

MEMORANDUM OF UNDERSTANDING

JOINT LABOR MANAGEMENT PART-TIME POSITION REVIEW

MOU AFG-17-14/ AFN-17-07

This Memorandum of Understanding is entered into, by and between Lane County hereinafter referred to as COUNTY, and the American Federation of State, County, and Municipal Employees (AFSCME), Local 2831-General Unit and Nurses Unit, hereinafter referred to as UNION, for the purposes of outlining a process for reviewing the use of part-time positions under the Joint Labor Management Relations Committee.

It is hereby agreed that:

1. The parties agree to resurrect the Joint Labor Management Relations Committee described under Article 17, Section 5 of the Collective Bargaining Agreement for the General Unit. As part of this process, the parties agree to make a good faith effort at attending a Labor-Management Cooperation Committee training provided by the State Conciliation Service of the Employment Relations Board.
2. In addition to the general purposes of the Committee outlined under Article 17, Section 5(B) of the Collective Bargaining Agreement for the General Unit, including but not limited to enhancement of labor/management relationships, the parties agree that a specific focus of the Committee will be a joint labor/management review of part-time positions for both units (General Unit and Nurses Unit). This review will include the use of part-time positions in both units and the operational and business need for such positions.
3. The County will make a good faith effort to maintain full-time positions and will not create part-time positions for the purpose of reducing benefits.
4. The parties agree that the part-time position review shall be on a quarterly basis.
5. This agreement in no way sets a precedent for future agreements or obligations for the COUNTY.
6. This agreement will expire June 30, 2020.
7. This agreement shall be effective following signatures of both parties.

For the UNION:

  
\_\_\_\_\_  
Jim Steiner, Council Representative  
AFSCME

10/24/17  
Date

  
\_\_\_\_\_  
LaRece Rivera, President  
AFSCME


10/24/17  
Date

For the COUNTY:

  
\_\_\_\_\_  
Inga Wood  
Lane County Labor Relations  
Manager/Interim HR Director

10/24/17  
Date







## MEMORANDUM OF UNDERSTANDING

### MID-CONTRACT MARKET REVIEWS – NURSES UNIT

MOU AFN-17-06

This Memorandum of Understanding is entered into, by and between Lane County hereinafter referred to as COUNTY, and the American Federation of State, County, and Municipal Employees (AFSCME), Local 2831-Nurses Unit, hereinafter referred to as UNION, for the purposes of outlining a process for conducting market reviews of classifications under the AFSCME Nurses Unit when the parties are not in active successor contract negotiations.

It is hereby agreed that:

1. For the first year of the successor agreement for the 2017-2020 AFSCME/Lane County contract for the Nurses Unit, AFSCME has the option of notifying the County in writing of AFSCME's election to have the County conduct a market review for classifications represented by the Unit. This notification must be received by the County no later than November 15, 2017.
2. Nothing in this MOU limits either party's ability to request market adjustments for AFSCME represented classifications during active successor contract negotiations.
3. The mid-term market classification review described under this MOU will be subject to the procedures provided below.

#### **Mid-Term Market Review Procedure**

4. The County will conduct a market analysis of the positions requested by AFSCME for review using mutually agreed upon comparators based on a total compensation analysis. The parties agree to select the comparators from the following employers: PeaceHealth, Oregon Medical Group, Benton County, Clackamas County, Lincoln County, Washington County, Marion County, Tillamook County.
5. The County will propose a wage rate based on the above described market analysis and will provide the proposed wage rate to AFSCME.
6. The rate proposed by the County for each classification requested to be reviewed shall be deemed acceptable to AFSCME at the end of the two (2) calendar weeks from the date the proposed wage rate was provided to AFSCME unless AFSCME requests the matter be submitted for a panel consideration.

#### **Panel Consideration**

7. If AFSCME requests for one or more of the market classification reviews to be submitted for a panel consideration, the following procedures shall apply:
  - a. The parties agree to forward the issue to a three (3) person panel. The panel shall consist of one (1) person selected by AFSCME and one (1) person selected by the County. The third member of the panel will be mutually agreed upon by the two (2) people selected by each party to serve on the panel. If the two (2) representatives are unable to reach agreement, the parties shall select the third panelist from a list of three (3) names previously agreed to by AFSCME and the County. The parties will alternatively strike off the list until one (1) name remains, who shall be the third member of the panel. The order of striking names will be determined by a flip of a coin.
  - b. The panel shall consider the following:

- i. Internal equity within the bargaining unit;
- ii. Job matches including classification title, duties, education and experience;
- iii. Ability to pay.

c. The panel's recommendations as to appropriate market adjustments shall be presented by the panel to the Lane County Board of Commissioners by the second board meeting in January 2018. The Lane County Board of Commissioners' decision on the appropriate market adjustment shall be final and binding on both parties.

8. Any market adjustments adopted by the Board will become effective in the first full pay period following July 1, 2018.

9. This agreement will expire June 30, 2020.


10. This agreement in no way sets a precedent for future agreements or obligations for the COUNTY.

11. This agreement shall be effective following signatures of both parties.

For the UNION:

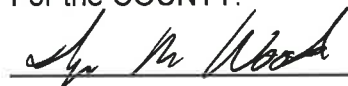
  
 \_\_\_\_\_  
 Jim Steiner, Council Representative  
 AFSCME

10/24/17  
 Date

  
 \_\_\_\_\_  
 LaRece Rivera, President  
 AFSCME

10/24/17  
 Date

For the COUNTY:

  
 \_\_\_\_\_  
 Inga Wood  
 Lane County Labor Relations  
 Manager/Interim HR Director

10/24/17  
 Date

  
 A collection of handwritten signatures and initials, including "R. Steiner", "BC", "JMG", "J. Perry", "APG", and a large circular stamp.

## MEMORANDUM OF UNDERSTANDING

### MID-CONTRACT MARKET REVIEWS – GENERAL UNIT MOU AFG-17-13

This Memorandum of Understanding is entered into, by and between Lane County hereinafter referred to as COUNTY, and the American Federation of State, County, and Municipal Employees (AFSCME), Local 2831-General Unit, hereinafter referred to as UNION, for the purposes of outlining a process for conducting market reviews of classifications under the AFSCME General Unit when the parties are not in active successor contract negotiations.

It is hereby agreed that:

1. For the first two years of the successor collective bargaining agreement for the 2017-2020 AFSCME/Lane County contract for the General Unit, AFSCME has the option of notifying the County in writing of AFSCME's election to have the County conduct a market review for certain specified classifications.
2. For the first year of the successor agreement, AFSCME's written notification to elect market reviews must be received by the County no later than November 15, 2017. For the second year of the successor agreement, AFSCME's notification of the desire for market reviews must be received by the County no later than October 1, 2018.
3. For both the 2017 and 2018 market reviews, AFSCME may request to review as many classifications as it chooses for market as long as the classifications reviewed do not constitute more than ten percent (10%) each year of the total number of employees in the AFSCME General Unit.
4. Nothing in this MOU limits either party's ability to request market adjustments for AFSCME represented classifications during active successor contract negotiations.
5. The mid-term market classification reviews described under this MOU will be subject to the procedures provided below.

#### **Mid-Term Market Review Procedure**

6. The County will conduct a market analysis of the positions requested by AFSCME for review using the comparable counties set by the Board of Commissioners based on a total compensation analysis.
7. The County will propose a wage rate based on the above described market analysis and will provide the proposed wage rate to AFSCME.
8. The rate proposed by the County for each classification requested to be reviewed shall be deemed acceptable to AFSCME at the end of the two (2) calendar weeks from the date the proposed wage rate was provided to AFSCME unless AFSCME requests the matter be submitted for a panel consideration.

#### **Panel Consideration**

9. If AFSCME requests for one or more of the market classification reviews to be submitted for a panel consideration, the following procedures shall apply:
  - a. The parties agree to forward the issue to a three (3) person panel. The panel shall consist of one (1) person selected by AFSCME and one (1) person selected by the County. The third member of the panel will be mutually agreed upon by the two (2) people selected by each party

to serve on the panel. If the two (2) representatives are unable to reach agreement, the parties shall select the third panelist from a list of three (3) names previously agreed to by AFSCME and the County. The parties will alternatively strike off the list until one (1) name remains, who shall be the third member of the panel. The order of striking names will be determined by a flip of a coin.

b. The panel shall consider the following:

- i. Internal equity within the bargaining unit;
- ii. Job matches including classification title, duties, education and experience;
- iii. Ability to pay.

c. The panel's recommendations as to appropriate market adjustments shall be presented by the panel to the Lane County Board of Commissioners by the second board meeting in January 2018. The Lane County Board of Commissioners' decision on the appropriate market adjustment shall be final and binding on both parties.

10. Any market adjustments adopted by the Board will become effective in the following fiscal year.

11. This agreement will expire June 30, 2020. The parties agree to meet prior to the expiration of this MOU to determine whether adjustments need to be made to the panel procedure and the feasibility of continuing the MOU under future contracts.

12. This agreement in no way sets a precedent for future agreements or obligations for the COUNTY.

13. This agreement shall be effective following signatures of both parties.

For the UNION:

  
\_\_\_\_\_  
Jim Steiner, Council Representative  
AFSCME

10/24/17  
Date

  
\_\_\_\_\_  
LaRece Rivera, President  
AFSCME

10/24/17  
Date

For the COUNTY:

  
\_\_\_\_\_  
Inga Wood  
Lane County Labor Relations  
Manager/Interim HR Director

10/24/17  
Date



**MEMORANDUM OF UNDERSTANDING  
AFSCME HARDSHIP FUND  
AFG-17-12  
AFN-17-05**

This Memorandum of Understanding is entered into by and between Lane County ("COUNTY") and the American Federation of State, County and Municipal Employees, Local 2831 ("AFSCME") with regard to the Lane County General bargaining unit ("AFSCME General") and Nurses bargaining unit ("AFSCME Nurses").


1. The parties have reached tentative agreements for successor contracts for both AFSCME General and AFSCME Nurses to the collective bargaining agreements that were in effect between COUNTY and AFSCME from July 1, 2014, through June 30, 2017.
2. In recognition of the agreements by the AFSCME General and AFSCME Nurses and to help defray the additional costs to members of the AFSCME bargaining units for healthcare cost changes, particularly for those employees in lower paid classifications, COUNTY agrees to pay AFSCME, on a one-time only and non-precedent setting basis, the sum of one hundred thousand dollars (\$100,000). This amount will be administered and distributed by AFSCME to AFSCME General and AFSCME Nurses bargaining unit members as determined by AFSCME in its sole discretion.
4. AFSCME and each of its bargaining unit members agree to hold the COUNTY free and harmless from any and all costs, claims or damages that may arise out of or result from the administration and/or distribution by AFSCME to the AFSCME General and AFSCME Nurses bargaining unit members of the payment to be made by COUNTY to AFSCME under this Agreement.
5. This payment will be made by COUNTY to AFSCME by the end of the first full pay period of the month following ratification of the parties' tentative agreement by the AFSCME General and AFSCME Nurses bargaining unit and the Board of County Commissioners.

For the UNION:

  
\_\_\_\_\_  
Jim Steiner, Council Representative  
AFSCME

10/24/17  
Date

For the COUNTY:

  
\_\_\_\_\_  
Inga Wood  
Lane County Labor Relations  
Manager/Interim HR Director

10/24/17  
Date

  
\_\_\_\_\_  
LaRece Rivera, President  
AFSCME

10/24/17  
Date

  
RC  
LRS  
AF  
Debra J. [unclear]





Return to Work Agreement  
MOU AFG-17-15/AFN-17-08

This Return to Work Agreement is entered into, by and between Lane County hereinafter referred to as COUNTY, and the American Federation of State, County, and Municipal Employees (AFSCME), Local 2831-General Unit and Nurses Unit, hereinafter referred to as UNION, for the purposes of employees returning to work and ending the current labor strike.


It is hereby agreed that:

1. Employees will return to work on Wednesday October 25, 2017 or later if notified by the County. Employees shall be compensated for their shifts in their entirety regardless of hours worked.
2. Employees who did not report for their normally scheduled shifts from October 18, 2017 through October 24, 2017 will not be compensated for that time unless it was pre-approved.
3. All TM that was pre-approved prior to October 18<sup>th</sup> will be honored and/or continue to be approved per the terms of the original agreement.
4. Employees on approved leaves of absence or approved medical leaves shall report to work following the expiration of such leaves.
5. Following the execution of this agreement the UNION shall notify all employees it represents that the strike has been terminated, shall immediately withdraw all pickets and advise employees to return to work pursuant to the terms of the agreement.
6. This agreement shall be effective following signatures of both parties.

For the UNION :

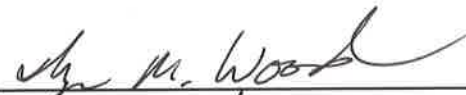
  
\_\_\_\_\_  
Jim Steiner, Council Representative  
AFSCME

10/24/17  
Date

  
\_\_\_\_\_  
LaRece Rivera, President  
AFSCME

10/24/17  
Date

For the COUNTY:

  
\_\_\_\_\_  
Inga Anrud Wood  
Lane County Labor Relations Manager

10/24/17  
Date

  
\_\_\_\_\_  
Steve Mokrohisky,  
Lane County Administrator

10-24-17  
Date

