

ARTICLE XIII13

SAFETY

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Section 1 – Safety Policy

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

Section 2 – Unsafe Acts

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

Section 3 – Safety Recommendations and Committee

(A) The **COUNTY** and the **UNION** agree to participate in a **COUNTY**-wide Joint Safety and Health Committee to discuss issues of mutual concern and make recommendations to the **COUNTY** Administrator and Department ~~Heads~~ Directors regarding the safety and health of **COUNTY** Employees. The committee shall be composed of an equal number of management and **UNION** representatives, not to exceed three (3) AFSCME representatives. The **UNION** representatives shall be selected by the **UNION**.

- (1) The **COUNTY**-wide Joint Safety and Health Committee:
 - (a) Shall meet ~~at least once every month~~ twice per quarter;
 - (b) May make periodic inspections of the **COUNTY**'s facilities as it deems necessary;
 - (c) May make recommendations for the correction of unsafe or harmful conditions and the elimination of unsafe or harmful working practices;
 - (d) May review and analyze summary reports relating to the causes of any industrial injury or illness, investigate the causes of same, and recommend rules and procedures for the prevention of accidents and disease and for the promotion of the health and safety of employees;
 - (e) May promote health and safety education;
 - (f) May initiate an investigation on any worker exposure to potentially dangerous substances, fumes, noise, dust, etc.;
 - (g) Shall be notified of any proposed measurement of worker exposure to any potentially dangerous conditions and review the measurement procedures;
 - (h) Shall receive in writing the identification of any potentially toxic substance to which the workers are exposed together with material Safety Data Sheets (SDS).

- (2) To the extent required by law, a **UNION** and management representative of the Committee will be allowed to be present on any safety inspection conducted under the auspices of the State Workers' Compensation Department or its successor. Such representatives may request to be present at any related closing conference. Such request will be directed to the Risk Manager.
- (3) Employees engaged in activities covered by subsection (A) of this Section, shall do so during their normal working hours without loss of pay.
- (B) The **COUNTY**-wide Joint Safety and Health Committee shall develop a Safety Recommendation System whereby employees may make a recommendation concerning a perceived unsafe condition, and shall receive notice of action taken.

Section 4 – Protective Clothing and Tools

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

Section 5 – Boot Allowance

~~Effective the first full pay period following July 1, 2014 t~~The **COUNTY** shall ~~provide reimburse, with proof of actual purchase, non-probationary and promotional probationary~~ employees ~~up to one~~two-hundred and ~~seventy-five~~ dollars (\$~~175~~200.00) annually for safety boots for the ~~following~~ classifications ~~below, provided the footwear meets applicable protective safety requirements as determined by the Lane County Human Resources Safety Specialist.~~

Maintenance Specialist 1
Maintenance Specialist 2
Maintenance Specialist 3
Landscape Technician
Lane Events Center Maintenance Specialist
Lane Events Center Maintenance Worker
Environmental Health Specialist at Public Works
Environmental Health Specialist 2 (assigned to and performing field duties in the sub-surface sanitation program)
Stores Clerk at Warehouse
Animal Welfare Officer
Senior Animal Welfare Officer

Appraisers (assigned to and performing field duties)
Juvenile Justice Specialist (assigned to Youth Services work crews)
Community Service Workers (assigned to Youth Services work crews)

ARTICLE XIV14

TRAINING

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Section 1 – Employee Requests

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

Section 2 – Required Training

When an employee is required by the COUNTY to take work-related training, the employee shall be granted release time with pay for such training if it occurs during working hours. When an employee is required to take work-related training during non-working hours, the employee shall be granted overtime pay or compensating time off subject to Article IX9, Hours of Work and Overtime. For the purposes of this provision, overtime shall include reasonable time spent in travel. Appropriate costs for such training shall be borne by the COUNTY.

Section 3 – Training Proposals

- (A) An employee, group of employees, or the UNION on behalf of the members of the bargaining unit may present a training proposal to the 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 – Changes in Job Requirement

When there is a substantive change in the knowledge, skills, and abilities required for a position due to technology, licensures, programmatic, or similar changes, the COUNTY agrees to provide employees a reasonable amount of time to meet the new requirements. Generally, six (6) months will be considered a reasonable period of time.

Section 5 – Mental Health Specialists

The COUNTY agrees to reimburse employees in Mental Health Specialist 1 classifications for costs related to individual supervision for obtaining licensure required to promote to a Mental Health Specialist 2 classification under the following conditions:

- (A) Reimbursement for individual supervision will not exceed \$3,000.00;
- (B) Employees will be reimbursed once they provide verification of licensure from the State of Oregon;

- (C) Employees must provide detailed receipts for the hours and supervision received;
- (D) Employees will only receive reimbursement for individual supervision while they have been a COUNTY employee;
- (E) Employees will only be reimbursed for up to one-half of the total supervision hours required for licensure, with the COUNTY providing employees the opportunity for the balance of supervision to occur in a group setting.
- (F) Employees who voluntarily leave COUNTY service within two (2) years of reimbursement will reimburse the COUNTY in accordance with the following schedule:
 - (1) 100% if separation occurs before completing one (1) year of employment after reimbursement.
 - (2) 50% if separation occurs after one (1) year and before eighteen (18) months of employment after reimbursement.
 - (3) 25% if separation occurs after eighteen months (18) and before two (2) years of employment after reimbursement.
- (G) Employee will sign an authorization form to allow for deduction of funds in accordance with repayment schedule to be deducted from their final paycheck and agreement to pay any amount not covered by the final paycheck.