B and C, above.
- (E) Denial of a request to move to the journey level may be appealed by filing a written appeal with Human Resources within fourteen (14) days of receiving the denial from the Department Director.
- (F) The County Administrator or designee shall have ultimate and final authority to approve or disapprove any request for movement from the entry level to the journey level.
- (G) Upon moving from the entry level to the journey level, an employee shall be placed on a step in the journey level pay grade with a minimum of a five percent (5%) salary increase.
- (H) Flexibly staffed classifications are those classifications identified in Appendix A.

**Section 8 – 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) Employees hired on or before December 31, 2021 shall serve an initial probationary period of six (6) continuous months worked. Effective January 1, 2022, new bargaining unit employees employed in classifications represented by the **UNION**, shall serve a probationary period of twelve (12) continuous months worked in that classification. Employees failing to receive a successful or better evaluation rating on their probationary review may have their probationary period extended for a period not to exceed ninety (90) 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 new probationary period.
- (E) Employees who are transferred or promoted to another classification shall serve a new probationary period of six (6) continuous months worked in the new classification. Such employees, who fail, as determined by the **COUNTY**, to satisfactorily meet the requirement of the new position or classification, at any time during the probationary period, shall be returned to the previously held position or classification in the former department, provided the employee completed the initial probationary period prior to the promotion.

## **ARTICLE 9**

### **HOURS OF WORK AND OVERTIME**

#### **Section 1 – Workday/Workweek**

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

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

An employee will normally 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 forty (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 the 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. The ten (10) day notice of schedule change shall not be required for employees assigned to modified duty under worker's compensation.

- (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 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 (1) workday, or forty (40) hours in a workweek as defined herein, shall be considered overtime work. All hours over forty (40) in the workweek that are worked on the seventh (7<sup>th</sup>) 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) For the purposes of overtime and double overtime calculation, holiday pay will count as "work performed." The parties agree an example of this calculation is as follows: employee works either (8) hours Monday and Tuesday. Wednesday is a holiday and employee receives eight (8) hours of holiday pay and performed no work duties. Employee works 8 hours on Thursday and then 10 hours on Friday. Employee will receive two (2) hours of overtime pay on Friday because the employee has reached the threshold of forty (40) hours worked in the work week.
- (D) For the purposes of overtime and double overtime calculation Time Management (TM) and other non-worked paid leave (e.g., holiday hours, compensatory time taken) will count as "work performed" toward the forty (40) hours in a workweek total. However, TM and other non-worked paid leave (e.g., comp time taken) will NOT count toward the eight (8) hours per workday pay total for purposes of calculating overtime and double overtime. For the purposes of overtime and double time calculations, the first day worked will be the employee's first scheduled workday in the workweek. For the purposes of double overtime, employees must have actually worked on each seven (7) consecutive days.
- (E) For the purposes of applying this language to part-time Nurse Practitioner and Physician's Assistant providers the following will apply:
- (1) For purposes of overtime the part-time employee must meet their normally scheduled hours in the workweek before they are eligible for overtime. If the employee meets their regularly scheduled hours in the work week by actually working those hours, being paid for holiday pay or time management and they work



on Saturday or Sunday, they will be paid for overtime.

- (2) For the purposes of overtime and double overtime calculations, the first day worked will be the employee's first scheduled workday in the workweek. For the purposes of double overtime employees must have actually worked on each seven (7) consecutive days and meet the forty (40) hour requirement in the workweek.
- (F) The parties agree that the following are examples of how the overtime provisions describe in paragraphs C and D above would be calculated for an employee whose normal work schedule is eight (8) hours in a workday and five (5) days in a workweek:
- (1) Example: Employee works four (4) eight (8) hour days (Monday, Tuesday, Wednesday, Thursday) and then takes eight (8) hours of TM on Friday. If employee works on the following Saturday, employee will earn overtime for those hours as forty (40) hours of "work performed" within the workweek has been reached. However, if the employee works on the following Sunday, the employee will receive overtime for those hours worked, not double time, because they have not worked on each consecutive seven (7) days.
  - (2) Example: Employee works six (6) hours on Monday and takes two (2) hours of TM to go to a doctor's appointment on Monday. Employee is asked to work two (2) hours after the employee's scheduled shift on Monday. Employee will NOT earn overtime for those two (2) hours because the employee has not worked eight hours in the workday (assuming employee has not crossed the 40 hour per week threshold of worked time).
- (G) The parties agree that the following is an example of how the overtime provisions describe in paragraphs C and D above would be calculated for a part-time Nurse Practitioner of Physician's Assistant. Example: Part-time Nurse Practitioner employee scheduled to work thirty-two (32) hours a week and is scheduled and works eight (8) hours on Monday, Tuesday, Wednesday and Thursday. Employee does not work on Friday, their normal day off. Employee works four (4) hours on Saturday and four (4) hours on Sunday. The hours on Saturday and Sunday will be calculated as overtime. Double time does not apply since they did not actually work on each of the seven (7) consecutive days.
- (H) 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.
- (I) 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.
- (J) Overtime shall be compensated only once for the same hours worked.
- (K) Overtime shall be calculated to the nearest tenth (10<sup>th</sup>) hour worked.
- (L) 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.

- (M) 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.
- (N) Employees may accrue up to a maximum of eighty (80) hours of compensatory time. The maximum compensatory time allowed for part-time employees will be forty (40) hours. All time recorded over maximum accrual will be paid out.
- (O) Per FLSA, de minimus cell phone use for purposes other than a location change will not be considered for purposes of calculating overtime, subject to calculation in paragraph (K) above. This time will not exceed seven (7) minutes per day.

### **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 regular 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 regular reporting place.

### **Section 8 – Shift Differential**

The **COUNTY** agrees to pay an hourly shift premium of one dollar and fifty cents (\$1.50) in addition to the established wage rate to employees for all shifts worked on other than the 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**

- (A) An employee who is required to be on-call or on standby during off-duty hours will be compensated at the rate of two (2) 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.

- (B) Except for calls received from a supervisor or manager in response to an oversight of the employee, an employee who receives a phone call or electronic communication 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 9, Section 1 and Section 5. If a phone call or electronic communication exchange 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).
- (C) Calls or electronic communication received during off duty hours for notification of change to reporting place shall be compensated for a minimum of fifteen (15) minutes at the applicable straight or overtime rate in accordance with Article 9 Section 1 and Section 5.

#### **Section 10 – “Show Up Pay”**

An employee who reports for work outside of their regular schedule and upon reporting finds no work available shall be guaranteed a minimum of one (1) hour pay at the applicable straight or overtime rate.

## ARTICLE 10

### WAGES

#### Section 1 – Salary Range Adjustments

- (A) The salary ranges in effect at the ratification Board of County Commissioners' approval of this Agreement shall be those set forth in Schedule A and attached hereto. Effective the first full pay period following July 1, 2021, employees on the payroll on the date of the Board of County Commissioners' approval of this Agreement in the classifications with a negotiated market adjustment will move to the negotiated pay grade. Employees will be placed at a step closest in pay to their current step which does not result in a decrease in pay.
- (B) Effective the pay period in which the Board of County Commissioners' approve of this Agreement all employees on the payroll on the date of approval will receive a one-time payment of one thousand three hundred dollars (\$1,300.00).
- (C) Cost of Living Adjustments
- (1) Effective the first full pay period following July 1, 2021, employees on the payroll on the date the Board of County Commissioners' approval of this Agreement by the **COUNTY**, shall receive a two percent (2%) cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase. The salary ranges shall be set forth in Schedule A and attached hereto.
- (2) Effective the first full pay period following July 1, 2022, employees on the payroll on that date shall receive a two percent (2%) cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase. The salary ranges shall be set forth in Schedule B and attached hereto.
- (3) Effective the first full pay period following July 1, 2023, employees on the payroll on that date shall receive a two percent (2%) cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase. The salary ranges shall be set forth in Schedule C and attached hereto.

#### Section 2 – Steps in Compensation Plan

- (A) Effective the first full pay period following July 1, 2021, the bottom step of the 10-step salary schedule will be eliminated and will result in a 9-step salary schedule. Employees on the bottom step of the current salary schedule on the payroll on the date of approval by the Board of County Commissioners, will move to the new Step 1, retroactive to the first full pay period following July 1, 2021.
- (B) Employees hired on or before December 31, 2021 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) 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. Employees 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 6. 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.

- (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 five percent (5%) over the regular 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 17, Section 1 shall apply.
- (D) No new or modified classification shall be effective until such time as the Board of County Commissioners ratifies the regular wage rate.
- (E) No employee shall incur a salary reduction 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 five percent (5%) additional compensation above the base classification pay.
- (B) Bilingual designation is an adjunct classification, as indicated in Appendix C. The classification specifications will include bilingual skills of a specified level in a specified language or languages. For example, a CHN-2 position requiring bilingual skills would be designated as CHN-B2.
- (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; this may include testing current employees on an ongoing basis to meet qualification as determined by the **COUNTY**.

- (E) A "B" designated classification shall be considered a separate classification for the purposes of Article 16. 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 10 Section 7 (F) of the Agreement for the General Unit.

### **Section 6 – Direct Deposit**

- (A) The **COUNTY** reserves the right to distribute employee payroll via direct deposit. Unless the **UNION** is provided at least thirty (30) calendar days' notice to the contrary, the direct deposit program shall include the protocols outlined below.
- (B) Employees who have no access to Employee Self-Service will continue to receive a payroll advice.
- (C) Direct deposit may be made to multiple financial institutions at the same time.
- (D) Subject to the conditions contained in subsection (E) herein; payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.
- (E) In those instances when the payroll Friday occurs on a holiday as provided in Article 11, Section 1 of this *Agreement*, payroll subject to direct deposit will normally be available on the day before said Friday.

### **Section 7 – Deferred Compensation**

- (A) For employees in permanent positions on the date of approval by the Board of County Commissioners, effective the first full pay period following July 1, 2021, the **COUNTY** will contribute one percent (1%) of the employee's PERS subject wage rate to the **COUNTY's** deferred compensation providers.
- (B) Employees shall be responsible for ensuring their account does not exceed the maximum allowed under IRS rules.

**ARTICLE 11**

**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, the employee 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 (8) hours of holiday time off.
  - (b) When bargaining unit employees are required by the **COUNTY** to work a four (4) day, ten (10) hour work schedule or all of the bargaining unit employees within the Division 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 employee's scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) shall be designated as the holiday. Whenever the Holiday falls equally between workdays, the last workday before the holiday shall be designated as the holiday. However, as an option, upon mutual agreement between the Supervisor and the employee an alternate day off may be granted. The alternate day off must be taken by the end of the fiscal year. If the employee has requested the time and the request has



been denied due to **COUNTY** requirements the time off will be granted within the following thirty (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 time management leave or other earned leave.

(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 between the Friday following Thanksgiving and the end of the fiscal year. For eligible regular part time and eligible temporary employees, who are not covered under Section 5, Personal Time Off, 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, (G) 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/year	6.154 hrs/pay period
13 - 24 mos. (1 to 2 yrs.)	23.0 days/year	7.077 hrs/pay period
25 - 48 mos. (2 to 4 yrs.)	26.0 days/year	8.000 hrs/pay period

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

(F) 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.

(G) 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 paid out at fifty percent (50%) of the balance at the current rate.

(H) 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.

(I) 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 prior to the start of the employee's shift unless circumstances prevent the employee from doing so. If there is a situation that requires the employee to leave their worksite after the start of their scheduled shift, the employee shall notify their supervisor prior to leaving the workplace as appropriate per workgroup (examples include, but are not limited to: in-person, phone call, email or text message).
- (2) Supervisors will make a good faith effort to accommodate all leave requests. Requests made more than two (2) days in advance of the time off requested will be granted under normal circumstances, provided that the number of employees gone simultaneously is not excessive. 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.
- (4) Employees working in the Community Health Centers ("CHC's") shall:
  - (a) Be provided an opportunity to have requested leave considered, in addition to the normal considerations for granting leave, on the basis of seniority for requests received from January 1 through January 30. In case of conflicts between employees concerning the scheduling of leave, the employee with the longest period of continuous service with the **COUNTY** shall be given first consideration, provided that leave requests are made prior to January 30. Such exercise of seniority shall be limited to one (1) selection per calendar year.
  - (b) Time Management requests that are denied shall be placed on the Time Management calendar in a waitlist category with a number assigned as to the order on a first come first served basis. The Time Management calendar shall be posted and made visible to all staff.
  - (c) Supervisors shall respond in a timely fashion to written requests for leave. Requests for leave submitted after the January 30 seniority option, shall be deemed to be approved if not denied within fourteen (14) days of receipt for requests submitted more than two (2) months ahead within seven (7) days for requests submitted two (2) weeks to two (2) months ahead, and within fifty percent (50%) of advance time for requests submitted less than two (2) weeks ahead. All leave requests after January 30 each year shall be on a first come first serve basis.

(J) 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 paid out 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) Employees must have a balance of at least forty (40) hours of time management after selling the time.
  - (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) calendar years prior to retirement eligibility, employees may sell up to two hundred (200) hours per calendar 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 paid out.

(K) 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 Director. Employees who have an extreme emergent situation, have no more than eighty (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 the employee's 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 Director 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 an employee must take time off from work, hours will be coded as leave without pay. Donated hours are transferred to the employee's account as needed by

Central Payroll. 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 and should notify Central Payroll if there are hours that are not eligible for donated time.

- (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.
- (8) The eighty (80) hour eligibility period for Disability Leave defined in Section 4 below will not be subject to this program, unless an exception is granted by the HR Director.

### **Section 3 – Occupational Illness or Injury**

Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid their regular salary minus any applicable employee contributions 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.

### **Section 4 – Non-Occupational Disability Leave**

- (A) After completion of six (6) months of employment, if a non-occupational illness or injury exceeds the eighty (80) hour elimination period, the **COUNTY** will provide compensated time off at the employee's regular rate of pay for the first two (2) weeks of disability, or any part thereof; 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%) any remaining disability period.
- (B) All disability leave pay is less any Workers' Compensation benefits for which the employee may be entitled following the elimination period until the employee is released to return to work up to a maximum of ninety (90) calendar days from the first day of absence for a specific illness or injury.
- (C) The date on which an employee is unable to report to work due to a specific illness or injury will be the first day of absence for purposes of establishing qualifications for non-occupational disability leave.
- (D) The employee will be required to use any available accrued leave to satisfy the eighty (80) hour elimination period prior to qualifying for disability leave benefits. Once the eighty (80) hours are satisfied, the employee will not be required to fulfill a new elimination period for the same illness or injury so long as the elimination period and the disability leave do not exceed a total period of one hundred five (105) calendar days from the first day of absence or eligibility for long-term disability insurance coverage, whichever occurs first. Disability leave, including but not limited to the elimination period and paid leave hours, shall be prorated for part-time employees.
- (E) 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 leave balances. Disability leave, including but not limited to the elimination period and paid leave hours,

shall be prorated for part-time employees.

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) It is understood that any time off charged to disability leave pursuant to this Section may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 5, Discipline and Discharge, of this Agreement.
- (G) Employees who have hours remaining in the Extended Illness Bank shall not lose those hours. However, no additional hours will be added to this bank. Extended Illness Bank hours may be used for the sole purpose of off-setting the use of Time Management hours to meet the eighty (80) hour elimination period prior to the start of disability leave. After sixty (60) hours have been charged to the Time Management balance, the remaining hours of the elimination period shall be charged to any remaining balance in the employee's Extended Illness Bank until the employee has exhausted available Extended Illness Bank hours.
- (H) Employees who are on disability leave shall not accrue Time Management. However, if an employee returns to work, with an appropriate medical release, they will accrue Time Management for the actual hours worked.

### **Section 5 – Personal Time Off (PTO)**

In lieu of Time Management accrual and holiday pay, temporary employees covered by this agreement, will accrue Personal Time Off (PTO) at a rate of .115385 hours per each hour worked with a maximum accrual of 120 hours in a fiscal year.

- (A) PTO cannot be sold during the time a temporary employee is employed.
- (B) PTO will be paid at a rate of 1:1.
- (C) PTO will be paid upon end of the fiscal year, termination or upon the depletion of the 1040 hours.
- (D) PTO must be exhausted to take unpaid leave.
- (E) PTO must be used if an employee takes time off during a regularly scheduled work day including holidays.

### **Section 6 – COUNTY Paid Bereavement**

Employees shall receive pay for lost work as a result of a death in the employee's immediate family, to a maximum of three (3) days (need not be consecutive days), or if out of state travel is required, one (1) weeks' pay, at the regular straight time hourly rate. The **COUNTY** may require verification of the family status. Immediate family shall be defined as mother, father, spouse, Registered Domestic Partner, domestic partner (affidavit on file), sister, brother, child (biological, adopted, foster, step-child, or the child of an employee's registered domestic partner), grandparent, great-grandparent, step-grandparent, grandchild, stepmother, stepfather, father or mother-in-law, son-in-law or daughter-in-law, grandparent-in-law, great-grandparent-in-law, brother-in-law, sister-in-law, parent of registered domestic partner, a person with whom the

employee is or was in a relationship of in loco parentis or any other relative or spousal equivalent residing in the employee's immediate household, and any other relationships as defined in the Administrative Procedures Manual. The **COUNTY** shall be notified of the spousal equivalent, if applicable, in writing prior to the need for this leave. In order to receive reimbursement leave must be taken within thirty calendar (30) days of death. An employee may also be entitled to OFLA bereavement leave, which runs consecutively to COUNTY paid bereavement leave and is unpaid, unless the employee elects to use time management. OFLA bereavement leave must be taken within sixty (60) days of the death and only for those individuals recognized by OFLA as immediate family.

### **Section 7 – 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 5, Discipline and Discharge, of this Agreement.

### **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 be declared vacated.

(F) Leaves of absence shall be used only for the purpose for which they are granted.

### **Section 10 – Military Leave**

#### (A) Annual Training Leave

An employee who has been employed by the **COUNTY** for six (6) months or more and who is a member of the National Guard or of any reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed fifteen (15) days in any training year for annual active duty training. The training year coincides with the federal fiscal year. The leave shall be granted without loss of pay or other leave, and without impairment of other rights or benefits to which the employee is entitled, provided the employee received bona fide orders to active or training duty for a temporary period, provides them to the **COUNTY**, and returns to **COUNTY** position immediately upon expiration of the period for which the employee was ordered to duty. Employees may use accrued personal time or leave without pay to cover additional National Guard or reserve training leave, including weekend training.

#### (B) Military Leave While on Active Duty

Employees called for active duty will be granted leave without pay in accordance with state and federal law. See the **COUNTY**'s Administrative Procedures Manual for more information.

(C) If state or federal law changes during the life of the contract, notwithstanding (A) and (B) above, the **COUNTY** will grant military leave in accordance with the updated law.

### **Section 11 – 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 12 – 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 and medical costs.



## ARTICLE 12

### 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 identified below. Should the costs of such programs increase during the life of this Agreement, the parties agree to reopen Article 12, or new or improved benefits are instituted as a result of legislative action, such increases shall be borne by the **COUNTY**.

- (A) Employee and eligible dependent health insurance;
- (B) Employee and eligible 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. The limits of the plan shall be 66-2/3% of a gross monthly income limit of \$10,000 or (\$6,667 per month).
- (D) Employee and eligible dependent vision exam plan to be included in the health plans;
- (E) Professional liability insurance while on **COUNTY** business;
- (F) Employee accidental death and dismemberment term life insurance in the amount of twenty five thousand dollars (\$25,000) or one times (1x) annual salary, whichever is greater;
- (G) Part time employees who are regularly scheduled to work between twenty (20) and less than thirty (30) hours per week will receive employee-only health, dental and vision exam insurance. Such employees may elect to self-pay for purchase of dependent health and vision exam coverage under the COUNTY's group plan at the applicable COBRA rate. Employees within these positions on or before December 31, 2017 will continue their existing eligibility for health, dental and vision exam insurance.

#### Section 2 – Health Insurance Plan

- (A) Employees will have the choice between a point of service plan (the "Co-Pay Plan"), and the High Deductible Health Plan (HDHP) with a health savings account (HSA) or health reimbursement arrangement (HRA). Employees will have the choice among the Co-Pay Plan, or the Plus Plan, or the high deductible health plan (the "HDHP" plan) with a Health Savings Account (HSA/HRA). All three plans include coverage for a vision exam. Employees may elect to move from plan to plan during subsequent open enrollment periods.
  - (1) For all employees who elect the HDHP, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual or family, into the employee's health savings account or health reimbursement arrangement within the first five (5) business days following January 1, 2022.
  - (2) For all employees who elect the HDHP, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual or family,

- into the employee's health savings account or health reimbursement arrangement within the first five (5) business days following January 1, 2023.
- (3) For all employees who elect the HDHP, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual or family, into the employee's health savings account or health reimbursement arrangement within the first five (5) business days following January 1, 2024.
  - (4) For all employees who elect the HDHP, the **COUNTY** will deposit a prorated amount in the employee's HSA/HRA upon eligibility in their first year of employment. The HSA/HRA amount will also be adjusted and prorated for employees moving from individual to family enrollment during the year. The prorated adjustments under this paragraph will be effective the first pay period of the month following the date of eligibility.
  - (5) Under the Co-Pay plan, the co-pay for professional services is thirty-five dollars (\$35.00) per co-pay/visit.
  - (6) All employees will contribute the following toward their elected healthcare plan:
    - i. For all employees who elect the HDHP, the employee's monthly contribution is as follows: Employee Only or Employee + Other (Children/Family/Spouse or Domestic Partner) = twenty dollars (\$20.00).
    - ii. For all employees who elect the Plus Plan, the employee's monthly contribution is as follows: Employee Only = thirty dollars (\$30.00); Employee + Other (Children/Family/Spouse or Domestic Partner) = fifty dollars (\$50.00).
    - iii. For all employees who elect the Co-Pay Plan, the employee's monthly contribution is as follows: Employee Only = fifty dollars (\$50.00); Employee + Other (Children/Family/Spouse or Domestic Partner) = seventy dollars (\$70.00).
    - iv. For employees who complete the annual "Live Well" Health Risk Assessment (LWHRA), which includes a biometric screening, health history and risk assessment questionnaire and comprehensive health review, offered by the COUNTY, the COUNTY will provide a monthly "Live Well" credit of twenty dollars (\$20.00) to the employee's health contribution cost.

(B) Opt Out

- (1) The **COUNTY** will offer an "opt out" provision for employees who determine that they do not require medical and vision exam insurance coverage through the County plans.
- (2) The monthly amount that an employee would receive is \$350.00 in lieu of medical and vision exam insurance coverage. This amount will be \$175.00 for part-time employees hired on or after January 1, 2018. Effective January 1, 2022, employees hired on or after that date, or those who have not elected opt out by that date, who are already covered under **COUNTY** insurance through another eligible participant shall not be eligible for the opt-out provision.
- (3) The employee will be required to provide proof of other group coverage at the time of the declination of County medical and vision exam insurance coverage, and is

required to have continuous group medical coverage.

### **Section 3 – Retirement 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. The **COUNTY** will pay the employee's required six percent (6%) contribution for eligible employees.
- (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) The Social Security System (FICA), for enrollment purposes, only.

### **Section 4 – Retiree Health 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 eligible 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, including reduced benefits, will disqualify the employee from **COUNTY**-paid benefits and will terminate this option.

### **Section 5 – Personal Property**

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

- (A) The employee would reasonably be expected to be wearing or carrying the property in question in the performance of the employee's job.
- (B) Such loss or damage occurs during the course of employment.
- (C) The loss was not the fault of the employee.
- (D) This provision does not apply to personal vehicles, jewelry, personal cell phones or similar items.

### **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 – Fitness Membership**

The **COUNTY** shall establish an organizational membership at a local health club / gym so that employees may choose to work out on their personal time in order to maintain or improve their physical fitness. Should the service provider go out of the business or change ownership the **COUNTY** and the **UNION** agree to reopen the bargaining for this benefit.

## **ARTICLE 13**

### **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. Consistent with this provision, the **COUNTY** will provide lab coats to employees who are required to wear them.

## ARTICLE 14

### TRAINING

#### Section 1 – Employee Requests

An employee wishing training may submit a written request to the appropriate 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 9, 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 Department.
- (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

- (A) The **COUNTY** agrees to make a good faith effort to allow up to sixty (60) hours with pay per year for full time bargaining unit employees for voluntary educational training directly related to duties they may perform in their current position or positions they may promote to under this agreement that have a similar community of interest in the medical profession. Employees working less than full time will be eligible for training time proportional to their hours of employment.
- (B) The **COUNTY** further recognizes the importance of cross-training in the Public Health area and will work cooperatively with the **UNION** toward that goal.
- (C) Requests for training will receive a timely response, not later than fourteen (14) days after the date they are received.

- (D) The **COUNTY** agrees to reimburse Nurse Practitioners and Physician Assistants up to two thousand five hundred dollars (\$2,500.00) annually towards the costs of continuing medical education (CME) required to maintain their licensure/certification. The reimbursement amount will be prorated based on the employee's FTE for employees who work less than .75 FTE.
- (E) The **COUNTY** agrees to reimburse Senior Expanded Practice Dental Hygienists and Expanded Practice Dental Hygienists up to one thousand five hundred dollars (\$1,500.00) annually towards the costs of continuing medical education (CME) required to maintain their Expanded Practice Dental Hygienist permit. The reimbursement amount will be prorated based on the employee's FTE for employees who work less than .75 FTE.

### **Section 5 – Training for Certified Medical Assistants or Nurses**

If a Certified Medical Assistant is working toward a nursing degree or nurses working toward an advanced nursing degree, the **COUNTY** agrees to reasonably accommodate the employee's need to attend classes during the work day, by either allowing the employee to take paid leave time or flex working hours.

**ARTICLE 15**

**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 16**

**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) At the time of layoff, the employee will designate how they wish to receive recall notices. The options are: electronic notification via personal email, or certified letter via United States Postal Service (USPS).
  - (3) 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 via their choice of notification method, and if that is by USPS, the notice will go to the last address on file or their current **COUNTY** work place. If being sent via USPS, the notice shall be in a sealed envelope and delivered in a format where delivery can be verified by the recipient's signature.
  - (4) Human Resources staff will maintain a file on all recall candidates for secondary recall (recall to a position other than the classification from which the employee was laid off). If there are no primary recall candidates for a vacant position, Human Resources will send all employees eligible for secondary recall a notice including a description of the job and a supplemental scoring 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.

- (5) 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.
- (6) Human Resources will continue notifying all employees on layoff status on the recall list of employment opportunities as provided in Section 3 herein. However, a recall candidate may request to be removed from the list under secondary recall and forfeit any future secondary recall rights. The **COUNTY** will notify the union of the candidate's request for removal.

(B) Employees' responsibilities include:

- (1) Employees must notify Human Resources of changes in address, phone number or any other change which would prevent Human Resources from being able to contact the employee when a position becomes available (except for those working for Lane **COUNTY**).
- (2) Employees must respond within five (5) business days from the documented date of receipt of notice of 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.

#### **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**

A classification series is a group of classifications with similar duties of increasing complexity and responsibility which comprise the normal promotional progression within an occupation or discipline, for example: Community Health Nurse 1, Community Health Nurse 2; Expanded Practice Dental Hygienist, Sr. Expanded Practice Dental Hygienist. The groupings set forth in Appendix B shall be considered the classification series.

For the purpose of layoff and recall, both the **COUNTY** and the **UNION** recognize the separate classifications and classification series set forth in Appendix B.

**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 11, 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 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 17

### 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), ORS 243.698 shall apply.

#### 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 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, Behavioral 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 Manager.
- (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 18**

### **EXPANDED PRACTICE DENTAL HYGIENISTS**

Effective January 1, 2018 the following shall apply to employees classified as part-time Expanded Practice Dental Hygienist (EPDH) and Senior Expanded Practice Dental Hygienist (SEPDH). It is understood that employees in these classifications will retain all rights provided in this Agreement, unless expressed otherwise in this Article.

#### **Section 1 – Hours of Work and Seasonal Schedule**

- (A) Employees classified as part-time EPDH and SPDH must work over twenty (20) hours per work week and therefore will not be required to reapply at the beginning of each fiscal year. Employees in these classifications will normally work weeks scheduled in accordance with the public school districts of Lane County. Employees in these classifications will be placed in a leave without pay status (LWOP) for the weeks in which there are no regular school sessions.
- (B) Employees that are unable to work their set schedule of hours in a work week will need to use time management (TM) to supplement up to the scheduled hours. However, employees are eligible to request leave without pay (LWOP) for the weeks in which there are no regular school session. These sessions are identified as Spring Break, Summer Break and Winter Break. In the event school is closed to due to inclement weather, employees will be able to use TM or LWOP in accordance with the County's Inclement Weather Policy.
- (C) The parties recognize there may be times where the County requests the employee to work in excess of their regularly scheduled hours in a week referenced in paragraph (A) above. Employee will not be eligible to use TM in excess of their regular scheduled hours per week referenced in paragraph (A) above, regardless of the varied hours in the workweek.
- (D) Employees will be paid for holidays outlined in Article 11, Section 1 of this Agreement based upon their regularly scheduled hours. These holidays will be paid regardless if the employee is in a LWOP status or not as a result of school session breaks. If the employee is in LWOP, the holiday will be paid on their next regularly scheduled paycheck for hours worked.

#### **Section 2 – Insurance**

Employees in these classifications will receive benefits in accordance with Article 12, Section 1 (G) of this Agreement for proration of part-time employee benefits. For the months in which these employees are in an LWOP status the **COUNTY** will continue any provided or employee elected benefits as would be received in active status. Any contributions made by the employee will go into arrearage and will be collected from the next pay check upon return to active status.

**Section 3 – Seniority**

For the purposes of layoff and recall employees in these classifications will retain bumping rights limited to the part-time EPDH and SEPDH.

**ARTICLE 19**

**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, 2024 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, 2024, 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 7th day of  
February, 2022, ~~2021~~.

**FOR THE COUNTY**


  
\_\_\_\_\_  
Steve Mokrohisky  
County Administrator


  
\_\_\_\_\_  
Inga Wood  
Labor Relations Manager

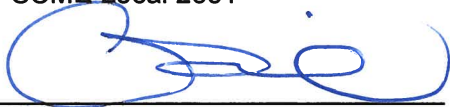
Member/Steward

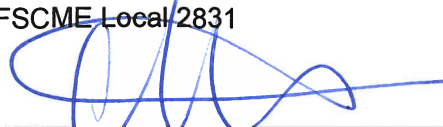
**FOR THE UNION**


  
\_\_\_\_\_  
Jim Steiner  
Council Representative  
Oregon AFSCME Council 75

  
\_\_\_\_\_  
LaRece Rivera, President  
AFSCME Local 2831

  
\_\_\_\_\_  
Pat Dotson, First Vice President/Chief Steward  
AFSCME Local 2831

  
\_\_\_\_\_  
Charity Aguirre, Executive Board  
AFSCME Local 2831

  
\_\_\_\_\_  
Christine Yonkers, Member  
AFSCME Local 2831

  
\_\_\_\_\_  
Karen Blundon, Member  
AFSCME Local 2831

**APPENDIX A**

**Flex-Staffed Classification Series**

Medical Assistant 1  
Medical Assistant 2

Community Health Nurse 1  
Community Health Nurse 2

**APPENDIX B**  
**Classifications**

Certified Medication Aide  
Corrections Health Nurse  
Dental Assistant  
Juvenile Justice System Nurse  
Licensed Practical Nurse  
Mental Health Nurse  
Nurse Practitioner - ARNP  
Patient Care Coordinator  
Physician Assistant

**Classification Series:**

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Community Health Nurse 2  
Community Health Nurse 1

---

Expanded Practice Dental Hygienist, Sr  
Expanded Practice Dental Hygienist

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Medical Assistant 2  
Medical Assistant 1

**APPENDIX C**

**Bilingual Classifications**

Community Health Nurse 1 – Bilingual  
Community Health Nurse 2 – Bilingual  
Licensed Practical Nurse – Bilingual  
Medical Assistant 1 & 2 – Bilingual  
Nurse Practitioner - Bilingual  
Patient Care Coordinator – Bilingual  
Physician Assistant – Bilingual

## APPENDIX D

### **Section 1 - Procedure for Information Requests**

This procedure applies to requests made by the **UNION** or the **COUNTY** for information. The intent of these procedures is to address information requests issued by the **UNION** to the **COUNTY**, as well as information requests issued by the **COUNTY** to the **UNION**. The terms **UNION** and **COUNTY** should be read to be interchangeable with one another depending on who makes the request for information, except where context indicates otherwise.

### **Section 2 - Disciplinary Matters**

- (A) Upon request by the **UNION**, when there is a disciplinary matter involving a **UNION** represented employee, the **COUNTY** shall provide the **UNION** with a complete copy of the final investigation report relied on by the **COUNTY**, including supporting documents, at no charge to the **UNION**.
- (B) If the **UNION** requests information in addition to those documents described in (A) of this section, the parties shall utilize the procedures set forth in Section 3 below.

### **Section 3 - Contract Disputes & Collective Bargaining**

- (A) When the **UNION** issues an information request related to a contract grievance, potential contract grievance, or collective bargaining, the **COUNTY** shall make a good faith effort to provide the information as efficiently as possible to avoid the needs for charges. In addition, if the **COUNTY** estimates that it will take more than one hundred (100) copied pages or one (1) hour of staff time to respond to an information request, the **COUNTY** shall make a good faith effort to accurately estimate the time that it will take to compile and produce the requested information.
- (B) If the **COUNTY** estimates that it will take less than one hundred (100) pages or one (1) hour of staff time to respond to an information request, the **COUNTY** will produce the information the **UNION** without charging for the information.
- (C) If the **COUNTY** estimates that it will take more than one hundred (100) pages or one (1) hour of staff time to respond to an information request, the **COUNTY** shall immediately notify the **UNION**. The parties shall thereafter meet to discuss the matter. During the meeting, the parties shall discuss possible ways that the **UNION**'s information request can be narrowed or modified. The parties shall also discuss how the **COUNTY**'s records are organized, who will be involved in compiling the records, estimates on the time and expense of compiling the requested records, and whether there are steps that can be reasonably taken to reduce the time or administrative burden of responding to the request. In cases in which the **UNION** will be charged for paper copies, the parties will also discuss topics involving the manner of production, including but not limited to, conscious pagination and correspondence to and from the **UNION**.
- (D) After the meeting discussed in paragraph (C) of this section, the **COUNTY** may impose charges for the information consistent with the discussion of the parties during the meeting and the applicable portions of the Collective Bargaining Agreement. If, after the meeting, the **COUNTY** determines that the time and cost estimates it discussed during the meeting were underestimated by twenty percent (20%) or more, the **COUNTY** shall immediately notify the **UNION** and reconvene the meeting, if requested by the **UNION**.
- (E) The default document production between the parties will be electronic production of documents via e-mail. Documents that are too large or voluminous to be sent via email may be produced via electronic

media (CD, disc drive, etc.) supplied by the receiving party and approved by Lane County Technology Services (or the **UNION**'s equivalent). For documents produced via e-mail or electronic media, the receiving party will not be charge a fee for paper copies unless: 1) the receiving party specifically requests the production of the documents in hard copy; or 2) electronic delivery is unavailable as a result of a technological issue of the producing party relating to the specific type of data or information requested.

- (F) When paper production of documents is made by request or necessity, charges may be imposed for copy charges consistent with the public record fee schedule.
- (G) In all cases, the **COUNTY** shall exercise care when preparing responses to information requests so as to ensure that charges assessed to the **UNION** are reasonable. The **COUNTY** shall also avoid charging the **UNION** for internal review of information request responses by HR personnel, paralegals, and attorneys not directly involved in the original compilation of responsive documents. However, if HIPPA protected information needs to be redacted from documents, the **UNION** may be charged for the staff time it takes to redact beyond one (1) hour.
- (H) Notwithstanding paragraphs (A)-(G) of this section, if at arbitration, the **COUNTY** submits exhibits in its case-in-chief that include documents that charged the **UNION** to compile, upon **UNION** request the **COUNTY** shall issue a pro rata refund to the **UNION** for those documents.

#### **Section 4 – Confidentiality**

- (A) The **COUNTY** shall provide reasonable advance notice to the **UNION** if the **UNION** requests information that the **COUNTY** believes is confidential under state or federal law. Such notice shall state the legal authority upon which the **COUNTY**'s claim of confidentiality is based.
- (B) If the information request requires the **COUNTY** to produce information that is or may be confidential and:
  - (1) The confidential information relates to the employees represented by the **UNION** - the information shall be released to the **UNION** without redactions after the **UNION** supplies the **COUNTY** with a release signed by the employee(s) involved. No release shall be necessary for the **UNION** to obtain routine information and payroll data, including the home addresses, phone numbers, and wage information about represented employees, contingent upon authority from the Employment Relations Board or under PECBA entitling the **UNION** to this information and no request from the employee that this information not be disclosed.
  - (2) The information is sought in the context of a matter pending arbitration - the parties shall execute a Stipulated Protective Order (SPO) in the form set forth in Exhibit A. The requested records and information shall thereafter be produced to the **UNION** without redactions, including but not limited to, third-party HIPPA information, except in situations where state or federal law specifically prohibits the production of the unredacted information under the SPO. The parties intent this exception to be very limited, and apply to situation where confidential information is requested and there is specific state or federal authority providing that the information may not be disclosed even with a court, arbitrator, or administrative order compelling the production.
  - (3) There is no pending arbitration linked to the information request – the parties shall execute a Stipulated Protective Agreement (SPA) in the form set forth is Exhibit B. The requested records and information shall thereafter be produced to the **UNION** without redactions, except in situations in which state or federal law prohibits the production of the information. The parties intend this exception to be limited, and apply most often to cases involving HIPPA protected materials under

which disclosure may not occur unless there is a court, arbitrator, or administrative order compelling the production.

- (4) The confidential information is protected by HIPPA but relevant to a pending disciplinary matter that has not yet been advanced to arbitration – the **UNION** may elect to have the **COUNTY** redact HIPPA protected information so that relevant documents and excerpts of documents may be produced to the **UNION**. The **COUNTY** may charge the **UNION** for staff time exceeding one (1) hour spent redacting the HIPPA protected information from documents.
- (C) The **UNION**'s execution of an SPO or SPA does not waive or preclude the **UNION**'s right to challenge the **COUNTY**'s assertion of confidentiality.
- (D) The **COUNTY** shall make a good faith effort to mark records containing confidential information "confidential". Records containing social security numbers, driver's license numbers, personal addresses and phone numbers, bank routing information, and birthdates of third parties shall be treated as confidential regardless of whether the page or pages have been marked confidential.
- (E) The parties shall make a good faith effort to accurately make confidentiality assertions and resolve confidentiality disputes at the lowest level. Disputes about the confidentiality of records that cannot be resolved between the parties should be handled as follows:
  - (1) In discipline cases: arbitrators selected by the parties to hear disputes about the discipline shall resolve disputes about the confidentiality of records.
  - (2) In all other situations: the requesting party may file an unfair labor practice complaint alleging violation of the producing party's obligations under this agreement.
- (F) In no scenario shall disputes about confidentiality or delays in executing SPAs and SPOs delay the **COUNTY**'s obligation to produce non-confidential records.

### **Section 5 – Additional Terms**

- (A) Upon production of requested documents, the producing party shall provide the receiving party with an itemized statement that includes the names of people who worked on the request, the time spent on the request by each person, each person's salary rate, and each person's fully benefitted rate under the **COUNTY**'s fee schedule (where applicable). The itemized statement shall be produced at no additional charge to the receiving party.
- (B) Itemized statement shall only be required when the producing party seeks to charge for some or all of the response to the information request. Itemized statement are a condition precedent to the receiving party's obligation to pay.

**EXHIBIT A**  
Template – Stipulated Protective Order  
IN ARBITRATION PROCEEDINGS

<p>In the Matter of Controversy Between</p> <p>AFSCME Local 2831, Union,</p> <p>and</p> <p>Lane County, Employer</p> <p>Re: *****</p>	<p>STIPULATED MOTION FOR PROTECTIVE ORDER AND STIPULATED PROTECTIVE ORDER</p>
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Oregon AFSCME Local 2831 (the “Union”) has submitted to Lane County (the “Employer”) a request for information in connection with this pending grievance arbitration. The parties agree that the Union’s request for information, submitted to the Employer pursuant to the Public Employee Collective Bargaining Act, ORS 243.650 to 243.782, requires the Employer to produce, among other items, confidential information and documents. Employer contends that it cannot produce such information to the Union unless (a) the documents and confidential information within the documents remain confidential and are protected against unrestricted disclosure and use, and (b) the documents are returned to the Employer at the conclusion of this matter.

By and through their respective attorneys, in order to facilitate the Employer’s production of documents and information to the Union as required by the Public Employee Collective Bargaining Act, the Union and the Employer move for a protective order, as set forth below, to protect the confidentiality of documents and information produced by the Union to the Employer, relating to the following:

- i. [insert description of documents]

Based on the stipulation of the parties, the Arbitration ORDERS as follows:

**PROTECTIVE ORDER**

It is hereby ORDERED that the following conditions and requirements apply to the parties’ disclosure and use of confidential documents in this grievance pending arbitration:



1. All individually identifiable health information, all confidential documents and material of the Employer as described in this document, and any other confidential information the Employer designates as confidential (hereinafter "Confidential Information") shall be produced to the Union in this matter in accordance with the terms of this Order.

2. The Employer will designate documents or information as confidential and subject to this protective order by stamping such documents a "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER," or by notifying the Union in writing or by email that particular documents or categories of documents are confidential and subject to this protective order, or by so designating testimony.

3. The Union, including its counsel and counsel's staff, may use Confidential Information only for purposes of this grievance and any arbitration, administrative, or judicial proceeding that results directly from this grievance. The Union, including its counsel and counsel's staff, shall not use or disclose Confidential Information for any purpose other than in conjunction with the above-captioned grievance or during any arbitration, administrative, or judicial proceeding that results directly from this grievance. At the conclusion of the arbitration proceeding, if the Union wishes to retain Confidential Information for use in a subsequent related administrative or judicial proceeding, the parties will agree to enter into a Stipulated Protective Agreement covering that information which will continue until a Stipulated Protective Order can be secured in the judicial or administrative proceeding. No Confidential Information, including any photocopies, may be disclosed or distributed to any third party, other than to the grievant and witnesses in this matter, absent express written permission from opposing counsel or order of the Arbitrator.

4. Confidential Information may be shown to the individual grievant and to witnesses, but neither party may give a copy of Confidential Information to the grievant or to the individual witnesses unless the receipt is otherwise entitled (a) by law, or (b) as part of the recipient's employment duties to obtain or possess a copy of any document that comprises or contains Confidential Information. The individual grievant and witnesses shall not disclose any Confidential Information to any person or other third party.

5. All Confidential Information produced by the Employer to the Union and all copies thereof shall be returned by the Union, its counsel, counsel's staff, and the arbitrator to the undersigned attorney of the Employer as of the date the arbitration in this matter is fully resolved, or the date the grievance is withdrawn, or the date this matter is otherwise resolved. The parties shall also return or destroy all other materials, memoranda, or documents containing Confidential Information. Attorneys shall be permitted to keep intact and maintain their work product as part of their file. "Work product" does not include comments, notations, etc. made on Confidential Information documents. The returning parties agree to sign a declaration declaring all Confidential Information documents have been returned and/or destroyed.

6. The parties shall confer in good faith regarding any additional confidentiality protections the Employer requests to preserve the confidentiality of Employer documents and information and any confidential reports and material of the Employer.

7. Any person to whom disclosure of Confidential Information is made shall be advised of the provisions of this Order, shall be given a copy of the Order and shall agree to not disclose the Confidential Information and be subject to the provisions of this Order that require all Confidential Information be held in confidence and not be used for any purpose other than this matter.

8. The provisions of this Order shall be without prejudice to the right of a party to bring before the Arbitrator the question of whether any particular information is or is not confidential, or has been appropriately designated as Confidential Information. Upon such hearing, the party asserting confidentiality shall have the burden of establishing the same. All information properly designated as Confidential Information shall be deemed and treated as such until or unless the Arbitrator determines otherwise.

9. The provisions of this Order shall apply upon the earliest date of signature below by counsel for the parties. The parties agree that facsimile/PDF transmitted signatures, including those transmitted on separate photocopied pages of this document, are to be treated as original signatures.

**EXHIBIT B**

Template – Stipulated Protective Agreement

<p>In the Matter of Controversy Between</p> <p>AFSCME Local 2831, Union,</p> <p>and</p> <p>Lane County, Employer</p> <p>Re: *****</p>	<p>STIPULATED PROTECTIVE AGREEMENT</p>
---	--

Oregon AFSCME Local 2831 (the “Union”) has submitted to Lane County (the “Employer”) a request for information in connection with this matter. The parties agree that the Union’s request for information, submitted to the Employer pursuant to the Public Employee Collective Bargaining Act, ORS 243.650 to 243.782, requires the Employer to produce, among other items, confidential information and documents. Employer contends that it cannot produce such information to the Union unless (a) the documents and confidential information within the documents remain confidential and are protected against unrestricted disclosure and use, and (b) the documents are returned to the Employer at the conclusion of this matter.

By and through their respective attorneys, in order to facilitate the Employer’s production of documents and information to the Union as required by the Public Employee Collective Bargaining Act, the Union and the Employer agree, as set forth below, to protect the confidentiality of documents and information produced by the Union to the Employer, relating to the following:

- i. [insert description of documents]

It is hereby AGREED that the following conditions and requirements apply to the parties’ disclosure and use of confidential documents in this grievance pending arbitration:

1. All individually identifiable health information, all confidential documents and material of the Employer as described in this document, and any other confidential information the Employer designates as confidential (hereinafter “Confidential Information”) shall be produced to the Union in this matter in accordance with the terms of this Order.

2. The Employer will designate documents or information as confidential and subject to this protective order by stamping such documents a “CONFIDENTIAL – SUBJECT TO PROTECTIVE

ORDER,” or by notifying the Union in writing or by email that particular documents or categories of documents are confidential and subject to this protective agreement, or by so designating testimony.

3. The Union, including its counsel and counsel’s staff, may use Confidential Information only for purposes of this matter/ grievance and any arbitration, administrative, or judicial proceeding that results directly from this grievance. The Union, including its counsel and counsel’s staff, shall not use or disclose Confidential Information for any purpose other than in conjunction with the above-captioned grievance or during any arbitration, administrative, or judicial proceeding that results directly from this grievance. No Confidential Information, including any photocopies, may be disclosed or distributed to any third party, other than to the grievant and witnesses in this matter, absent express written permission from opposing counsel or order of the Arbitrator.

4. Confidential Information may be shown to the individual grievant and to witnesses, but neither party may give a copy of Confidential Information to the grievant or to the individual witnesses unless the receipt is otherwise entitled (a) by law, or (b) as part of the recipient’s employment duties to obtain or possess a copy of any document that comprises or contains Confidential Information. The individual grievant and witnesses shall not disclose any Confidential Information to any person or other third party.

5. All Confidential Information produced by the Employer to the Union and all copies thereof shall be returned by the Union, its counsel, counsel’s staff, and the arbitrator to the undersigned attorney of the Employer as of the date the arbitration in this matter is fully resolved, or the date the grievance is withdrawn, or the date this matter is otherwise resolved. The parties shall also return or destroy all other materials, memoranda, or documents containing Confidential Information. Attorneys shall be permitted to keep intact and maintain their work product as part of their file. “Work product” does not include comments, notations, etc. made on Confidential Information documents. The returning parties agree to sign a declaration declaring all Confidential Information documents have been returned and/or destroyed.

6. The parties shall confer in good faith regarding any additional confidentiality protections the Employer requests to preserve the confidentiality of Employer documents and information and any confidential reports and material of the Employer.

7. Any person to whom disclosure of Confidential Information is made shall be advised of the provisions of this Agreement, shall be given a copy of the Agreement and shall agree to not disclose the Confidential Information and be subject to the provisions of this Agreement that require all Confidential Information be held in confidence and not be used for any purpose other than this matter.

8. The provisions of this Order shall be without prejudice to the right of a party to bring before the Arbitrator or other appropriate decision maker the question of whether any particular information is or is not confidential, or has been appropriately designated as Confidential Information. Upon such hearing, the party asserting confidentiality shall have the burden of establishing the same. All information properly designated as Confidential Information shall be deemed and treated as such until or unless the Arbitrator or decision maker determines otherwise.

9. The provisions of this Order shall apply upon the earliest date of signature below by counsel for the parties. The parties agree that facsimile/PDF transmitted signatures, including those transmitted on separate photocopied pages of this document, are to be treated as original signatures.

**SCHEDULE A**

Lane County  
HUMAN RESOURCES DEPARTMENT  
COMPENSATION PLAN EFFECTIVE 12/13/2021  
SALARY ADMIN PLAN: ANG  
SORTED BY JOB CODE DESCRIPTION

BGU	SAL PLAN	GRADE	*=Jobcode JOB CODE	exempted from paid overtime TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
02	ANG	016	B051	Certified Medication Aide	18.70	19.38	20.10	20.84	21.61	22.42	23.24	24.08	25.00
02	ANG	035	B067	Community Health Nurse 1	29.89	30.97	32.12	33.30	34.55	35.82	37.15	38.51	39.95
02	ANG	037	B067B	Community Health Nurse 1-Bil	31.37	32.52	33.74	34.99	36.27	37.63	39.02	40.47	41.96
02	ANG	042	B022	Community Health Nurse 2	35.49	36.81	38.15	39.56	41.01	42.53	44.13	45.72	47.43
02	ANG	044	B022B	Community Health Nurse 2-Bil	37.28	38.66	40.10	41.60	43.11	44.70	46.37	48.09	49.86
02	ANG	041	B024	Corrections Health Nurse	34.63	35.90	37.21	38.60	40.05	41.51	43.06	44.66	46.31
02	ANG	018	B066	Dental Assistant	19.65	20.38	21.13	21.90	22.72	23.56	24.45	25.32	26.24
02	ANG	045	B069	Exp Pract Dental Hygienist, Sr	38.22	39.61	41.08	42.61	44.19	45.82	47.52	49.27	51.11
02	ANG	042	B061	Expand Pract Dental Hygienist	35.49	36.81	38.15	39.56	41.01	42.53	44.13	45.72	47.43
02	ANG	041	B071N	Juv Just System Nurse (Ret)	34.63	35.90	37.21	38.60	40.05	41.51	43.06	44.66	46.31
02	ANG	041	B071	Juvenile Justice System Nurse	34.63	35.90	37.21	38.60	40.05	41.51	43.06	44.66	46.31
02	ANG	026	B021	Licensed Practical Nurse	23.92	24.79	25.70	26.66	27.68	28.65	29.71	30.80	31.96
02	ANG	028	B021B	Licensed Practical Nurse-Bil	25.12	26.07	27.00	27.98	29.05	30.11	31.23	32.40	33.60
02	ANG	039	B025	Mental Health Nurse	32.95	34.18	35.45	36.78	38.12	39.53	40.96	42.50	44.06
02	ANG	056	B023	Nurse Practitioner	50.12	51.97	53.92	55.90	57.96	60.11	62.34	64.66	67.05
02	ANG	058	B023B	Nurse Practitioner-Bil	52.65	54.60	56.63	58.70	60.89	63.15	65.49	67.90	70.42
02	ANG	053	B049	Nurse Practitioner-Corrections	46.54	48.27	50.05	51.90	53.82	55.80	57.87	60.02	62.22
02	ANG	059	B072B	Nurse Practitioner-MH Bil	53.98	55.97	58.04	60.19	62.42	64.72	67.13	69.60	72.21
02	ANG	057	B072	Nurse Practitioner-Mental Hlth	51.38	53.30	55.25	57.31	59.45	61.63	63.91	66.28	68.73
02	ANG	027	B079	Patient Care Coordinator	24.52	25.42	26.34	27.35	28.36	29.42	30.49	31.63	32.78
02	ANG	029	B079B	Patient Care Coordinator-Bil	25.72	26.68	27.70	28.69	29.76	30.84	32.01	33.19	34.43
02	ANG	055	B078	Physician Assistant	48.90	50.73	52.57	54.55	56.53	58.64	60.83	63.09	65.43
02	ANG	057	B078B	Physician Assistant - Bil	51.38	53.30	55.25	57.31	59.45	61.63	63.91	66.28	68.73

Lane County  
HUMAN RESOURCES DEPARTMENT  
COMPENSATION PLAN EFFECTIVE 12/13/2021  
SALARY ADMIN PLAN: AMA  
SORTED BY JOBCODE DESCRIPTION

BGU	SAL PLAN	GRADE	*=Jobcode JOBCODE	exempted from paid overtime TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
02	AMA	019	B065	Medical Assistant 1	18.84	19.53	20.27	21.02	21.78	22.58	23.45	24.29	25.17
02	AMA	021	B065B	Medical Assistant 1-Bil	19.83	20.54	21.30	22.09	22.91	23.74	24.61	25.53	26.46
02	AMA	022	B060	Medical Assistant 2	20.33	21.05	21.83	22.65	23.48	24.34	25.21	26.15	27.14
02	AMA	024	B060B	Medical Assistant 2-Bil	21.35	22.12	22.94	23.81	24.66	25.56	26.49	27.48	28.52