



# LANE COUNTY

HUMAN RESOURCES DIVISION / 125 East 8th Ave. / Eugene, OR 97401  
Phone: (541) 682-3665/ Fax: (541) 682-4290

W. 10. C.

## AGENDA COVER MEMORANDUM

**AGENDA DATE:** May 17, 2006.

**PRESENTED TO:** Board of County Commissioners

**PRESENTED BY:** Frank Forbes, Labor Relations Manager

**AGENDA TITLE:** **IN THE MATTER OF RATIFYING THE TENTATIVE AGREEMENT BETWEEN LANE COUNTY AND ADMINISTRATIVE-PROFESSIONAL ASSOCIATION OF LANE COUNTY PUBLIC WORKS. INC.**

### I. MOTION

**MOVE APPROVAL OF ORDER 06 -- \_\_\_\_\_.**

### II. ISSUE

The current Agreement between Lane County and the Administrative-Professional Association of Lane County Public Work, Inc. expires on June 30, 2006. Should Lane County approve wage, benefit and language changes for the Agreement covering July 1, 2006-June 30, 2009?

### III. DISCUSSION

#### A. Background

The Board reviewed various contract issues and authorized the County's bargaining team to enter in negotiations for wage, benefit and language changes with Admin.-Pro.. The Board established overall goals and objectives for the negotiations. The negotiations resulted in a tentative agreement reached on April 24, 2006. The Association ratified the tentative agreement on May 3, 2006

#### B. Analysis

The tentative agreement is for a three year contract, July 1, 2006 – June 30, 2009. It includes wage, benefit and language changes. A more detailed summary is attached. The economic highlights include:

**SUMMARY**  
**Changes to Administrative-Professionals Bargaining Agreement**  
**2006-2009**

**Article X Wages**

Provides for an additional County contribution to the deferred compensation program of .5%, for a total of 1%, effective the first pay period following July 1, 2006

Provides for an additional County contribution to the deferred compensation program of 1%, for a total of 2%, effective the first pay period following July 1, 2007..

Provides for an additional County contribution to the employee's deferred compensation account of 1%, for a total of 3%, effective the first pay period following July 1, 2008.

Provides for the County to pick up the employee's 6% IAP contribution, effective the first pay period following July 1, 2006.

**Article XII Insurance**

Provides that, effective August 1, 2006, the traditional plan will include a \$1,500 maximum out of pocket (current \$1,000) and the drug formulary with \$15, \$30, & \$35 (current is \$10, \$20 & \$25).

**Clarifies contract language for several provisions including:**

Union Rights  
Increases Personal Gear Allowance  
Grievance Procedure  
Bereavement Leave  
PERS/OPSRP

**Three Year Agreement, ending June 30, 2009.**

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER 06- ) IN THE MATTER OF RATIFYING  
 ) THE TENTATIVE AGREEMENT  
 ) BETWEEN LANE COUNTY AND THE  
 ) ADMINISTRATIVE-PROFESSIONAL  
 ) ASSOCIATION OF LANE COUNTY  
 ) PUBLIC WORKS, INC.

WHEREAS, a tentative agreement has been reached between Lane County's bargaining team and the Administrative-Professional Association of Lane County Public Works, Inc., and

WHEREAS, the agreement is consistent with the guidelines set for the by the Board of County Commissioners. Now, therefore,

**IT IS HEREBY ORDERED** that the attached tentative agreement between Lane County and the Administrative-Professional Association of Lane County Public Works, Inc. be ratified and

**IT IS FURHTER ORDERED** that the County Administrator and the County's bargaining team be authorized to execute the revised agreement on behalf of the County.

Dated this 17<sup>th</sup> day of May, 2006.

\_\_\_\_\_  
Bill Dwyer, Chair  
Board of County Commissioners

APPROVED AS TO FORM  
Date 5/17/06 Lane County  
[Signature]  
OFFICE OF LEGAL COUNSEL

**AGREEMENT**

**between**

**LANE COUNTY, OREGON**

**and**

**ADMINISTRATIVE-PROFESSIONAL ASSOCIATION OF LANE COUNTY PUBLIC WORKS, INC.**

**AGREEMENT**

**2006 - 2009**

**THIS COLLECTIVE BARGAINING AGREEMENT** is entered into by and between Lane County Board of Commissioners, hereinafter referred to as **COUNTY** and Administrative-Professional Association of Lane County Public Works, Inc., hereinafter referred to as **UNION**, and constitutes the sole and complete agreement between the parties.

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## 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 I, RECOGNITION, Section 1 (A).

**COBRA:** The term "COBRA" shall mean the Comprehensive 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.

**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.

**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 **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.

**Letter of Understanding:** The term "Letter of Understanding" shall mean any written agreement between the **UNION** and the **COUNTY** entered into or specifically made effective during the term of this *Agreement*.

**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.

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

**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 six (6) months duration and which are for work in excess of twenty (20) hours per week.

**Position:** The term "position" shall mean a group of duties and responsibilities within a classification 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.

**Professional Employee:** The term "professional employee" shall mean those employees who are not covered by the Fair Labor Standards Act. These employees are recognized by the COUNTY as employees with extensive responsibility and authority in the day to day operations of the COUNTY, the well being and effectiveness of other COUNTY employees, and are further recognized for their high degree of judgment and responsibility that has been delegated to them.

**Promotion:** The term "promotion" shall mean a change from one classification to another classification which has a maximum salary more than five percent (5%) 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. It shall include "special skills" required.

**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.

**Section:** The term "section" shall mean the next lower recognized work unit below a Division.

**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.

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

**Vacancy:** The term "vacancy" shall mean a position within the bargaining unit which is to be filled on a permanent basis through promotion or outside recruitment.

## PREAMBLE

### **Section 1 - Purpose**

The purpose of this *Agreement* is to promote mutual agreement and understanding between the parties and to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other employment relations matters pertaining to employment consistent with the **COUNTY**'s objective of providing maximized efficiency and services to the public of Lane County.

### **Section 2 - Applicability**

- (A) This *Agreement* is applicable inclusively to bargaining unit employees in the unit heretofore known as Administrative-Professional Association of Lane County Public Works, Inc. Staff who are employed at any location in the Department of Public Works or its successor.
- (B) It is agreed and understood that this *Agreement* shall be limited and applicable only to bargaining unit employees, and only in connection with the performance of work within classifications covered by this Agreement.

### **Section 3 - Entire Agreement**

The specific provisions of this Agreement shall be the sole source of the rights of the **UNION** and any employee covered by this *Agreement*. The parties herein agree that the relationship between them shall be governed by the terms of this *Agreement* only; no prior agreements, amendments, modifications, alterations, additions or changes oral or written, shall be controlling or in any way affect the relations between the Parties, or the wages, hours and working conditions.

### **Section 4 - Gender**

All references in this *Agreement* designate both sexes, and wherever either gender is used, it shall be construed to include both female and male.

## ARTICLE I

### RECOGNITION

#### Section 1 - Recognition

For the purposes of collective bargaining with respect to wages, hours, benefits and other employment relations matters, the **COUNTY** recognizes the **UNION** as the sole and exclusive representative of all employees, employed in positions classified as indicated in Schedule A or their successors, exclusive of persons so employed and classified but in a confidential or supervisory capacity, and persons so employed on June 30, 1987 who have not voluntarily joined the **UNION**.

#### Section 2 - Recognition Questions

Should the **COUNTY** and the **UNION** not agree with respect to the inclusion in or exclusion from the bargaining unit of a new or existing classification, the **UNION** may file a petition with the Employment Relations Board pursuant to the appropriate sub-section(s) of the Oregon Administrative Rules, Chapter 115, Division 25, Section 115-25-005. The applicable statutory considerations shall apply.

## ARTICLE II

### MANAGEMENT RIGHTS

#### Section 1 - Retention of Rights

- (A) The **COUNTY** retains all rights respecting decisions and actions affecting the operation and management of its business where not specifically in conflict with this Agreement.
- (B) It is agreed that the management of the **COUNTY** and the direction of the working forces, including, but not limited to, the right to hire, promote, transfer, assign, suspend, demote, to discharge or otherwise discipline employees; to increase or decrease the working force; to determine the methods, means, personnel and schedules by which the efficiency of government operations entrusted to the **COUNTY** are to be maintained; to establish, revise and implement safety and health standards; to contract or subcontract work; to discontinue all or any part of its operations; to transfer work from the bargaining unit; to determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and to assign employees to such duties for periods to be determined by the **COUNTY**; to establish new jobs, or eliminate or modify existing job classifications; to adopt and enforce rules, regulations, policies and procedures governing the conduct of its work forces; and to take whatever other action is deemed appropriate by the **COUNTY**, is vested exclusively in the **COUNTY** except when specifically in conflict with this Agreement.

#### Section 2 - Uniform Application

Any rule or procedure issued under the Management Rights clause shall be uniformly applied to all affected employees who are similarly situated.

It is recognized that **COUNTY** may be required to take employment actions pursuant to the Americans with Disabilities Act (ADA), Workers' Compensation, or other federal or state laws, regulations or rules that require exceptions to **COUNTY**'s basic employment standards. Such required exceptions shall not establish a general employee standard requiring uniform application under this provision and shall only apply to employees who meet the requirements or standards of the applicable laws, regulations or rules.

#### Section 3 - Contracting out

It is the general policy of the **COUNTY** to utilize its employees to perform work they are qualified to perform. However, the **COUNTY** reserves the right to contract out any work that in its sole discretion it deems necessary. Prior to making its final determination, the **COUNTY** agrees to notify the **UNION** in writing, and upon timely written request of the **UNION** (within 14 days), follow the provisions of Article XVII, Section 1 - Change in Conditions prior to implementing any decision to contract out bargaining unit work. These provisions of Article XVII, Section I shall not apply in the case of an emergency as determined by the **COUNTY**.

## ARTICLE III

### DUES DEDUCTION/FAIR SHARE

#### Section 1 - Fair Share

- (A) It shall be a condition of employment that all bargaining unit employees covered by this Agreement shall, on the thirty-first day following employment, either become members of the **UNION** and shall pay monthly **UNION** dues and initiation fees, or pay to the **UNION** that percentage of full dues allowed by law, as their fair share of the cost of representation except as expressly modified in paragraphs (B) and (C) below.
- (B) Inasmuch as it is required that the **UNION** represent every employee within the bargaining unit, each employee is thus a recipient of the **UNION**'s Services. Therefore, subsequent to the signing of this Agreement and thereafter, an employee who has been employed by the **COUNTY** in the bargaining unit for more than thirty (30) days but is not a member of the **UNION**, must proportionally and fairly share in the cost of the collective bargaining process. An amount as specified by the **UNION** per Section 2(A) of this Article shall be segregated by the **UNION** and used on a pro rata basis solely to defray the cost of its services rendered in negotiating and administering this Agreement. The **UNION** shall upon written request rebate fair share deductions in excess of representation costs at least annually.
- (C) Any bargaining unit employee who objects to fair share payments on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, will be required to inform the **COUNTY** and **UNION** of such objections. The employee will meet with a representative of the **UNION** and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the fair share amount to nonsectarian, non-religious charity.

#### Section 2 - Deduction of Dues and Fees

- (A) The **UNION** shall notify the **COUNTY** of the current rate of dues, initiation fees and fair share in lieu fees in a timely manner which will enable the **COUNTY** to make necessary payroll deductions as specified below.
- (B) The **COUNTY** shall make three (3) equal deductions from the first three (3) paychecks toward payment of the **UNION** initiation fee, or payment in lieu of initiation fee.
- (C) The **COUNTY** shall deduct from the second pay period of each month, not to exceed twelve (12) times per year, of all employees in the bargaining unit, a uniform amount for the payment of **UNION** membership or payment in lieu of dues, to the union.

#### Section 3 - Dues Transmittal/Hold Harmless

- (A) The **COUNTY** agrees to remit the aggregate deductions, together with an itemized statement to the union, by the first day of the succeeding month after such deductions are made.
- (B) The **UNION** agrees to release the **COUNTY** and save the **COUNTY** harmless from any liability whatsoever in performing its obligations as specified in this Article "Dues Deduction/Fair Share." Any costs incurred in the defense of the **COUNTY** in any legal action brought against the **COUNTY** for implementing the provisions of this Article shall be borne by the **UNION**. Nothing in this section shall be construed as to limit the **COUNTY**'s obligation to deduct and transmit dues and fees to the **UNION**.

## ARTICLE IV

### UNION RIGHTS

#### Section 1 - Union Activity

- (A) The **UNION** or its representatives shall have the right to conduct official **UNION** business on **COUNTY** property at such times and in a manner which does not interrupt **COUNTY** operations or efficiency. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval. The **UNION** shall conduct all business on other than **COUNTY** time except as expressly authorized elsewhere in this Agreement.
- (B) The **COUNTY** agrees to furnish bulletin boards to be placed in designated places in each work area. The **UNION** shall limit the use of such bulletin boards to the posting of notices of general interest and **UNION** meetings, exclusive of objectionable material, and shall maintain the bulletin boards in good order.
- (C) The **COUNTY** agrees that the **UNION** Business Agent, or designated representative shall have reasonable access to the premises of the **COUNTY** for the purpose of ascertaining whether this Agreement is being observed. The **UNION** Business Agent, or designated representative, shall first report their presence and intentions to the Director of Public Works, or designated representative, and shall conduct their activities in a manner that avoids loss of time or disruption of operation.
- (D) Employee members of the **UNION** bargaining team shall not suffer loss in pay while participating in bona fide negotiation sessions between the **UNION** and the **COUNTY**, provided, however, that the number of such employees shall be limited to three (3) at any one time, and provided further than no more than two (2) such employees shall be from the same Section within a Division of the Department of Public Works with four (4) or more positions in the bargaining unit, or more than one (1) from any Division of the Department of Public Works with three (3) or fewer positions in the bargaining unit.
- (E) The **UNION** shall have access to **COUNTY** duplication equipment, upon appropriate prior approval, at such times as it is available, at the applicable **COUNTY** rate. It is understood that **COUNTY** use shall take priority over **UNION** use of such equipment. Use shall be by **UNION** members on their own time.
- (F) **COUNTY** employees have the right to join and participate in the activities of the **UNION** for the purposes of representation and collective bargaining with the **COUNTY** on matters concerning employment relations as long as a loss of time or disruption of **COUNTY** business is not incurred.
- (G) The **COUNTY** agrees that where, in the judgment of the **COUNTY**, its operations will not be seriously disrupted, it will allow one (1) **UNION** Executive Board member to attend Executive Board Meetings. It shall be understood that this shall be limited to no more than six (6) meetings per year with a maximum duration of ninety (90) minutes per meeting.

#### Section 2 - County Union Meetings

From time to time issues of mutual concern will arise which may need discussion between the **COUNTY** and the **UNION**. Such discussion, when practicable, shall be held during regular working hours on **COUNTY** premises and without loss of pay to participating employees, provided that such employees shall not exceed three (3) in number, unless otherwise agreed to by the **COUNTY**. Notice of the prospective topics of discussion shall be furnished with the request for a meeting.

**Section 3 - Union Business**

- (A) The **COUNTY** shall grant **UNION** officers up to two (2) days off per month to conduct **UNION** business during normal work hours provided that no more than two (2) **UNION** officers nor more than one (1) at any one time shall be granted time off under this provision during any one month. Such time is to be taken in no less than one-half day increments, scheduled in advance and shall be scheduled in such a manner as not to disrupt the normal operations of the Department. Prior to the beginning of each month, the **UNION** shall notify the Director of the Department of Public Works, in writing, which **UNION** officer(s) are authorized time off to conduct **UNION** business during the ensuing month.
- (B) All costs associated with this time shall be borne by the **UNION**, provided however:
- (1) The **UNION** officers(s) shall remain on the **COUNTY** payroll for the hours spent in conducting **UNION** business, and
  - (2) The **UNION** hereby authorizes the **COUNTY**, prior to transmittal, to deduct from the dues deducted pursuant to Article III of this Agreement an amount equal to 150% of the regular hourly rate of the **UNION** officer for each hour the **UNION** officer is conducting **UNION** business pursuant to this section.

**Section 4 - Information**

- (A) The **COUNTY** agrees to furnish to the **UNION**, at no cost, an electronic copy of all regulations, and copies of the Lane Code, Administrative Procedures Manual, Lane Manual and classification specifications, including amendments and additions. The **UNION** will pay for additional copies of the Lane Code, Lane Manual and Administrative Procedures Manual, if needed.
- (B) The **COUNTY** agrees to furnish the **UNION**, in response to written requests from time to time, information pertaining to employees covered by this Agreement, which is readily available to **COUNTY** Administration in the regular course of business and not exempt from public disclosure.

**Section 5 - Protection of Rights**

- (A) The parties shall not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed under ORS 243.650 to 243.782 or this Agreement and the **COUNTY** further agrees not to dominate or interfere with or assist in the formation, existence or administration of the **UNION** or any successor employee organization.
- (B) The parties agree that any acts described within this section constitute Unfair Labor Practices under ORS 243.672 and are subject to appeal and review by the Employment Relations Board pursuant to Oregon Administrative Rules, Chapter 115, Division 35. Therefore, this section is not subject to Article VI - Grievance Procedure of this Agreement and shall be subject exclusively to the applicable Oregon Revised Statutes and Oregon Administrative Procedures

**Section 6 - Officers and Stewards**

The **UNION** shall provide a current list of its officers and stewards to the Labor Relations Manager, or designated representative. The **UNION** shall notify the Labor Relations Manager, or designated representative, of changes to this listing in a timely fashion.



## ARTICLE V

### DISCIPLINE AND DISCHARGE

#### Section 1 - Causes for Discipline

- (A) An employee who has completed the probationary period as defined in Article VIII of this Agreement shall not be disciplined or discharged without just cause. In determining if just cause exists, the following three tests must be met:
  - (1) Did the employee breach a rule or commit an offense as charged?
  - (2) Did the employee's act or misconduct warrant corrective action or punishment?
  - (3) Is the penalty just and appropriate to the act or offense as corrective punishment?
- (B) Disciplinary action shall be accomplished in a manner, which affords the employee the most protection possible from embarrassment before other employees or the public.
- (C) Discipline shall consist of one of the following:
  - (1) Oral warning
  - (2) Written warning
  - (3) Suspension
  - (4) Demotion
  - (5) Discharge
- (D) Disciplinary action involving an oral or written warning shall take place within fourteen (14) calendar days of the date of occurrence for which action is being taken. Both oral and written warnings shall be documented in the employee's official personnel file.
- (E) In the event of disciplinary action involving suspension, demotion, or discharge, the issuance of a notice of a pre-disciplinary hearing shall take place within twenty-eight (28) calendar days of the date of occurrence.
- (F) For purposes of this Section, date of occurrence shall mean the date the **COUNTY** received a complaint, either oral or written, or had or should reasonably have had knowledge of an occurrence. Calendar days shall not include any paid leave days.
- (G) It shall be understood that no disciplinary action shall be based on an oral or written warning in the official personnel file, which is more than three years old.

#### Section 2 – Investigatory Interviews and Weingarten Rights

- (A) When **COUNTY** considers disciplinary action involving suspension, demotion, or discharge, **COUNTY** shall interview the accused employee before determining to issue the notice of pre-disciplinary hearing. **COUNTY** shall provide **UNION** with written or E-mail notice whenever an investigation is being initiated pursuant to this Article.
- (B) The **UNION** shall take assertive steps to advise its membership of their Weingarten Rights. No less than once a year, it shall train its membership in how and when bargaining unit members may request **UNION** representatives to be present and the proper roles of an **UNION** representative during an investigatory interview.
- (C) In the event a bargaining unit member is subject to an investigatory interview by her/his immediate supervisor and said supervisor believes, prior to such inquiry, that discipline could accrue to the interviewed bargaining unit member as the direct result of the information expected to be learned

during the interview, said supervisor shall advise the bargaining unit member of her/his right to have an **UNION** representative present during the inquiry. Nevertheless, failure of the Supervisor to advise the bargaining unit member of her/his Weingarten Rights shall not prevent the use of the information gained in the interview nor shall it be the basis of vacating any disciplinary action.

- (D) The acquisition of a **UNION** representative shall not delay the inquiry.

### **Section 3 - Pre-disciplinary Hearing**

When the **COUNTY** intends to take disciplinary action involving suspension, demotion, or discharge, the **COUNTY** shall notify the non-probationary employee and the **UNION** in writing of the charges against the employee and the proposed disciplinary action, and shall provide the employee with the opportunity to respond to the charges at a hearing with the supervisor or person having authority to impose the proposed disciplinary action. In the event this proceeding is recorded, the **COUNTY** will provide a copy of the tapes and/or transcript to the **UNION**.

- (A) The non-probationary employee whose discipline involving discharge or suspension is being considered shall be granted fourteen (14) calendar days or more by mutual agreement to prepare for the disciplinary hearing.
- (B) The employee shall be entitled to have a representative of their choosing at the pre-disciplinary hearing.

### **Section 4 - Effective Date of Discipline**

Once an employee has received official notification of any disciplinary action, such action shall be final subject to the grievance procedure, ARTICLE VI of this Agreement.

### **Section 5 - Physical or Mental Disability**

- (A) For non-disciplinary reasons, an employee's employment may be terminated or an employee may be reduced in rank because of physical or mental disability which disability precludes the employee from the proper performance of the essential duties of his/her job on a regular full time basis.
- (B) Prior to any action taken pursuant to this provision, such action is subject to a pre-determination hearing.

### **Section 6 - Extension of Time**

Extensions to the time limits shall be permitted under the following circumstances:

- (A) The time limits set forth in this article may be extended by mutual agreement.
- (B) If the employee, the supervisor or any other directly involved individual is unavailable to properly investigate the incident due to illness or vacation, the time limits specified herein shall be extended by the number of days the individual(s) specified are unavailable.
- (C) If the incident(s) giving rise to the potential disciplinary action involve alleged criminal activity, the time limits specified in this article shall commence at the close of any related criminal investigation and/or legal action.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### **Section 1 - Purpose**

- (A) The purpose of this procedure is to secure, at the lowest possible level, mutually acceptable solutions to grievances that 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 with the authority to respond with a proposed resolution on behalf of the **COUNTY**.

#### **Section 2 - Grievance Steps**

##### **(A) STEP 1**

- (1) In accordance with Section 1(D) of this Article, the aggrieved party 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 a written statement of their position within seven (7) calendar days.

##### **(B) STEP 2**

If the grievance cannot be resolved in Step 1 above, or the supervisor has not submitted a written reply within seven (7) calendar days, the grievance may be referred, in writing no later than seven (7) calendar days following the Step 1 response, to the applicable Division Manager or designated representative who shall investigate the particulars of the grievance and shall have the authority to resolve the issue within seven (7) calendar days of receipt, and shall furnish a written reply to the aggrieved party within that time period.

##### **(C) STEP 3**

- (1) If, after proceeding through Step 2 above, the grievance is still unresolved, the aggrieved party or designated representative may refer it to the Director of the Department of Public Works, no later than thirty (30) calendar days from the date of the Step 2 response or date

when said response is due, who shall designate the **COUNTY's** Labor Relations Manager, or designee, and one other management person to act on their behalf to meet with an equal number of **UNION** representatives on behalf of the employee for the purpose of reviewing the grievance and of making a recommendation to the Department Head for resolution.

- (2) Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.
- (3) The parties shall meet within thirty (30) calendar days from the date of referral to Step 3.
- (4) Any grievance that involves discharge, or is of a class action nature, may be introduced at this step, subject to the approval of both parties.

(D) **STEP 4**

If the Committee is unable to reach a consensus regarding a resolution or the Director of the Department of Public Works fails to accept the recommendation of the committee, the matter may be referred to an arbitrator for final determination, provided that such referral shall take place within thirty (30) calendar days of the commencement of the Step 3 meeting. Only the **UNION** may submit a grievance to arbitration.

**Section 3 - Arbitration**

- (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 party, to be determined by lot, first striking off one of the five (5) names submitted by the State Mediation and Conciliation Service and thereafter the parties alternately striking names until one name remains. It is understood that in the event either party objects to the list of names supplied by the State Mediation and Conciliation Service, a second list may be requested.
- (B) The arbitrator shall have no authority to add to, subtract from, 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. The standard of review of the arbitrator is whether the **COUNTY** violated, misapplied, or misinterpreted a specific term(s) of 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 actual amount of salary lost during the period from fourteen (14) days prior to filing the grievance until implementation of the arbitrator's award, less any compensation that the employee received, including unemployment compensation.
- (D) The decision 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.
- (D) All grievance proceedings and reasonable investigation time, where practicable, shall be held during the regular hours, 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) A grievance may be terminated at any time upon receipt of a signed statement from the employee, or duly designated representative, stating the matter is no longer at issue.
- (F) A resolution of a grievance reached at or after Step 3 of this procedure, and approved by the Department Head, shall have the same effect as an Arbitration award on the department.

**Section 5 - Time Limits**

- (A) Any time limit in this procedure 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.
- (B) 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.
- (C) 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.

## ARTICLE VII

### 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 copies of this Agreement to new employees.

#### Section 2 - Personnel File

- (A) The **COUNTY** shall maintain records relative to each employee's performance, promotion, discipline, substantiated, 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 the Personnel Division. The official Personnel File shall be available to the employee and their designated representative for review and copying. Upon request, 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.
- (B) Employees shall be made aware of all documents placed in his/her Personnel File. Any member of the bargaining unit who disagrees with the content of a document which is critical of the employee placed in his/her Personnel File may prepare a written rebuttal and have such rebuttal document placed in their Personnel File provided that such documentation be submitted to the **COUNTY** Personnel Division via the Director of Public Works within thirty (30) calendar days of the date stated on such negative document. The Director of the Department of Public Works must submit said documentation to the County Personnel Division within five (5) days of receipt.
- (C) It shall be understood that any document added to an employee's official Personnel File, without the employee's knowledge, shall not be considered against the employee in any action affecting said employee.
- (D) Any member of the Bargaining Unit may be permitted to add job-related documents pertinent to their employment to their personnel file provided that such documentation be submitted to the **COUNTY** Personnel Division via the Director of Public Works.

#### Section 3 - Expense Reimbursement

- (A) Employees required by the **COUNTY** to remain overnight outside their immediate area of residence shall receive reasonable reimbursement of actual expenses incurred for lodging and meals, provided however, that reimbursement for meals shall not normally exceed the effective APM rate on the day the expense was incurred, unless prior approval is secured from the Director of the Department of Public Works. **COUNTY** may make arrangements for the employee's overnight lodging or, at the employee's option, the employee may arrange lodging at another establishment and receive reimbursement not to exceed the cost the **COUNTY** would have paid for the arrangements it would make.
- (B) Receipts for lodging expenses are to be turned in with the report of expenses incurred. Receipts for meals shall not normally be required.
- (C) Employees required to use personal vehicles in the performance of job duties, or who are required to work at a location other than their established reporting place, shall be reimbursed mileage expenses at the then current rate as established by the Board of County Commissioners.

- (D) At the discretion of the employee, an optional non-receipted expense reimbursement of fifty-five dollars (\$55) per diem per twenty-four (24) hour period for meals and lodging shall be granted by the **COUNTY** in lieu of (A) and (B) of this Section.
- (E) This provision is strictly for reimbursement for meals actually purchased. Employees required to attend conferences, seminars or training sessions, outside the **COUNTY**, shall be entitled to reimbursement of meal expenses when such meals are not provided as part of the conferences, seminars or training sessions subject to the following:
- (1) Breakfast - when the employee must leave their residence for traveling to the conference, seminar or training session location more than one (1) hour in advance of their normal departure time.
  - (2) Lunch - when the conference, seminar or training session spans the employees normal lunch break or when the conference, seminar or training session ends immediately before or starts immediately after the employee's normal lunch break.
  - (3) Dinner - when the employee's return from the conference, seminar or training session location to his/her regular duty station or residence, whichever is sooner, will be more than two (2) hours after said employee's normal quitting time to reach their residence.

Receipts may be required for meals when the cost of same exceeds the per diem rate provided in the **COUNTY**'s APM or when there is reason to suspect that the request for reimbursement is flawed or represents false or inaccurate claims.

- (F) Employees shall exercise good judgment and particular regard for economy while traveling or incurring reimbursable expenses in connection with **COUNTY** business. Any expense for which an employee requests reimbursement should directly and clearly relate to the conduct of **COUNTY** business.

#### **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.

#### **Section 5 - Personal Gear**

- (A) For bargaining unit employees directing field activities, including equipment maintenance, as a major portion of their responsibilities, the **COUNTY** shall provide non-probationary and promotional probationary employees two hundred dollars (\$200) annually for other work-related personal gear, such as gloves, boots and rain gear. Eligible employees shall receive one hundred dollars (\$100) on March 1 and one hundred dollars (\$100) on September 1.
- (1) Effective July 1, 2007, the annual amount shall be two hundred and five dollars (\$205).
  - (2) Effective July 1, 2008, the annual amount shall be two hundred and ten dollars (\$210).
- (B) Non-probationary and promotional probationary employees who generally work indoors, but who are assigned to work outdoors on a seasonal or part-year basis shall receive an annual allowance equal to fifty percent (50%) of the amount provided in subsection (A) above for work-related personal gear, such as gloves, boots and rain gear, subject to the following:
- (1) To be eligible for the payment, an employee must work outdoors full time for at least sixty (60) work days on a seasonal or part-year basis during the calendar year prior to the payment date. Work days do not need to be consecutive for purposes of this provision.

- (2) Eligible employees shall receive the payment referenced herein on or about March 1 of the year following the completion of the qualifying outdoor work.
- (C) The **COUNTY** shall provide non-probationary and promotional probationary employees who regularly work on the oiling, crack sealing and paving crews an additional fifty dollars (\$50) annually for the excessive wear on their boots. Eligible employees shall receive this fifty dollars (\$50) on September 1.
- (D) Employees who complete the probationary period between payment dates shall receive a pro-rated amount based upon the number of full months between the time they complete the probationary period and the next payment date.
- (E) The **COUNTY** may require that employees wear such work-related personal gear.
- (F) Questions concerning the adequacy of work-related personal gear shall be referred to the Safety Committee. The decision of the Safety Committee shall be binding on the **COUNTY** and the employee.

#### **Section 6 - COUNTY Provided Gear**

- (A) The **COUNTY** will provide any required special gear, such as hip boots, chest waders and rubber gloves, which is required for special work activities. The **COUNTY** shall maintain at all times, the functional quality of protective gear or equipment furnished by the **COUNTY**.
- (B) All special gear must be returned to the **COUNTY** in reasonable condition following use. Employees shall be charged the then current replacement rate for equipment or gear not so returned.

#### **Section 7 - Uniforms**

When the **COUNTY** requires employees to wear uniforms, one of the following, at the **COUNTY's** option, shall apply:

- (A) **COUNTY** shall annually, on or about January 15<sup>th</sup>, provide uniforms consisting of:
- Pants or Shorts (Up to a total of 3 pair)
  - "T" Shirts and "Enforcement" Shirts – (Up to a total of 4)
  - Heavy jacket (1)
  - Lightweight Coveralls (1)

Employees shall be responsible to launder and maintain uniforms in good repair. Employees shall be responsible to replace items damaged or destroyed during the course of the year following distribution by the **COUNTY**.

OR

- (B) Employees shall provide and maintain uniforms that meet standards established by **COUNTY**. Employees shall be responsible to launder and maintain uniforms in good repair. **COUNTY** shall reimburse uniform expenses to a maximum of one hundred fifty dollars (\$150) annually, provided that proof of actual purchase is furnished to the **COUNTY**.

#### **Section 8 - Hand Tools**

The **COUNTY** shall continue to issue appropriate hand tools as deemed necessary by the **COUNTY** for the performance of the job, provided, however, that such tools shall be used for **COUNTY** business only and that the employee shall be charged the then current replacement rate for tools not returned in reasonable condition.



**Section 9 - Licenses**

- (A) Employees shall provide and maintain current any licenses required as a general condition of employment in their classification at their own expense.
- (B) The cost of any special licenses required of employees for their special job, but not normally required of their classification, shall be born by the **COUNTY**.

**Section 10 - Parking**

**COUNTY** shall not initiate parking rate increases in advance of the market but may match increases in the market while maintaining employee subsidy at current percentage discounts.

## ARTICLE VIII

### SELECTION/PROMOTION

#### **Section 1 - Job Posting**

Each vacant bargaining unit position, except those filled by lateral transfer, shall be posted for employment applications.

#### **Section 2 - Promotional Preference**

Permanent, non-probationary, bargaining unit employees who complete an official employment application during the posting period, specified in Section 1 above, and who meet the minimum qualifications for the classification shall be eligible for promotional preference for all bargaining unit positions, subject to the following:

- (A) Promotional preference eligibility shall be based on: (a) meeting the minimum qualifications for the classification and (b) scoring at least 70 percent on an examination and/or supplemental questionnaire and/or other testing tools as determined by the **COUNTY** to be appropriate for the vacant position. An employee may elect to re-submit his/her score from a previous application for a position in the same classification within the same specialized task area for a period of one (1) year.
- (B) A perfect score on the examination and/or supplemental questionnaire and/or other testing tools combined shall equal 100 points. All employees who achieve a score of at least 70 percent will receive seniority points at the rate of two (2) points for each full year of employment up to a maximum of 20 points (10 years of service).

#### **Section 3 - Referral**

- (A) Promotional candidates who scored a minimum of 70 percent on the examination and/or supplemental questionnaire shall be given promotional preference in the order of their total score as determined by Section 2 (B), above.
- (B) Other promotional candidates who meet the minimum qualifications for the classification shall be placed in the list of potential candidates in the order of their score on the examination and/or supplemental questionnaire only.
- (C) If three (3) or more bargaining unit candidates qualify for promotional preference, only bargaining unit candidates will be referred for an employment interview up to a maximum of five (5) candidates. If fewer than three (3) bargaining unit candidates qualify for promotional preference, the top five (5) candidates from all sources, but specifically including all promotional preference candidates per paragraph (A) above, shall be referred to the appointing authority for an employment interview.
- (D) The appointing authority may select any one of the candidates

#### **Section 4 - Transfers**

- (A) The Department Director, or his/her designee, may reassign an employee from one work site to another within the same classification.
- (B) Whenever possible, the Department Director, or his/her designee, must give an employee fourteen (14) calendar days notice of a reassignment if the reassignment is being made without the employee's consent.
- (C) The Department Director, or his/her designee, may, with the consent of the employee, transfer an

employee from one authorized position to another within the same occupational field provided the salary ranges are within five percent (5%) and that the minimum requirements for the new classification are not substantially different than those for the classification currently occupied.

- (D) If an employee is interested in initiating a reassignment or transfer, he/she must follow the applicable departmental procedure. If there is no established procedure, a written request may be submitted to the Department Director.
- (E) The Department is not required to fill a position with a reassignment or transfer candidate. The Department may elect to fill the position through the normal recruitment and selection procedures.

### **Section 5 - Reclassifications**

For the term of this Agreement, the following shall govern the affect of the **COUNTY** exercising its right to reclassify filled positions in the bargaining unit:

- (A) Incumbents in positions being reclassified upward must meet the minimum qualifications for the new classification.
- (B) If, over time, the complexity or level of responsibility of a position increases:
  - (1) The Department may submit a request for reclassification to Personnel.
  - (2) The employee may request a reclassification from the Department.
  - (3) Affected employee(s) shall be notified of all requests for reclassification.
- (C) If an upward reclassification is predicated on a reorganization, all interested employees within the Department presently classified in the next lower classification level and who meet minimum qualifications shall be interviewed for the position. Selection will be based on experience, qualifications and seniority from amongst those employees interviewed. The **UNION** and all eligible employees will be notified of the opportunity.
- (D) If a position is reclassified downward, the layoff procedures of this Agreement, Article XVI shall take affect, unless the incumbent employee elects voluntary demotion. If an employee is demoted under these circumstances, his/her salary shall not be reduced.
- (E) The **UNION** shall be notified of all reclassifications within fourteen (14) days of final.

### **Section 6 - Probationary Period**

- (A) The probationary period is an integral part of the employee selection process and provides the **COUNTY** and the probationer an equal opportunity to observe each other to determine the desirability of a continued working relationship. As part of the selection process it likewise provides each with an equal opportunity to discontinue that working relationship at any time during the established probationary period.
- (B) The **COUNTY** reserves the right, as part and parcel of the selection process, to reject any probationary employee during the initial probationary period without recourse, if in the **COUNTY**'s opinion such rejection is in the best interest of the **COUNTY**. In the event of the rejection of a probationary employee, the **COUNTY** shall notify such employee fourteen (14) days prior to the effective date of such rejection, or at the option of the **COUNTY**, shall provide two (2) weeks pay in lieu of such notice.
- (C) New employees employed in classifications represented by the **UNION**, shall serve a probationary period of one (1) continuous year worked in that classification.

- (D) Employees who are transferred from one position to another but do not change classification, shall not serve a probationary period.
- (E) Employees who are promoted to another classification shall serve a new probationary period. Such employees, who fail, as determined by the **COUNTY**, to satisfactorily meet the requirement of the new position or classification, at any time during the probationary period, shall be returned to the previously held position or classification in the former division. Employees rejected in probation shall not be eligible to compete for a position in the same classification within the same specialized task area for a period of one (1) year.
- (F) Any probationary employee not notified of performance deficiencies noted during the first one-half (1/2) of the probationary period may assume such performance has been acceptable to date. It is understood that such acceptable performance does not presume continued employment for the balance of the probationary period.