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AFSCME 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 AFSCME Rrepresented employees a copy 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, with the exception of the Department of Public Safety, where the employee's official Personnel File shall be maintained in that department.
- (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) (B)No document may be placed in an employee's personnel file without the employee's knowledge. No grievance may be filed concerning placement of non-disciplinary 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) (C) 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 - 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.

## Section 4 - Work Rules

The **COUNTY** shall furnish the **UNION** a copy of work rules and regulations in writing in a timely manner. The **COUNTY** will make copies available to all employees. Work rules or regulations shall not become effective until the **UNION** is sent a copy and they are made available to the affected employees.

# Section 5 - Licenses

The **COUNTY** shall continue to reimburse employees for the cost of occupational licenses/certifications and registrations required for the performance of their jobs.

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## 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 **UNION**, state and federal laws and regulations. Disputes arising under this provision, for which there is a legal remedy, may be processed through the grievance procedure but are not arbitral.

## Section 7 - Uniforms

- (A) The COUNTY shall furnish a maximum of one hundred twenty dollars (\$120) for reimbursement of required uniforms and shall reimburse replacement costs to a maximum of one hundred twenty dollars (\$120) annually, provided that proof of needed replacement and actual purchase is furnished to the COUNTY.
- (B) The **COUNTY** shall furnish the following protective clothing for Animal Welfare Officers regularly assigned to field operations: two (2) pair pants, two (2) summer shirts, two (2) winter shirts, one (1) summer jacket (windbreaker), one (1) winter jacket, one (1) rain jacket.
- (C) Uniforms will be replaced as determined by the COUNTY. Uniforms purchased by the COUNTY are COUNTY property and shall be returned to the COUNTY upon termination of employment.

### Section 9-8 - 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, 4th and 11th Streets on the North and South of the Lane County Public Service Building and the Courthouse.
- (C) AFSCME represented employees stationed at the Lane County Adult Corrections facility and working for the Lane County Sheriff's Office shall be provided free parking.
- (B) 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.