

TA 9/8/17 County to Union 9/8  
TA 9/8/17  
AFSCME-Nurses Agreement  
2014-2017-2017-2020  
County Change 6/5/2017

**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, provided however, such rules, regulations, policies and procedures shall be fairly enforced; and to take whatever other action is deemed appropriate by the **COUNTY**, is vested exclusively in the **COUNTY** except when specifically in conflict with this Agreement.

**Section 2 - Uniform Application**

Any rule or procedure issued under the Management Rights clause shall be uniformly applied to all affected employees who are similarly situated.

**Section 3 - Contracting Out**

It is the general policy of the **COUNTY** to utilize its employees to perform work they are qualified to perform 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 ~~XIV~~ 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.

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ARTICLE VII

GENERAL PROVISIONS

Section 1 - Employee Information

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

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.

- (B) No document may be placed in an employee's personnel file without the employee's knowledge. No grievance may be filed concerning placement of non-disciplinary 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.

- (C) 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.

- ~~(A) No document shall be added to an employee's official Personnel File without the employee's knowledge. Any member of the bargaining unit may be permitted to add job-related documents pertinent to their employment to their Personnel File provided that such documentation be submitted via the appropriate Department Director. If the COUNTY and the UNION agree that any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file. Grievances shall not be placed in personnel files.~~

- ~~(B) Any bargaining unit employee who disagrees with the content of a document which is critical of that employee, placed in his/her Personnel file may:~~

~~(1) If he/she works in the Department of Public Safety, grieve the placement in the file of any critical document other than a performance evaluation.~~

~~(2) All other employees shall not have the right to grieve, but shall have the right of rebuttal and have such rebuttal document placed in their Personnel File provided such rebuttal is~~

submitted via the Department Director within thirty (30) days of the date stated on the critical document.

### Section 3 - Work Rules

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

### Section 4 - Professional Nursing Matters

~~(A)~~ A Professional Nurse Committee composed of a maximum of 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 ~~X~~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 arbitrable.

### Section 7 - Uniforms

The **COUNTY** shall ~~furnish~~ reimburse up to a maximum of ~~two hundred and fifty~~ three hundred and fifty dollars (~~\$25350.00~~) annually for reimbursement of 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 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) ~~AFSCME~~ **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) ~~Employees may purchase a parking permit for the Riverstone (Wilco) lot at the rate of \$20 per month during the life of the current AFSCME contract.~~

- ~~(2)~~ Employees assigned to work both at the Charnelton Clinic and the Riverstone Clinic will only be required to purchase a parking permit at their primary place of work.
- ~~(a)~~ Employees whose primary place of work is Charnelton Clinic who buy a parking permit for a downtown lot will be allowed to park in the Riverstone (Wilco) lot without purchasing an additional permit. The employees will be required to display a current downtown permit while parked in the lot.
- ~~(b)~~ Employees whose primary place of work is the Riverstone Clinic and who purchase a parking permit for the Riverstone (Wilco) lot will be provided with a permit by the **COUNTY** for the days they are required to work downtown. The permits will be available at the Riverstone Clinic and must be returned on the employee's next work shift.
- ~~(3)~~ Employees who work only at Riverstone or at the Riverstone Clinic and a non-downtown location and who work twenty (20) hours or less per week at Riverstone will be required to pay fifty percent (50%) of the fulltime rate for a parking permit.
- ~~(4)~~~~(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.
- ~~(5)~~~~(2)~~ The parties agree to meet and develop mutually agreeable strategies to address safety concerns raised by employees.
- ~~(6)~~~~(3)~~ All parties agree that, other than the times specified in item 4-1 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.

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## ARTICLE VIII

### SELECTION/PROMOTION

#### Section 1 - Job Posting

- (A) Vacant bargaining unit positions, except those filled by lateral transfer or promotion as provided below, shall be posted for employment applications.
- (B) 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 within each department 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 promotional notification of. Employees will receive notification only of those positions listed on their promotional request form.
  - (4) Employees can keep themselves informed of current posted positions ~~by calling the Lane COUNTY Job Line or~~ accessing the on-line **COUNTY** Employment Opportunities web page.
  - (5) Employees must keep Human Resources notified of their current address and phone number.

- (C) Human Resources staff will accept 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 questionnaire and/or any other appropriate selection tool, and seniority.
- (E) Employees who meet minimum qualifications for the promotional opportunity will receive seniority points at the rate of two (2) points for each six (6) months of employment up to a maximum of fifteen (15) years of service, which will be added to the score from the supplemental questionnaire or other selection tool used to determine qualifications.
- (F) 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, ~~he/she the employee~~ must submit a written request for lateral transfer, clearly explaining the employee's interests, to the Human Resources (or the Department of Public Safety for positions within that Department). The request must be received before a position is posted in order for a transfer request to be considered. Human Resources staff will accept 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 notifying Human Resources annually during the month of January if they have continued interest in transfer. Human Resources will send a courtesy reminder to employees of this requirement 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 ready-access to computers, supervisors will post reminders in a central location, employees may request to be contacted by phone or letter. Failure to notify Human Resources by January 31<sup>st</sup> will result in the employee's name being dropped from the transfer list. 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 him/herself 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 his/her 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 XVI-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, ~~he/she~~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 ~~his/her~~ 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) New bargaining unit employees employed in classifications represented by the **UNION**, shall serve a probationary period of six (6) continuous months worked in that classification. Employees failing to receive a ~~competent-successful~~ or better evaluation rating on their probationary review may have their probationary period extended for a period not to exceed one hundred eighty (180) days. Notice shall be given to the **UNION** when a bargaining unit employee's probationary period is extended.
- (D) Employees who are transferred from one position to another but do not change classification, or employees who are reclassified, shall not serve a new probationary period.
- (E) Employees who are transferred or promoted to another classification shall serve a new probationary period which shall be the same period as specified in paragraph (A) above. Such employees, who fail, as determined by the **COUNTY**, to satisfactorily meet the requirement of the new position or classification, at 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 six (6) month probationary period prior to the promotion.

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