

Lane County
and
American Federation of State, County and Municipal Employees, Local 2831-General Unit

The COUNTY and the UNION agree to the following non-substantive changes in the successor agreement to the 2014-2017 collective bargaining agreement:

1. Change all Roman numeral numbering system and references to the Arabic numbering system.
2. Correct all spelling errors.
3. Make all references in the contract from he/she, him/her, his/hers to gender neutral references.

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County to Union – 3/1/2017
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PREAMBLE

Section 1 – Purpose

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

Section 2 – Applicability

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

Section 3 – Gender

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

Section 4-3 – 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.

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

Section 2 – Uniform Application

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

Section 3 – Exercise of Rights

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

Section 4 – Contracting Out

It is the general policy of the **COUNTY** to utilize its employees to perform work consistent with their job classifications. However, the **COUNTY** reserves the right to contract out any work that in its sole discretion it deems necessary.

- (A) Prior to making its final determination, the **COUNTY** agrees to notify the **UNION** in writing, and upon timely written request of the **UNION** (within fourteen (14) days), follow the provisions of Article ~~XV~~#17, Section 1 - Change in Conditions prior to implementing any decision to contract out bargaining unit work.

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ARTICLE III

DUES DEDUCTION/FAIR SHARE

Section 1 – Fair Share and Religious Exemption

- (A) It shall be a condition of employment that all employees covered by this Agreement shall, on the thirty-first day following employment, either become members of the **UNION**, or shall pay the full lawful amount specified by the **UNION** in lieu of **UNION** dues to the **UNION** except as expressly modified in Paragraph (B) below.
- (B) Employees covered by this Agreement may choose non-association with the **UNION** based on bona fide religious ~~tenants-tenets~~ or teaching of a church or religious body of which such employee is a member. Such employee must request the exemption under the **UNION** policy and procedure in effect. If an employee's request for religious exemption is granted, the employee will pay the **UNION** an amount of money equivalent to regular union dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the **UNION**. If the employee pays the charity directly, the employee must furnish written proof of payment to both the **UNION** and the **COUNTY** showing that this has been done.

Section 2 – Deduction of Dues and Fees

- (A) The **UNION** shall notify the **COUNTY** of the current rate of dues and fair share in lieu of fees in a timely manner, which will enable the **COUNTY** to make necessary payroll deductions as specified below.
- (B) Pursuant to Section 1, the **COUNTY** shall deduct from the paycheck for the second pay period of each month of all employees in the bargaining unit the specified amount for the payment of **UNION** membership or payment in lieu of dues, to the **UNION**. At the option of the **UNION**, instead of monthly dues deduction, the **COUNTY** shall deduct from each paycheck the specified amount for the payment of **UNION** membership or payment in lieu of dues, to the **UNION**.
- (C) 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 3 – Maintenance of Membership

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

Section 4 – Dues Transmittal/Hold Harmless

- (A) The **COUNTY** agrees to remit the aggregate deductions, together with an itemized statement to the **UNION**, by the first day of the succeeding month after such deductions are made.
- (B) The **UNION** agrees to release the **COUNTY** and save the **COUNTY** harmless from any liability

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whatsoever for performing its obligations as specified in this Article. Reasonable costs incurred in the defense of the **COUNTY** in any legal action against the **COUNTY** for implementing the provisions of this Article shall be borne by the **UNION**. The **COUNTY** agrees to cooperate fully in the defense of any claim. Nothing in this section shall be construed as to limit the **COUNTY's** obligation to deduct and transmit dues and fees to the **UNION**.

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ARTICLE ~~V~~5

DISCIPLINE AND DISCHARGE

Section 1 – Causes for Discipline

- (A) An employee who has completed the probationary period as defined in Article ~~VIII~~ 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 his/herthe 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 ~~w~~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 his/her duties. Disciplinary action may be taken for activities that take place outside of **COUNTY** premises on off-duty time only when the employee's ability and effectiveness to perform his/herthe 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 action is being taken. If, at the Department's discretion, an investigation is necessary, it shall be initiated within seven (7) calendar days from the date the **COUNTY** had, or should reasonably have had, knowledge of the occurrence and notice of charges and intended disciplinary action shall be provided to the employee within seven (7) calendar days from the date the **COUNTY** determines the investigation is complete. Calendar days shall not include any paid leave days. When the Department notifies the individual that a formal investigation is being conducted which may result in discipline, the Department will also notify the **UNION**, and advise the **UNION** of anticipated length of the investigation. This notification requirement shall not apply to informal investigations, or investigations conducted by the Sheriff, District Attorney, or any outside agency.

Section 2 – Pre-disciplinary Hearing

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

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| 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 official notification of any disciplinary action, such action shall be final, subject to the grievance procedure.

Section 4 – Extension of Time

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

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

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ARTICLE VI6

GRIEVANCE PROCEDURE

Section 1 – Purpose

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

Section 2 – Grievance Steps

(A) STEP 1

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

(B) STEP 2

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

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(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 of the Step 2 response or date when said response is due.
- (2) The Department Director, or designee, and the **COUNTY's** Labor Manager shall meet with the grievant and the designated representative no later than fifteen (15) days from receipt of the Step 3 appeal.
- (3) The Department Director shall provide the **COUNTY's** written response within fifteen (15) days from the date of the Step 3 meeting.
- (4) Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.
- (5) 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 Oregon State Employee 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 party, to be determined by lot, first striking off one of the five (5) names submitted by the State Mediation and Conciliation Service and thereafter the parties alternately striking names until one name remains.
- (B) The arbitrator shall have no authority to alter, modify, amend, vacate or change any terms or conditions of this Agreement, to substitute their judgment for that of either party in any instance where the parties have exercised their rights under the terms of this Agreement, nor shall the arbitrator decide on any condition which is not specifically treated in this Agreement.
- (C) The Award of the Arbitrator may or may not include back pay, provided however, that any back pay award shall not be in excess of the amount of wages and benefits actually lost during the period from sixty (60) days prior to the filing of the grievance and the date of implementation of the arbitrator's award, less any compensation that the employee actually received.
- (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.

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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 ~~the Courthouse 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) A grievance may be terminated at any time upon receipt of a signed statement from the employee, or duly designated representative, stating the matter is no longer at issue. A grievance settlement without **UNION** concurrence shall not prejudice any position taken by the **UNION** during the grievance proceedings.
- (F) A resolution of a grievance reached at or after Step 3 of this procedure, and approved by the Department Head, shall have the same effect as an arbitration award on the department involved.

Section 5 – Time Limits

- (A) Any time limit in this procedure may be extended for reasonable cause by mutual agreement and be binding on both parties. Such agreement, when practicable, shall be reduced to writing and signed by both parties 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.

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ARTICLE XIX19

JOINT LABOR/ MANAGEMENT CLASSIFICATION COMMITTEE

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Section 1 – Composition, Meetings and Scope

- (A) The parties shall each designate no more than three (3) representatives to serve on the Joint Labor/Management Classification Committee (JLMCC).
- (B) Normally, the JLMCC shall meet monthly. However, by consensus of its members, the JLMCC may decrease the frequency of its meetings or cancel forthcoming meetings.
- (C) The scope of the JLMCC shall be expressly limited to the following functions:
 - (1) To provide the **UNION** a medium of input on the impacts of classification reviews or reclassification requests with regards to seniority, layoff and recall and internal equity. It is expressly stipulated that the means and process by which any classification review or reclassification request is conducted shall be solely determined by Human Resources Department.
 - (2) To provide the **UNION** a medium by which it can obligate the **COUNTY** to conduct a formal classification review for a total of no more than six (6) such classification reviews in each fiscal year. The **COUNTY** shall be obligated to complete a formal review and respond to such a request prior to the adoption of a budget for the subsequent year only for those requests that are submitted on or before October 1.
 - (3) To provide the primary medium by which the **UNION** shall be apprised of classification reviews or reclassification requests that could reasonably involve incumbent employees who are represented by the **UNION**.
- (D) Minutes shall be kept of all JLMCC meetings, which shall include the parties who attend, time and place of the meeting and a summary of action taken and/or the discussion of the meeting. Minutes shall be reviewed and approved at each subsequent meeting.
- (E) JLMCC shall be expressly prohibited from the following:
 - (1) Negotiating wage ranges, wages or application dates for same. Subject to the limitations therein, such matters shall be only be addressed through the procedures provided in Article ~~X~~10, Section 3 of this Agreement.
 - (2) All other matters not expressly authorized in section (1) (C) herein.

Section 2 – Notice to the UNION and Opportunity to Inquire

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

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- (3) Periodic progress reports as to the status of requests or projects that have been subject to review.
- (B) Normally, such information shall be provided as a regular business item in each meeting of the JLMCC.
- (C) The **UNION** shall avail its participation in the JLMCC, to make timely and reasonable inquiries, normally during the next two (2) following JLMCC meetings regarding the herein referenced classification reviews or reclassification requests. In the event the **UNION** makes no inquiry, the **UNION** shall thereafter be foreclosed from making any such inquiries or requests for information.

Section 3 – Notice from the UNION to the COUNTY

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

Section 4 – Effect of JLMCC Review

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