

TA JO 5/24/2021

Step M. Wood

TA'd 5/24/2021

Union Counter Proposal
AFSCME Local 2831-1 Nurses Unit
May 17, 2021
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ARTICLE 3

DUES DEDUCTION OF DUES AND FEES/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 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 2-1 – Deduction of Dues and Fees

(A) The **UNION** shall notify the **COUNTY** of the current rate of dues, fees or any other employee assessments or authorized payroll deductions permitted under the Public Employee Collective Bargaining Act (PECBA) and fair share in lieu of fees in a timely manner, which will enable the **COUNTY** to make necessary payroll deductions as specified below.

(A)(B) The **UNION** shall provide to the **COUNTY** a list within the time frame identified in Section 5 below identifying the employees who have provided authorization for the **COUNTY** to make payroll deductions from the employee's wages for the purposes authorized under the PECBA. The **COUNTY** shall rely on the list to make the authorized deductions and remit payment to the **UNION**.

(B)(C) Pursuant to Section 1, ~~t~~The **COUNTY** shall deduct from the paycheck for the second pay period of each month of all employees in the bargaining unit who have authorized such deductions 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)(D) 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.

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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 24 – ~~Dues~~ Deduction 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. Such statement shall include employee name, amount of deduction, pay period beginning or end date, amount of wages earned in the period and employee ID number.

(B) The **UNION** agrees to release fully defend and indemnify the **COUNTY** and savehold the **COUNTY** harmless from any liability or claims, suits or proceedings arising out of the **COUNTY'S** faithful compliance with the terms whatsoever for performing its obligations as specified in of this Article and the provisions of ORS 243.806, provided the **COUNTY** notifies the **UNION** in writing of such claim and tenders the defense to the **UNION**. Reasonable costs incurred in the defense of the **COUNTY** by the **UNION** in any legal action or proceeding brought against the **COUNTY** for implementing or carrying out 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**.

Section 3 – New Employee Notifications

The **COUNTY** shall furnish within ten (10) calendar days of the date of hire to the **UNION** an electronic list, in Excel or similar spreadsheet, of new employees **., who have accepted positions represented by the **UNION**, along with anticipated start dates.** The list or notification of no new bargaining unit employees shall be provided by the close of business each Friday. The list shall contain the name , employee ID number classification, position number, department, position status date of employment , bargaining unit designation and any other employee information in the **COUNTY'S** records that the **COUNTY** is legally obligated to provide.

Section 4 – Timely Deductions

A file listing new authorizations or changes in authorizations for employee **UNION** deductions shall be submitted by the **UNION** to the **COUNTY** electronically by close of business on the business day immediately following the end of the second (2nd) pay period of each month. The **COUNTY** agrees that new or changed **UNION** payroll deduction authorizations submitted within the timeliness above shall be deducted from the next issued paycheck for the previous applicable pay period.

Section 5 – Monthly Audit

The **COUNTY** agrees to run an audit comparing the full list of all represented bargaining unit employees with the list of employees who have authorized **UNION** deductions as provided for electronically by

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the UNION to the COUNTY by the second (2nd) Wednesday of the second (2nd) pay period of each month.

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ARTICLE 4

UNION RIGHTS

Section 1 - Union Activity

- (A) The **UNION** or its representatives shall have the right to conduct official **UNION** business on **COUNTY** property at such times and in a manner which does not interrupt **COUNTY** operations or efficiency. The Human Resources Director or designee can issue approval for the **UNION** President to leave their station with supervisory notification. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval.

The **UNION** and its designated representatives shall conduct all business on other than **COUNTY** time except as authorized under PECBA or expressly authorized elsewhere in this Agreement.

- (B) The **COUNTY** agrees to furnish bulletin boards to be placed in designated places in each work area. The **UNION** shall limit the use of such bulletin boards to the posting of notices of general interest and **UNION** meetings, exclusive of objectionable material, and shall maintain the bulletin boards in good order.
- (C) The **UNION** shall have access to **COUNTY** duplication equipment, upon appropriate prior approval, at such times as it is available, at the applicable **COUNTY** rate. It is understood that **COUNTY** use shall take priority over **UNION** use of such equipment. Use shall be by **UNION** members on their own time.
- (D) Employee members of the **UNION** bargaining team shall not suffer loss in pay while participating in bona fide negotiation sessions between the **UNION** and the **COUNTY**, provided, however, that the number of such employees shall be limited to the President and First Vice President of AFSCME Local 2831 and three (3) additional employees. The **COUNTY** will inform the **UNION** if they believe the selected employees will result in an operational impact. If this occurs, the **UNION** and the **COUNTY** will discuss potential adjustments.
- (E) The **COUNTY** agrees that accredited representatives of the **UNION** shall have reasonable access to the premises of the **COUNTY** for the purpose of ascertaining whether this Agreement is being observed. **UNION** representatives shall first report their presence and intentions to the director of the appropriate department, or designated representatives, and shall conduct their activities in a manner which avoids loss of time or disruption of operations.
- (F) An employee, but not more than one (1) who accepts an official position with the **UNION** may, if no serious disruption of operations, with thirty (30) days advance notice, be granted a leave of absence without pay not to exceed six (6) calendar months in duration. Such employee shall be reinstated by the **COUNTY** provided that such employee notifies the **COUNTY** in writing of their intent to return to work thirty (30) calendar days in advance and provided further that said employee is still qualified to perform the applicable job duties. Only one (1) leave shall be granted to an employee in any eighteen (18) month period.
- (I) COUNTY employees have the right to join and participate in the activities of the UNION for the purposes of representation and collective bargaining with the COUNTY on matters concerning employment relations as long as a loss of time or disruption of COUNTY business is not incurred.
- (J) The COUNTY agrees that where, in the judgment of the COUNTY, its operations will not be seriously disrupted, it will allow UNION Executive Board Members who are otherwise scheduled to work, but not more than one (1) per Department, to attend Executive Board meetings after 5:00 p.m. without pay.

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Section 2 – PECBA Requests for Information

~~(A) (A) In accordance with Memorandum of Understanding (MOU) regarding requests for information dated February, 2015, Appendix D the COUNTY agrees to furnish the UNION, in response to reasonable written requests from time to time, information pertaining to employees covered by this Agreement, which is readily and reasonably available to the COUNTY in the regular course of business, not exempt from public disclosure, and is subject to disclosure under PECBA. When the UNION submits to the COUNTY a request for information related to disciplinary matters involving a UNION represented employee, the COUNTY shall provide the UNION with an electronic copy of the final investigation report relied on by the COUNTY, including supporting documentation, at no charge to UNION. If the UNION requests information in addition to the documents described in this paragraph, the procedures set forth in the MOU referenced above shall apply. The COUNTY agrees to furnish the UNION, in response to reasonable written requests from time to time, information pertaining to employees covered by this Agreement, which is readily and reasonably available to COUNTY Administration in the regular course of business and not exempt from public disclosure.~~

~~When the UNION submits to the COUNTY, or any agent thereof, a request for information the COUNTY shall quickly estimate the staff time required to obtain the requested information and the number of copied pages that could be produced as a result of the request.~~

~~If it is estimated that the information request will require a total of less than one (1) hour of staff time to research, retrieve and/or compile the information as well as require one hundred (100) or less copied pages, the UNION will not be charged for the information request.~~

~~If it is estimated that request will require one (1) hour or more of staff time to research, retrieve and/or compile or require more than one hundred (100) copied pages, any response to said information request will be suspended until such time as representatives of the COUNTY and the UNION can discuss the matter. The purpose of any such discussion will be to provide the UNION an opportunity to clarify or modify its request as well as for the parties to agree to charges that are reflective of operative COUNTY regulations or standard procedures.~~

~~Likewise similar procedures would be applied to the COUNTY for any information request submitted to the UNION, but in no event shall the UNION assess rates that exceed the COUNTY's.~~

~~The UNION will make a good faith effort to have its agents better craft their requests for information.~~

~~(HB) By request, the COUNTY shall furnish the current names, mailing addresses, and any other employee information in the COUNTY's records that the COUNTY is legally obligated to provide, of all bargaining unit members to the UNION, at no cost, no less than every one hundred twenty (120) days, except for those employees who request that their addresses not be disclosed. Costs shall be the responsibility of the UNION at the rate of established fees for public record requests.~~

~~(I) COUNTY employees have the right to join and participate in the activities of the UNION for the purposes of representation and collective bargaining with the COUNTY on matters concerning employment relations as long as a loss of time or disruption of COUNTY business is not incurred.~~

~~(J) The COUNTY agrees that where, in the judgment of the COUNTY, its operations will not be seriously disrupted, it will allow UNION Executive Board Members who are otherwise scheduled to work, but not more than one (1) per Department, to attend Executive Board meetings after 5:00 p.m. without pay.~~

Section 2-3 - COUNTY-UNION Meetings

From time to time issues of mutual concern will arise which may need discussion between the COUNTY and the UNION. Such discussion, when practicable, shall be held during regular working hours on COUNTY premises and without loss of pay to participating employees, provided that such employees shall not exceed two (2) in number. Notice of the prospective topics of discussion shall be furnished with

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the request for a meeting. Nothing in this provision is to be construed as a requirement of either party to negotiate on any matter during the term of this Agreement.

Section 3-4 - COUNTY Information

The **COUNTY** agrees to make available to the **UNION** electronically, at no cost, a copy of all regulations, and copies of the Lane Code, Administrative Procedures Manual, Lane Manual and classification specifications, including amendments and additions. Within thirty (30) days after execution of this Agreement, the **COUNTY** will update the above documents made available to the **UNION**. The **UNION** will pay for additional copies of the Lane Code, the Lane Manual and the Administrative Procedures Manual, if needed. Additions and amendments to the Lane Code, Lane Manual, Administrative Procedures Manual and classification specifications shall not become effective until the **UNION** has been sent an electronic copy.

Section 4-5 - Protection of Rights

- (A) The parties shall not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed under ORS 243.650 to 243.782 or this Agreement and the **COUNTY** further agrees not to dominate or interfere with or assist in the formation, existence or administration of the **UNION** or any successor employee organization.
- (B) The parties agree that any acts described within this section constitute Unfair Labor Practices under ORS 243.672 and are subject to appeal and review by the Employment Relations Board pursuant to Oregon Administrative Rules, Chapter 115, Division 35. Therefore, this section is not subject to Article 6 - Grievance Procedure of this Agreement and shall be subject exclusively to the applicable Oregon Revised Statutes and Oregon Administrative Procedures. Further, if an Unfair Labor Practice Complaint is filed, any grievance over the issue becomes null and void, and the issue shall become subject exclusively to the applicable Oregon Revised Statutes and Oregon Administrative Procedures.

Section 5-6 - Officers and Representatives

The **UNION** shall provide a current list of its officers and representatives to the Labor Relations Manager, or designated representative. The **UNION** shall notify the Labor Relations Manager, or designated representative, of changes to this listing in a timely fashion.

Section 6-7 - Orientation of Union Employees

The **COUNTY** agrees to comply with HB 2016 (effective January 1, 2020) and notify the **UNION** monthly within ten (10) calendar days of all new employees hired into bargaining unit positions and to provide reasonable time at least thirty (30) minutes and no more than one hundred twenty (120) minutes for the union representatives to meet with new employees on paid time.

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ARTICLE 5 DISCIPLINE AND DISCHARGE

Section 1 – Causes for Discipline

(A) An employee who has completed the probationary period as defined in Article 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 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 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 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 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 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

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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 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 **in writing or via email**
- (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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APPENDIX D

Section 1 - Procedure for Information Requests

This procedure applies to requests made by the UNION or the COUNTY for information. The intent of these procedures is to address information requests issued by the UNION to the COUNTY, as well as information requests issued by the COUNTY to the UNION. The terms UNION and COUNTY should be read to be interchangeable with one another depending on who makes the request for information, except where context indicates otherwise.

Section 2 - Disciplinary Matters

- 1-(A) Upon request by the UNION, when there is a disciplinary matter involving a UNION represented employee, the COUNTY shall provide the UNION with a complete copy of the final investigation report relied on by the COUNTY, including supporting documents, at no charge to the UNION.
- 1-(B) If the UNION requests information in addition to those documents described in (A) of this section, the parties shall utilize the procedures set forth in Section 3 below.

Section 3 - Contract Disputes & Collective Bargaining

- 1-(A) When the UNION issues an information request related to a contract grievance, potential contract grievance, or collective bargaining, the COUNTY shall make a good faith effort to provide the information as efficiently as possible to avoid the needs for charges. In addition, if the COUNTY estimates that it will take more than one hundred (100) copied pages or one (1) hour of staff time to respond to an information request, the COUNTY shall make a good faith effort to accurately estimate the time that it will take to compile and produce the requested information.
- 2-(B) If the COUNTY estimates that it will take less than one hundred (100) pages or one (1) hour of staff time to respond to an information request, the COUNTY will produce the information the UNION without charging for the information.
- 3-(C) If the COUNTY estimates that it will take more than one hundred (100) pages or one (1) hour of staff time to respond to an information request, the COUNTY shall immediately notify the UNION. The parties shall thereafter meet to discuss the matter. During the meeting, the parties shall discuss possible ways that the UNION's information request can be narrowed or modified. The parties shall also discuss how the COUNTY's records are organized, who will be involved in compiling the records, estimates on the time and expense of compiling the requested records, and whether there are steps that can be reasonably taken to reduce the time or administrative burden of responding to the request. In cases in which the UNION will be charged for paper copies, the parties will also discuss topics involving the manner of production, including but not limited to, conscious pagination and correspondence to and from the UNION.
- 4-(D) After the meeting discussed in paragraph (C) of this section, the COUNTY may impose charges for the information consistent with the discussion of the parties during the meeting and the applicable portions of the Collective Bargaining Agreement. If, after the meeting, the COUNTY determines that the time and cost estimates it discussed during the meeting were underestimated by twenty percent (20%) or more, the COUNTY shall immediately notify the UNION and reconvene the meeting, if requested by the UNION.
- 5-(E) The default document production between the parties will be electronic production of documents via e-mail. Documents that are too large or voluminous to be sent via email may be produced via electronic media (CD, disc drive, etc.) supplied by the receiving party and approved by Lane County

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Technology Services (or the UNION's equivalent). For documents produced via e-mail or electronic media, the receiving party will not be charge a fee for paper copies unless: 1) the receiving party specifically requests the production of the documents in hard copy; or 2) electronic delivery is unavailable as a result of a technological issue of the producing party relating to the specific type of data or information requested.

- 6-(F) When paper production of documents is made by request or necessity, charges may be imposed for copy charges consistent with the public record fee schedule.
- 7-(G) In all cases, the COUNTY shall exercise care when preparing responses to information requests so as to ensure that charges assessed to the UNION are reasonable. The COUNTY shall also avoid charging the UNION for internal review of information request responses by HR personnel, paralegals, and attorneys not directly involved in the original compilation of responsive documents. However, if HIPPA protected information needs to be redacted from documents, the UNION may be charged for the staff time it takes to redact beyond one (1) hour.
- 8-(H) Notwithstanding paragraphs (A)-(G) of this section, if at arbitration, the COUNTY submits exhibits in its case-in-chief that include documents that charged the UNION to compile, upon UNION request the COUNTY shall issue a pro rata refund to the UNION for those documents.

Section 3 – Confidentiality

- 4-(A) The COUNTY shall provide reasonable advance notice to the UNION if the UNION requests information that the COUNTY believes is confidential under state or federal law. Such notice shall state the legal authority upon which the COUNTY's claim of confidentiality is based.
- 2-(B) If the information request requires the COUNTY to produce information that is or may be confidential and:
- 4-(1) The confidential information relates to the employees represented by the UNION - the information shall be released to the UNION without redactions after the UNION supplies the COUNTY with a release signed by the employee(s) involved. No release shall be necessary for the UNION to obtain routine information and payroll data, including the home addresses, phone numbers, and wage information about represented employees, contingent upon authority from the Employment Relations Board or under PECBA entitling the UNION to this information and no request from the employee that this information not be disclosed.
- 2-(2) The information is sought in the context of a matter pending arbitration - the parties shall execute a Stipulated Protective Order (SPO) in the form set forth in Exhibit A. The requested records and information shall thereafter be produced to the UNION without redactions, including but not limited to, third-party HIPPA information, except in situations where state or federal law specifically prohibits the production of the unredacted information under the SPO. The parties intent this exception to be very limited, and apply to situation where confidential information is requested and there is specific state or federal authority providing that the information may not be disclosed even with a court, arbitrator, or administrative order compelling the production.
- 3-(3) There is no pending arbitration linked to the information request – the parties shall execute a Stipulated Protective Agreement (SPA) in the form set forth is Exhibit B. The requested records and information shall thereafter be produced to the UNION without redactions, except in situations in which state or federal law prohibits the production of the information. The parties intend this exception to be limited, and apply most often to cases involving HIPPA protected materials under which disclosure may not occur unless there is a court, arbitrator, or administrative order compelling

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the production.

- 4.(4) The confidential information is protected by HIPPA but relevant to a pending disciplinary matter that has not yet been advanced to arbitration – the UNION may elect to have the COUNTY redact HIPPA protected information so that relevant documents and excerpts of documents may be produced to the UNION. The COUNTY may charge the UNION for staff time exceeding one (1) hour spent redacting the HIPPA protected information from documents.
- 3.(C) The UNION's execution of an SPO or SPA does not waive or preclude the UNION's right to challenge the COUNTY's assertion of confidentiality.
- 4.(D) The COUNTY shall make a good faith effort to mark records containing confidential information "confidential". Records containing social security numbers, driver's license numbers, personal addresses and phone numbers, bank routing information, and birthdates of third parties shall be treated as confidential regardless of whether the page or pages have been marked confidential.
- 5.(E) The parties shall make a good faith effort to accurately make confidentiality assertions and resolve confidentiality disputes at the lowest level. Disputes about the confidentiality of records that cannot be resolved between the parties should be handled as follows:
- 4.(1) In discipline cases: arbitrators selected by the parties to hear disputes about the discipline shall resolve disputes about the confidentiality of records.
- 2.(2) In all other situations: the requesting party may file an unfair labor practice complaint alleging violation of the producing party's obligations under this agreement.
- 6.(F) In no scenario shall disputes about confidentiality or delays in executing SPAs and SPOs delay the COUNTY's obligation to produce non-confidential records.

Section 4 – Additional Terms

- 4.(A) Upon production of requested documents, the producing party shall provide the receiving party with an itemized statement that includes the names of people who worked on the request, the time spent on the request by each person, each person's salary rate, and each person's fully benefitted rate under the COUNTY's fee schedule (where applicable). The itemized statement shall be produced at no additional charge to the receiving party.
- 2.(B) Itemized statement shall only be required when the producing party seeks to charge for some or all of the response to the information request. Itemized statement are a condition precedent to the receiving party's obligation to pay.

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EXHIBIT A
Template – Stipulated Protective Order

IN ARBITRATION PROCEEDINGS

In the Matter of Controversy Between

AFSCME Local 2831,
Union,

and

Lane County,
Employer

Re: *****

STIPULATED MOTION FOR
PROTECTIVE ORDER AND
STIPULATED PROTECTIVE ORDER

Oregon AFSCME Local 2831 (the "Union") has submitted to Lane County (the "Employer") a request for information in connection with this pending grievance arbitration. The parties agree that the Union's request for information, submitted to the Employer pursuant to the Public Employee Collective Bargaining Act, ORS 243.650 to 243.782, requires the Employer to produce, among other items, confidential information and documents. Employer contends that it cannot produce such information to the Union unless (a) the documents and confidential information within the documents remain confidential and are protected against unrestricted disclosure and use, and (b) the documents are returned to the Employer at the conclusion of this matter.

By and through their respective attorneys, in order to facilitate the Employer's production of documents and information to the Union as required by the Public Employee Collective Bargaining Act, the Union and the Employer move for a protective order, as set forth below, to protect the confidentiality of documents and information produced by the Union to the Employer, relating to the following:

i. [insert description of documents]

Based on the stipulation of the parties, the Arbitration ORDERS as follows:

PROTECTIVE ORDER

It is hereby ORDERED that the following conditions and requirements apply to the parties' disclosure and use of confidential documents in this grievance pending arbitration:

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My M. Wood

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1. All individually identifiable health information, all confidential documents and material of the Employer as described in this document, and any other confidential information the Employer designates as confidential (hereinafter "Confidential Information") shall be produced to the Union in this matter in accordance with the terms of this Order.

2. The Employer will designate documents or information as confidential and subject to this protective order by stamping such documents a "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER," or by notifying the Union in writing or by email that particular documents or categories of documents are confidential and subject to this protective order, or by so designating testimony.

3. The Union, including its counsel and counsel's staff, may use Confidential Information only for purposes of this grievance and any arbitration, administrative, or judicial proceeding that results directly from this grievance. The Union, including its counsel and counsel's staff, shall not use or disclose Confidential Information for any purpose other than in conjunction with the above-captioned grievance or during any arbitration, administrative, or judicial proceeding that results directly from this grievance. At the conclusion of the arbitration proceeding, if the Union wishes to retain Confidential Information for use in a subsequent related administrative or judicial proceeding, the parties will agree to enter into a Stipulated Protective Agreement covering that information which will continue until a Stipulated Protective Order can be secured in the judicial or administrative proceeding. No Confidential Information, including any photocopies, may be disclosed or distributed to any third party, other than to the grievant and witnesses in this matter, absent express written permission from opposing counsel or order of the Arbitrator.

4. Confidential Information may be shown to the individual grievant and to witnesses, but neither party may give a copy of Confidential Information to the grievant or to the individual witnesses unless the receipt is otherwise entitled (a) by law, or (b) as part of the recipient's employment duties to obtain or possess a copy of any document that comprises or contains Confidential Information. The individual grievant and witnesses shall not disclose any Confidential Information to any person or other third party.

5. All Confidential Information produced by the Employer to the Union and all copies thereof shall be returned by the Union, its counsel, counsel's staff, and the arbitrator to the undersigned attorney of the Employer as of the date the arbitration in this matter is fully resolved, or the date the grievance is withdrawn, or the date this matter is otherwise resolved. The parties shall also return or destroy all other materials, memoranda, or documents containing Confidential Information. Attorneys shall be permitted to keep intact and maintain their work product as part of their file. "Work product" does not include comments, notations, etc. made on Confidential Information documents. The returning parties agree to sign a declaration declaring all Confidential Information documents have been returned and/or destroyed.

6. The parties shall confer in good faith regarding any additional confidentiality protections the Employer requests to preserve the confidentiality of Employer documents and information and any confidential reports and material of the Employer.

7. Any person to whom disclosure of Confidential Information is made shall be advised of the provisions of this Order, shall be given a copy of the Order and shall agree to not disclose the Confidential Information and be subject to the provisions of this Order that require all Confidential Information be held in confidence and not be used for any purpose other than this matter.

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Step M. Wood

TA'd 5/24/2021

County to Union Revised Proposal from 4/28/2021 - sent 5/7/21
AFSCME-Nurses Agreement

8. The provisions of this Order shall be without prejudice to the right of a party to bring before the Arbitrator the question of whether any particular information is or is not confidential, or has been appropriately designated as Confidential Information. Upon such hearing, the party asserting confidentiality shall have the burden of establishing the same. All information properly designated as Confidential Information shall be deemed and treated as such until or unless the Arbitrator determines otherwise.

9. The provisions of this Order shall apply upon the earliest date of signature below by counsel for the parties. The parties agree that facsimile/PDF transmitted signatures, including those transmitted on separate photocopied pages of this document, are to be treated as original signatures.

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John M. Wood

TA'd 5/24/2021

County to Union Revised Proposal from 4/28/2021 - sent 5/7/21

AFSCME-Nurses Agreement

EXHIBIT B
Template – Stipulated Protective Agreement

In the Matter of Controversy Between

AFSCME Local 2831,
Union,

and

Lane County,
Employer

Re: *****

STIPULATED PROTECTIVE
AGREEMENT

Oregon AFSCME Local 2831 (the "Union") has submitted to Lane County (the "Employer") a request for information in connection with this matter. The parties agree that the Union's request for information, submitted to the Employer pursuant to the Public Employee Collective Bargaining Act, ORS 243.650 to 243.782, requires the Employer to produce, among other items, confidential information and documents. Employer contends that it cannot produce such information to the Union unless (a) the documents and confidential information within the documents remain confidential and are protected against unrestricted disclosure and use, and (b) the documents are returned to the Employer at the conclusion of this matter.

By and through their respective attorneys, in order to facilitate the Employer's production of documents and information to the Union as required by the Public Employee Collective Bargaining Act, the Union and the Employer agree, as set forth below, to protect the confidentiality of documents and information produced by the Union to the Employer, relating to the following:

i. [insert description of documents]

It is hereby AGREED that the following conditions and requirements apply to the parties' disclosure and use of confidential documents in this grievance pending arbitration:

1. All individually identifiable health information, all confidential documents and material of the Employer as described in this document, and any other confidential information the Employer designates as confidential (hereinafter "Confidential Information") shall be produced to the Union in this matter in accordance with the terms of this Order.

2. The Employer will designate documents or information as confidential and subject to this protective order by stamping such documents a "CONFIDENTIAL – SUBJECT TO PROTECTIVE

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Shy M. Wood

TA'd 5/24/2021

ORDER," or by notifying the Union in writing or by email that particular documents or categories of documents are confidential and subject to this protective agreement, or by so designating testimony.

3. The Union, including its counsel and counsel's staff, may use Confidential Information only for purposes of this matter/ grievance and any arbitration, administrative, or judicial proceeding that results directly from this grievance. The Union, including its counsel and counsel's staff, shall not use or disclose Confidential Information for any purpose other than in conjunction with the above-captioned grievance or during any arbitration, administrative, or judicial proceeding that results directly from this grievance. No Confidential Information, including any photocopies, may be disclosed or distributed to any third party, other than to the grievant and witnesses in this matter, absent express written permission from opposing counsel or order of the Arbitrator.

4. Confidential Information may be shown to the individual grievant and to witnesses, but neither party may give a copy of Confidential Information to the grievant or to the individual witnesses unless the receipt is otherwise entitled (a) by law, or (b) as part of the recipient's employment duties to obtain or possess a copy of any document that comprises or contains Confidential Information. The individual grievant and witnesses shall not disclose any Confidential Information to any person or other third party.

5. All Confidential Information produced by the Employer to the Union and all copies thereof shall be returned by the Union, its counsel, counsel's staff, and the arbitrator to the undersigned attorney of the Employer as of the date the arbitration in this matter is fully resolved, or the date the grievance is withdrawn, or the date this matter is otherwise resolved. The parties shall also return or destroy all other materials, memoranda, or documents containing Confidential Information. Attorneys shall be permitted to keep intact and maintain their work product as part of their file. "Work product" does not include comments, notations, etc. made on Confidential Information documents. The returning parties agree to sign a declaration declaring all Confidential Information documents have been returned and/or destroyed.

6. The parties shall confer in good faith regarding any additional confidentiality protections the Employer requests to preserve the confidentiality of Employer documents and information and any confidential reports and material of the Employer.

7. Any person to whom disclosure of Confidential Information is made shall be advised of the provisions of this Agreement, shall be given a copy of the Agreement and shall agree to not disclose the Confidential Information and be subject to the provisions of this Agreement that require all Confidential Information be held in confidence and not be used for any purpose other than this matter.

8. The provisions of this Order shall be without prejudice to the right of a party to bring before the Arbitrator or other appropriate decision marketer the question of whether any particular information is or is not confidential, or has been appropriately designated as Confidential Information. Upon such hearing, the party asserting confidentiality shall have the burden of establishing the same. All information properly designated as Confidential Information shall be deemed and treated as such until or unless the Arbitrator or decision maker determines otherwise.

9. The provisions of this Order shall apply upon the earliest date of signature below by counsel for the parties. The parties agree that facsimile/PDF transmitted signatures, including those transmitted on separate photocopied pages of this document, are to be treated as original signatures.