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ARTICLE 1 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 B, 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 nonbargaining 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 6

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-employee~~ 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. ~~The 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 furnishing 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.
- (3) Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.
- (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 (1 of 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 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 **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 or electronic communication 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~~ Article 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 16

LAYOFF AND RECALL

Section 1 - Layoff

- (A) A layoff is defined as an involuntary interruption of work which does not reflect discredit on the service of the displaced employee. Bargaining unit employees with the least seniority within the job classification within a department shall be subject to layoff first unless, in the **COUNTY's** judgment, the retention of special skills requires layoff on another basis. If approved by the **COUNTY**, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff.
- (B) Layoff will be by classification and on a Departmental basis only, and in concurrence with the definition of "position."
- (C) Employees subject to layoff shall be given written notification at least fourteen (14) calendar days in advance of the effective date of layoff.

Section 2 - Recall

- (A) All employees on layoff status, including previous bargaining unit employees, shall be given preference in accordance with their seniority in filling a vacant position in the classification in the bargaining unit held at time of layoff. Employees shall have recall rights first to the division from which they were laid off, second to the department from which they were laid off and then to County-wide recall, provided they possess the necessary skills, ability and fitness to perform the requirements of the vacant position. If an employee is offered recall to a position in a division other than the one held at the time of layoff and refuses said offer, the employee will remain eligible for recall only to the division and classification from which the employee was laid off.
- (B) The order in which recall/transfer takes place shall be as follows:
 - (1) Reassignment of duties within department within same classification.
 - (2) Primary recall (recall by seniority to the same classification).
 - (3) Secondary recall (recall to a position other than the classification from which the employee was laid off).
 - (4) Transfer.
 - (5) Promotion.
- (C) Response and Status While Subject to Recall
 - (1) Employees on layoff status shall be given preference in accordance with their seniority in filling a vacant position in the classification in the bargaining unit held at time of layoff. If an employee is offered recall to another classification, and refuses said offer, the employee will only be eligible for recall to the classification held at the time of layoff. However, an employee shall not be required to accept recall to less than their original hours in order to maintain recall rights, nor shall acceptance of such position negate their recall rights.
 - (2) Further, an employee assigned, or reassigned to a different classification at department initiative subsequent to preliminary notification of layoff, or within ninety (90) calendar days of actual layoff, will be eligible for primary recall to either the classification held at the time of layoff or the one from which reassigned. The employee shall indicate at the time of layoff which classification they wish to retain primary recall rights to. While the employee may retain

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secondary recall rights to another classification (s), their primary recall rights shall only apply to the one classification identified at the time of layoff.

- (D) An employee who accepts recall to a lower classification shall retain recall rights to their original classification or original hours in accordance with Section 2 (A) of this Article.
- (E) An employee who accepts recall to a non-bargaining unit position shall retain recall rights in accordance with Section 2(A) of this Article.
- (F) An employee shall not be required to accept recall to a position which is not at their previous reporting place or located more than thirty (30) miles from their place of residence at the time of layoff.
- (G) An employee shall not be required to accept recall to less than their original hours or a temporary position in order to maintain recall rights, nor shall acceptance of such position negate their recall rights. The COUNTY shall offer recall employees, extra help and temporary positions on the basis of seniority as such positions become available.
- (H) An employee shall not be required to accept recall to a part-time or temporary position in order to maintain recall rights.

Section 3 - Responsibilities

(A) In order to assure proper recall procedures, Human Resources will:

- (1) Maintain an up to date recall list by auditing the computer generated data after each run to assure accuracy.
- (4)(2) At the time of layoff, the employee will designate how they wish to receive recall notices. The options are: electronic notification via personal email, or certified letter via United States Postal Service (USPS).
- (2)(3) When a vacancy occurs for which there are primary recall candidates, Human Resources will send a notice of recall to the most senior employee on the recall list via their choice of notification method, and if that is by USPS, the notice will go to at the last address on file or their current COUNTY work place. If being sent via USPS, the notice shall be in a sealed envelope and delivered in a format where delivery can be verified by the recipient's signature.
- (3)(4) Human Resources Analysts staff will maintain a file on all recall candidates for secondary recall (recall to a position other than the classification from which the employee was laid off). If there are no primary recall candidates for a vacant position, Human Resources will send all employees eligible for secondary recall a notice including a description of the job and a supplemental questionnaire scoring to be completed and returned within five (5) work days. All those determined to meet minimum qualifications will be referred to the hiring department for interview and selection.
- (4)(5) Unless otherwise provided in this Article, the most senior candidate shall be recalled. If there are no candidates in the same classification as the vacant position, a list of recall candidates who meet the minimum qualifications of the vacant position as provided in subsection 2 (B) (3) above will be given to the hiring authority. Unless otherwise provided in this Article, recall shall be made from this pool of candidates.
- (5)(6) Human Resources will continue notifying all employees on layoff status on the recall list of employment opportunities as provided in Section 3 herein. However, a recall candidate may request to be removed from the list under secondary recall and forfeit any future

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secondary recall rights. The **COUNTY** will notify the union of the candidate's request for removal.

(B) Employees' responsibilities include:

- (1) Employees must notify Human Resources of changes in address, phone number or any other change which would prevent Human Resources from being able to contact the employee when a position becomes available (except for those working for Lane **COUNTY**).
- (2) Employees must respond within five (5) business days from the documented date of receipt of notice of recall.
- (3) Employees planning to be out of town should notify Human Resources or notify a friend or relative to contact them immediately if they receive a notice of recall.
- ~~(4) To give recall candidates the best opportunity for rehire, an undated application and resume should be provided to Human Resources Services office.~~

Section 4 - Opportunity for Work During Layoff

- (A) The **COUNTY** shall offer employment as temporary positions to employees on layoff within the employees' classifications on the basis of seniority as such positions become available. However, if an employee is offered such a temporary position as provided herein and refuses said offer, the employee will only be eligible thereafter for recall as provided in Section 2 herein.
- (B) In the event that no employee accepts an offer of employment, as provided in subsection 3 (B) above, said employment may be offered to other employees, provided said employees possess the necessary skills, ability and fitness to perform the requirements of the available work. The **COUNTY** shall not be required to offer temporary positions to such employees on the basis of seniority.

Section 5 - Separate Classifications

A classification series is a group of classifications with similar duties of increasing complexity and responsibility which comprise the normal promotional progression within an occupation or discipline, for example: Community Health Nurse 1, Community Health Nurse 2, ~~Expanded Practice~~ Dental Hygienist, Sr. ~~Expanded Practice~~ Dental Hygienist. The groupings set forth in Appendix B shall be considered the classification series.

For the purpose of layoff and recall, both the **COUNTY** and the **UNION** recognize the separate classifications and classification series set forth in Appendix B.

Section 6 - Protection/Rights During Layoff

- (A) The seniority of an employee who has completed probation shall be protected for a period of twenty-four (24) calendar months during layoff, provided that such employee has not refused an opportunity to return to work in their same classification. The employee must immediately notify the **COUNTY** of any change in their mailing address. This notice requirement shall not apply to employees working for the **COUNTY** in other positions. Failure to give notice shall result in the employee relinquishing all rights to recall.
- (B) Notwithstanding the twenty-four (24) month limit above, employees in layoff status still employed by the **COUNTY**, shall have recall rights until they are returned to their original hours (or greater) in their original classification.
- (C) Employees on layoff status shall have the option of paying for continued health insurance coverage, as provided for in COBRA. The **COUNTY** shall administer all such payments.

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Section 7 - Termination for Exhaustion of Non-occupational Disability Leave

Employees who have been terminated upon exhaustion of non-occupational disability leave benefits provided under Article 11, Section 4, shall be deemed to have been laid off and shall have recall rights provided that within one (1) year of such termination a written request to be placed on the recall list is made to the Human Resources office. The request must include the employee's statement of willingness to accept regular employment under the terms of this Article and it must be accompanied by a full doctor's release stating clearly and in writing that the employee is fully capable of performing the regular duties of the job. The recall provisions set forth above will apply as if the employee had been laid off as of the date of request for reinstatement.