



TA'd 9/16/21



AFSCME 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.

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.

Exempt Employee: The term "exempt employee" shall mean those employees who are meet the definition of exempt under not covered by the Fair Labor Standards Act.

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, which 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,



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including work time and paid leave time.

Part-time Employee: the term "part-time employee" shall mean an employee whose normal work week is less than forty (40) hours and less than eighty (80) hours in a pay period.

Pay Period: The term "pay period" shall mean two (2) workweeks.

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 and which work at least twenty (20) hours per week.

Permanent Employee: The term "permanent employee" shall mean an employee who has been hired and is working in a permanent position.

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, ~~demoted~~ or promoted employee is on probation.

Promotion: The term "promotion" shall mean a change 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 Employee's Retirement System applicable to employees of Lane COUNTY.

Seasonal Employee: The term "seasonal employee" shall mean a bargaining unit employee who is in a position which has been approved by the COUNTY Board of Commissioners; which is included in the adopted COUNTY budget; which is for work in excess of twenty (20) hours per week, but which is budgeted for less than six (6) months duration.

Temporary Employee: The term "temporary employee" shall mean any bargaining unit 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.

Transfer: The term transfer shall mean the change of an employee from one position to another within the same classification in different departments or from one classification to another at the same pay grade or one grade lower, either within or outside the department.

Work Time: The term "work time" shall mean the time the employee actually spends performing compensated work activities.

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