



LANE COUNTY

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W. 10. d.

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 THE LANE COUNTY PUBLIC WORKS ASSOCIATION, LOCAL 626.**

I. MOTION

MOVE APPROVAL OF ORDER 06 -- _____.

II. ISSUE

The current Agreement between Lane County and the Lane County Public Works Association 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 Local 626. The Board established overall goals and objectives for the negotiations. The negotiations resulted in a tentative agreement reached on April 20, 2006. The Association ratified the tentative agreement on May 10, 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:

1. The County will pay the 6% employee contribution to the Individual Account Program (IAP) to PERS, effective July 1, 2006.
2. An additional County contribution of 1%, total of 2%, to the employee's deferred compensation account, effective the first pay period following July 1, 2007.
3. An additional County contribution of 1%, total of 3%, to the employee's deferred compensation account, effective the first pay period following July 1, 2008.

Estimated costs and funding: The costs for the changes for the first year of the Agreement are estimated to be \$353,000 and the Department of Public Works has indicated that there are adequate funds in the 2006-2007 budget, with some adjustments. The additional costs for the second year, over the first year, are \$58,900. The total three year costs, with repeat costs are estimated at \$1, 180,000. Depending on road funding, these costs are included in the financial plan.

C. Alternatives/Options

1. Ratify the Agreement
2. Reject the Agreement

D. Recommendation

Approve Option 1. The County bargaining team recommends approval of the Board Order to ratify the proposed agreement.

IV. IMPLEMENTATION/FOLLOW-UP

Following Board action, the County staff is prepared to implement the change to the IAP contribution, the deferred compensation changes and the contract language amendments.

V. ATTACHMENT

Board Order
Tentative Agreement Summary
Proposed Agreement with Local 626

SUMMARY
Changes to 626 Bargaining Agreement
2006-2009

Article X Wages

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

Continues the current plan.

Clarifies contract language for several provisions including:

Union Rights
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**
) **LANE COUNTY PUBLIC WORKS**
) **ASSOCIATION LOCAL 626**
)

WHEREAS, a tentative agreement has been reached between Lane County's bargaining team and the Lane County Public Works Association, Local 626, and

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

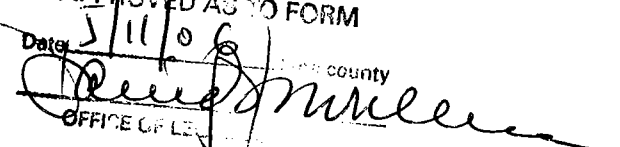
IT IS HEREBY ORDERED that the attached tentative agreement between Lane County and the Lane County Public Works Association, Local 626, be ratified and

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 17th day of May, 2006.

Bill Dwyer, Chair
Board of County Commissioners

APPROVED AS TO FORM
Date 5/11/06
Lane County
OFFICE OF LEGAL COUNSEL



AGREEMENT

between

LANE COUNTY, OREGON

and

LANE COUNTY PUBLIC WORKS ASSOCIATION LOCAL 626

AGREEMENT

2006-2009

THIS COLLECTIVE BARGAINING AGREEMENT is entered into by and between Lane County Board of Commissioners, hereinafter referred to as **COUNTY** and Lane County Public Works Association Local 626, 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.

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 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.

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 also includes "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 refer to the next smaller recognized work unit than a Division.

Temporary Employee: The term "temporary employee" shall mean any bargaining unit employee who are 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 Lane County Public Works Association Local 626 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 - 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

- (A) 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 classified as indicated in Schedule A, exclusive of persons so employed and classified but in a supervisory or confidential capacity.
- (B) Further, part-time employees who work on a year-round basis, but who are regularly scheduled to work 520 hours or less per year shall be considered "extra help" and not be eligible for permanent status. Such employees shall also not be eligible and qualified for any rights or benefits under the Agreement which are reserved for permanent probationary or non-probationary employees, including but not limited to, advancements within the wage range provided in the *Agreement* (Article X, Section 2)
- (C) SCHEDULE "A": Those employees of Lane **COUNTY** Public Works Department listed as follows:
 - Mechanic 1, Mechanic 2, Sr. Mechanic
 - Park Maintenance 1, Park Maintenance 2, Sr. Park Maintenance
 - Road Maintenance 1, 2, 3
 - General Laborer
 - Public Works Electrician
 - Fleet Purchasing Specialist
 - Sr. Fleet Purchasing Specialist

Section 2 - Division of Labor

Work historically performed by bargaining unit members shall not normally be performed by non-bargaining unit employees. This is not to be construed to change existing practice where, for example, a supervisor or lead worker may perform bargaining unit duties as part of their regular work assignment. Nothing in this section shall be construed as to limit the **COUNTY** from utilizing other persons to deal with emergency situations.

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 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 Section 1, above, 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 provisions 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** will notify the **UNION** in writing, and upon timely written request of the **UNION** (within 14 days), the County will negotiate with the Union pursuant to the provisions of ORS 243.698. In cases of emergencies, as declared by the **COUNTY**, ORS 243.698 shall not apply.

No employee will be laid off as a direct result of contracting out bargaining unit work until this process has been completed.

Section 4 - Inmate Worker Program

The **COUNTY** may utilize the services of inmate labor to perform bargaining unit work subject to the following conditions:

- (A) No layoff or attrition shall occur in the bargaining unit for the duration of this contract due to the use of the Inmate Worker Program or programs of its type.
- (B) There will be no reduction of **COUNTY** funds available to the bargaining unit because of any

programs of this type.

- (C) No bargaining unit employee shall be required to supervise, be supervised by, or work with any inmate labor involved in a program of this type.
- (D) Programs of this type may be expanded beyond bridge cleaning, guard rail clean-up, roadside litter cleanup, median strips, and manual clean-up in roadside plantings, and manual cleanup in all **COUNTY** Parks after the procedure specified in ARTICLE XVII, Section 2 has been completed.

Section 5 - Exercise of Rights

The **COUNTY** shall not exercise its rights set forth above for the sole purpose of avoiding the terms of this Agreement.

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 political grounds, ideological grounds or 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. 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 designated **UNION** Representative(s) shall have reasonable access to the premises of the **COUNTY** for the purpose of ascertaining whether this agreement is being observed. The **UNION** 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 which avoids loss of time or disruption of operation. All expenses incurred in the application of this provision shall be born by the **UNION** unless other arrangements are made with the Director of the Department of Public Works.
- (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.
- (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 members 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 one hundred twenty (120) minutes per meeting.
- (H) Any employee subpoenaed as a witness in any Employee Relations Board proceeding shall not suffer any loss of pay or benefits as a result of attending such proceeding.

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 two (2) 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 - 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, the Administrative Procedures Manual and the Lane Manual, if needed.
- (B) The **COUNTY** agrees to furnish the **UNION**, in response to reasonable written requests from time to time, information pertaining to employees covered by this Agreement, which is readily and reasonably available to **COUNTY** Administration in the regular course of business and not exempt from public disclosure.

Section 4 - Union Business

- (A) The **COUNTY** shall grant one (1) **UNION** officer two (2) days off per month to conduct union business during normal work hours. Such time is to be in one-half (1/2) day increments, scheduled in advance and shall be scheduled in such a manner as not to disrupt the normal operations of the Department. The **UNION** shall notify the Director of The Department of Public Works, in writing, which **UNION** Officer is authorized time off to conduct **UNION** business.
- (B) All costs associated with this time shall be born by the **UNION**, provided however:
 - (1) The **UNION** officer 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 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 the Arbitration Provisions (STEP 4) of Article VI-Grievance Procedure of this Agreement and further, if an Unfair Labor Practice charge is filed, any grievance over the issue becomes null and void and the issue shall become 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. The **COUNTY** shall have no obligation to recognize or deal with any individual as an official representative of the **UNION** until five (5) days after any notification pursuant to this section.

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 seven tests must be met:
- (1) Did the **COUNTY** forewarn the employee of possible consequences of his/her conduct?
 - (2) Was the rule or order involved reasonably related to the orderly, efficient, and safe operation of the **COUNTY**?
 - (3) Before administering discipline, did the **COUNTY** make an effort to discover whether the employee did, in fact, violate or disobey the rule or order?
 - (4) Was the **COUNTY**'s investigation conducted fairly and objectively?
 - (5) In the investigation, did the **COUNTY** obtain sufficient evidence or proof that the employee was guilty as charged?
 - (6) Has the **COUNTY** applied its rules, orders, and penalties evenhandedly and without discrimination?
 - (7) Was the degree of discipline reasonably related to the seriousness of the offense and the employee's record?
- (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. Discharge
- (D) Disciplinary action shall only be imposed upon an employee in relation to activities related to the employee's ability to perform his/her duties. Disciplinary action may be taken for activities that take place outside of **COUNTY** premises on off-duty time only when the employee's ability and effectiveness to perform his/her job is impaired.
- (E) Disciplinary action or the issuance of a notice of a pre-disciplinary hearing shall take place within fourteen (14) calendar days of the date of occurrence for which action is being taken. Date of occurrence shall mean the date the **COUNTY** had or should reasonably have had knowledge of the occurrence. Calendar days shall not include any paid leave days.
- (F) All documentation must be dated before inclusion in the official personnel file. Oral warnings shall be documented in the Department personnel file.

Section 2 - Pre-disciplinary Hearing

When the **COUNTY** intends to take disciplinary action involving discharge or suspension, 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 person 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 3 - 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 4 - 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, 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 with the authority to respond with a proposed resolution on behalf of the **COUNTY**.

Section 2 - Grievance Steps

(A) STEP 1

- (a) The aggrieved party or designated representative shall first attempt to informally resolve the issue with the applicable supervisor.
- (b) The supervisor shall respond within seven (7) calendar days.

(B) STEP 2

If the grievance cannot be resolved in Step 1 above, or the supervisor has not responded within seven (7) calendar days, the grievance may be referred in writing no later than fourteen (14) calendar days following the date of occurrence of the grievance to the applicable Division Manager or designated 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 furnish a written reply to the aggrieved party within that time period.

The written grievance shall include:

- (1) A statement of the grievance and relevant facts;
- (2) Applicable provisions of the contract; and
- (3) Remedy sought.

(C) STEP 3

- (a) 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.

- (b) Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.
- (c) The parties shall meet within thirty (30) calendar days from the date of referral to Step 3.
- (d) Any grievance, which involves discharge, or is of a class action nature, may be introduced at this step. For purposes of this section, "class action nature" shall refer only to those grievances that directly impact a significant group or class of employees and which the employees' immediate supervisor(s) does not have the authority to adjust.

(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 from referral to Step 3.

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.
- (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.
- (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 salary actually lost during the period from fourteen (14) 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, including unemployment compensation. The back pay limitations provided for in this paragraph shall not apply, if the cause of the back pay liability is the **COUNTY's** failure to provide the information required pursuant to ARTICLE IV, Section 3 of this agreement.
- (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.
- (G) Whenever possible, the **UNION** shall provide at least 72 hours advance notice to the Division Manager whenever an employee will be called to testify for the **UNION** in arbitration or Employee Relations Board proceedings.
- (H) Unless mutually agreed by the parties, arbitration hearings will be conducted on other than normal work hours.

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 as provided in Article IV, Section 6 to act as Stewards in the investigation and processing of grievances on behalf on 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 work hours, on County premises and without loss of pay or recrimination to the aggrieved party and one designated representative. It is understood that the **COUNTY** shall not incur overtime liability as a result of such proceedings or investigation. Time used for investigation of grievances must be requested in advance and approved by the employee's immediate supervisor. The supervisor shall not unreasonably deny any such request.
- (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. A grievance settlement without **UNION** concurrence shall not prejudice any position taken by the **UNION** during the grievance proceedings. A grievance that has been withdrawn by the employee may not be further pursued. The parties agree to document any grievance settlement.

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. 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. A grievance is settled pursuant to this paragraph shall not constitute a precedent for any future grievance.
- (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.

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 an initial supply of 25 copies of this Agreement to **COUNTY** and **COUNTY** agrees to distribute copies to new employees. If additional copies of this agreement are required during the term of this Agreement, **COUNTY** shall request such additional copies from the **UNION**.

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 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 fourteen (14) calendar days of the date stated on such negative document. Employees shall further have the right 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 the Department of Public Works. 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.

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 rate granted in the Administrative Procedures Manual, unless prior approval is secured from the Director of the Department of Public Works.
- (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 (\$55) dollars per diem per twenty-four (24) hour period for meals and lodging may be granted by the **COUNTY** in lieu of (A) and (B) of this Section.
- (E) 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 his/her residence for traveling to the conference, seminar or training session location more than one (1) hour in advance of his/her normal departure time.
 - (2) Lunch: When the conference, seminar or training session spans the employee's 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 must travel from the conference, seminar or training session located for more than two (2) hours after their normal quitting time to reach his/her residence.
- (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.
- (G) The amounts provided for as expense reimbursement under this Article shall not be less than those established by the Board of County Commissioners and listed in the Administrative Procedures Manual.

Section 4 - Work Rules

The **COUNTY** shall furnish the **UNION** a copy of all work rules and regulations in writing in a timely manner. The **COUNTY** will make copies available to all employees.

Section 5 - Personal Gear

- (A) The **COUNTY** shall provide non-probationary and promotional probationary employees one hundred and eighty dollars (\$180) annually for other work-related personal gear, such as gloves, boots and rain gear. Eligible employees shall receive ninety dollars (\$90) on March 1 and ninety dollars (\$90) on September 1.
- (B) The **COUNTY** shall provide non-probationary and promotional probationary employees who regularly work on the oiling crew an additional fifty dollars (\$50) annually for the excessive wear on their boots. Eligible employees shall receive this fifty dollars (\$50) on September 1.
- (C) 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.
- (D) The **COUNTY** may require that employees wear such work-related personal gear.
- (E) 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 - Uniform Allowance

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 15th, 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, which 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**. Special licenses shall include hazardous materials, tank vehicle and double/triple trailer endorsements to the Commercial Drivers License (CDL).
- (C) An employee who fails to maintain a license that is required as a general condition of employment in his/her classification or who has a license suspended may, at the sole discretion of the **COUNTY**, be removed from his/her position until the employee obtains or regains the license. If the employee's license is revoked, suspended or becomes otherwise invalid for a period of ninety (90) calendar days or less, the employee may use any and all applicable earned leave, if available, for the time she/he is off the job if any.

ARTICLE VIII

SELECTION/PROMOTION

Section 1 - Job Posting

- (A) Each vacant bargaining unit position, except those filled by lateral transfer, shall be posted for employment applications.
- (B) Vacant positions within the bargaining unit which would be a promotional opportunity for at least three (3) permanent, non-probationary bargaining unit employees shall be posted for promotional applications only for a period of at least seven (7) days. In this case, the recruitment shall proceed as provided in Sections 2 and 3, below.
- (C) The **COUNTY** shall be immediately free to recruit from outside the bargaining unit for all vacant positions at the entry level or where the vacancy would be a promotional opportunity for less than three (3) permanent, non-probationary bargaining unit employees without first posting for promotional preference. In this case, permanent, non-probationary bargaining unit employees who apply for the position as a promotion within the posting period shall still be eligible for promotional preference as provided in Sections 2 and 3, below.

Section 2 - Promotional Preference

Permanent, non-probationary, bargaining unit employees who complete an official employment application during the in-house posting period specified in Section 1(B), 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) A minimum of three (3) eligible applicants apply for the position during the in-house posting period above.
- (B) Promotional preference eligibility shall be based on: (a) meeting the minimum qualifications for the classification and (b) scoring at least 70 points on an examination and/or supplemental questionnaire as determined by the **COUNTY** to be appropriate for the vacant position.
- (C) All employees who achieve a score of at least 70 points will receive seniority points at the rate of two (2) points for each full six months of employment up to a maximum of 60 points (15 years of service).
- (D) All employees on layoff status shall be given an opportunity to apply for any bargaining unit vacancy in any classification which has a salary range above that of their previous classification and for which they are qualified. When applying for the vacant bargaining unit position, the employee on layoff status shall be eligible as an in-house candidate, subject to the provisions above.
- (E) The examination will be offered for each vacant, posted position. Any bargaining unit employee, who has taken the examination for a previous vacancy in the same classification and Division as the current vacancy within the previous six (6) months, may elect to submit their previous score to compete for the current vacancy.

Section 3 - Outside Recruitment/Referral

- (A) 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.

- (B) If fewer than three (3) qualified employees apply for promotion and receive a score of seventy points on the examination or Supplemental Questionnaire, the **COUNTY** shall be free to recruit candidates from outside the bargaining unit. Promotional candidates who scored a minimum of 70 points on the examination and/or supplemental questionnaire shall be placed in the list of potential candidates in the order of their total score as determined by Section 2 (C), above. 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. The top five (5) candidates from all sources shall be referred to the appointing authority for an employment interview.
- (C) The appointing authority may select any one of the candidates referred.

Section 4 - Lateral Transfers

- (A) Lateral transfers may generally only be made from one authorized position to another within the same classification.
- (B) Lateral transfers will only be considered when a position becomes vacant unless there are two (or more) transfer candidates who can "trade" positions.
- (C) If an employee is interested in being considered for lateral transfer, he/she may submit a written request for lateral transfer, clearly explaining the employee's interests, to the manager of the Division to which transfer is desired. The request must be received before a position is posted in order for a transfer to be considered.
- (D) When an opening occurs in the appropriate classification, transfer candidates shall be interviewed for the position before the position is posted.
- (E) Divisions are not required to fill a position with a transfer candidate. They may elect to post the position pursuant to Section 1 of this Article.

Section 5 - 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 two (2) weeks 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 six (6) continuous months worked in that classification. Employees failing to receive a competent or better, evaluation rating on their probationary review may have their probationary period extended for a period not to exceed 90 days.
- (D) This Section shall apply to part-time bargaining unit employees as follows:
 - (1) Part-time bargaining unit employees who are regularly scheduled to work year-round between 520 and 1,040 hours per year in positions which otherwise meet the definition of "permanent employee" under the terms of this Agreement shall serve a probationary period

of 520 hours worked or six (6) months, whichever is longer.

- (2) After completion of the probationary period, such employees shall be considered non-probationary employees for the purpose of determining rights and benefits under the *Agreement*, except that they shall not be considered eligible and qualified for insurance benefits provided under Article XII, Sections 1 and 4 of the *Agreement*.
- (E) Employees who are transferred from one position to another but do not change classification, shall not serve a probationary period.
- (F) 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 anytime during the probationary period, shall be returned to the previously held position or classification in the former department. Employees rejected in probation shall not be eligible to compete for a position in the same classification within the same section for a period of eighteen (18) months.
- (G) 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.