

TA p 9/16/2021

Shy M. Wood

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County to Union Mediation Proposal - 9/16/21 4:53pm

AFSCME-Nurses Agreement  
2017-20202021-2024

## DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

**Agreement:** The term "Agreement" shall mean this Agreement or any letter of understanding between the **UNION** and the **COUNTY** adopted pursuant to this Agreement or entered into or made effective during the term of this Agreement.

**Bargaining Unit Employee:** The term "bargaining unit employee" shall mean any **COUNTY** employee who is a member of the bargaining unit as described in Article 1, RECOGNITION, Section A.

**COBRA:** The term "COBRA" shall mean the Consolidated Omnibus Budget Reconciliation Act of 1986.

**Days:** The term "days" shall mean calendar days. The time in which an act provided for in this Agreement is to be done is computed by excluding the first day, and including the last, unless the last day is a holiday on which the **COUNTY** is not regularly open for business, and then it is also excluded.

~~**Demotion:** The term "demotion" shall mean a change from one classification to another classification, voluntarily or involuntarily, with a salary at least two (2) salary grades lower than that of the previous classification, either within or outside of the department.~~

**Designated UNION Representative:** The term "designated **UNION** representative" shall mean any **UNION** officer (President, Vice-President, Secretary or Treasurer) or any other person who has been designated in writing by a **UNION** officer as an official **UNION** representative.

**Eligible and Qualified:** The term "eligible and qualified" shall mean that any specific requirements of this Agreement, any legal requirements and any other requirements which are binding on the **COUNTY**, and which are applicable, must be satisfied before a bargaining unit employee shall receive a benefit of this Agreement.

**Employee:** The term "employee" shall mean bargaining unit employee.

**Extra Help:** The term "extra help" shall mean employees who are appointed to **COUNTY** service on a temporary and/or intermittent basis to cover emergency workloads of limited duration, necessary vacation relief or other situations involving fluctuating workloads, not to exceed 520 hours in a fiscal year.

**Fiscal Year:** The term "fiscal year" shall mean the period from July 1 to June 30.

**Good Faith:** The term "good faith" shall mean a fair and honest attempt to meet the legitimate needs of all parties concerned in dealing with problems. Good faith does not require a concession being made, but does require legitimate reasons for the decision and a willingness to consider alternatives.

**Just Cause:** The term "just cause" shall mean any act of misconduct on the part of an employee who will reasonably justify the imposition of discipline and further justifies the penalty imposed.

**Labor Relations Manager:** The term "Labor Relations Manager" shall mean the individual in the position with that name or in a subsequent independent position who serves as the **COUNTY's** chief labor negotiator. In the event that the **COUNTY** eliminates the independent position of a chief labor negotiator, this term shall refer to the person designated by the **COUNTY's** Administrator to perform this function.

**Non-Probationary Employee:** The term "non-probationary employee" shall mean a bargaining unit employee who is serving in a permanent position and who has been awarded permanent status following successful completion of a probationary period.

**Paid Time:** The term "paid time" shall mean all time for which an employee receives compensation, including work time and paid leave time.

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**Part-time Employee:** The term "part-time employee" shall mean an employee whose normal work week is less than forty (40) hours.

**Pay Period:** The term "pay period" shall mean two (2) work weeks.

**Permanent Employee:** The term "permanent employee" shall mean an employee who has been hired, has served the probationary period and is working in a permanent position.

**Permanent Position:** The term "permanent position" shall mean positions which have been approved by the COUNTY Board of Commissioners; which are included in the adopted COUNTY budget; which are budgeted in excess of 1040 hours in a fiscal year, or equal to or greater than 20 hours per week.

**Position:** The term "position" shall mean a group of duties and responsibilities assigned to a single employee.

**Probationary Employee:** The term "probationary employee" shall mean a bargaining unit employee who is serving in a permanent position and who is in the process of serving a probationary period.

**Probationary Period:** The term "probationary period" shall mean the length of time a newly hired or promoted employee is on probation. The probationary period is normally six ~~twelve~~ (6-12) continuous months of service.

**Promotion:** The term "promotion" shall mean a change by an employee from one classification to another classification which has a maximum salary higher than that of the previous classification.

**Qualified:** The term "qualified" shall mean satisfaction of the minimum qualifications for the classification for which promotional candidates are being sought.

**Recall:** The term "recall" shall mean the return of an employee on layoff to a permanent position in the bargaining unit.

**Retire or Retirement:** The term "retire or retirement" shall refer to an employee of Lane County who retires for service or disability, and who immediately upon leaving active employment, begins receiving retirement benefits under the Public Employees Retirement System applicable to employees of Lane County.

**Temporary Employee:** The term "temporary employee" shall mean any employee who is appointed to COUNTY service on a temporary and/or intermittent basis, of not less than 520 hours, nor more than 1040 hours in a fiscal year. Temporary employees who remain in the same position for more than two (2) fiscal years will not have to reapply.

**Vacancy:** The term "vacancy" shall mean a position within the bargaining unit which is to be filled on a regular basis.