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County Proposal  
AFSCME Local 2831 – Nurses Unit  
June 5, 2017

Lane County  
and

American Federation of State, County and Municipal Employees, Local 2831-Nurses 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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**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 - 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 43-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 11**  
**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 A, 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.

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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 bargaining unit employees covered by this Agreement who are members of the **UNION** shall remain members in good standing and all new employees shall, on the thirty-first (31<sup>st</sup>) day following employment, either become members of the **UNION** and shall pay monthly **UNION** dues, or pay the amount specified by the **UNION**, as in-lieu-of fees except as expressly modified in paragraph B.
- (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 in-lieu-of dues 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, proportionate to monthly, 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 ~~thirty (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.

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- (B) The **UNION** agrees to release the **COUNTY** and save the **COUNTY** harmless from any liability whatsoever in performing its obligations as specified in this Article. Reasonable costs incurred in the defense of the **COUNTY** in any legal action brought 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 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**.

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**ARTICLE V5**

**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/her~~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 ~~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/her~~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 ~~tapes~~ recording and/or transcript to the UNION.

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- (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 ~~V~~4-6 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.
- (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 VI

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 nurse 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 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.

(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.



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~~(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.

~~(2)(3)~~ ~~(3)~~ Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.

~~(3)(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 (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 ~~on~~ of the **UNION** and shall notify the **COUNTY** of any changes in such authorization.

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- (D) All grievance proceedings and reasonable investigation time, where practicable, shall be held during the regular business hours when ~~the Courthouse is~~ 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 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 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 XIII13**

**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.

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**ARTICLE XV15**

**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.