

TA p 9/16/2021

Steph M. Wood

TA'd 9/16/21

County to Union Mediation Proposal - 9/16/2021 12:36pm

AFSCME-Nurses Agreement
2017-20202021-2024

ARTICLE 7

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 bargaining unit employees copies of or electronic access to 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.
- (A)(B) 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.
- (C) No document may be placed in an employee's personnel file without the employee's knowledge. No grievance may be filed concerning placement of nondisciplinary 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.
- (D) 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.

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 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 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.

TH p 9/16/2021



TA'd 9/16/21

County to Union Mediation Proposal - 9/16/2021 12:36pm

AFSCME-Nurses Agreement
2017-20202021-2024

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 arbitral.

Section 7- Uniforms

The COUNTY shall reimburse up to a maximum of three hundred and fifty dollars (\$350.00) annually for 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 (1) 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) 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) 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.
 - (2) The parties agree to meet and develop mutually agreeable strategies to address safety concerns raised by employees.
 - (3) All parties agree that, other than the times specified in item 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.

Section 11 - Loan Repayment Programs

- (A) For purposes of defining full time status of qualifying employment for For purposes of Loan Repayment inquires, the parties agree the COUNTY will provide an employee's FTE status based upon the annual average of an employee's paid hours and eligible protected leave hours (including hours worked, time management, holidays, FMLA/OFLA and bereavement), unless the agency specifies other requirements or information. The County shall define full time to be 30

TA p. 9/16/2021

Step M. Wood

TA'd 9/16/21

County to Union Mediation Proposal - 9/16/2021 12:36pm

AFSCME-Nurses Agreement
2017-20202021-2024

hours or greater for the Department of Education's Public Service Loan Repayment Certification form.

~~(B) However, for the purposes of the Department of Education's (DOE) Public Service Loan Repayment Certification form, full time will be reported at 30 or greater annual average hours. This definition of full time is specific to the DOE program and has no application to any other provision of this agreement or County policy.~~