

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 96-1-10-4

**FILED**

JAN 17 1996

COUNTY CLERK

BY Pam DeWille

) IN THE MATTER OF RATIFYING THE  
 ) ADDENDUM TO THE AFSCME 2831  
 ) LABOR AGREEMENT BETWEEN LANE  
 ) COUNTY, THE DISTRICT ATTORNEY, AND  
 ) THE AMERICAN FEDERATION OF STATE,  
 ) COUNTY AND MUNICIPAL EMPLOYEES,  
 ) LOCAL 2831 AS RECOMMENDED BY THE  
 ) COUNTY'S BARGAINING REPRESENTATIVES.

WHEREAS, a tentative agreement has been reached between Lane County, the District Attorney, and the American Federation of State, County and Municipal Employees, Local 2831 as recommended by the County's bargaining representatives; and

WHEREAS, the membership of the American Federation of State, County and Municipal District Attorney's Office Employees has ratified this addendum; and

WHEREAS, this addendum is consistent with the guidelines set forth by the Board of County Commissioners; and

IT IS NOW HEREBY ORDERED that the addendum between Lane County, the District Attorney, and the American Federation of State, County and Municipal Employees, Local 2831 be ratified; and

IT IS FURTHER ORDERED that the County Administrator be authorized to execute the agreement on behalf of the County.

Dated this 10th day of ~~January~~, 1996.

APPROVED AS TO FORM  
 Date 1/2/96 lane county  
Jerome Miller  
 OFFICE OF LEGAL COUNSEL

[Signature]  
 Chair, Board of County Commissioners

IN THE MATTER OF RATIFYING THE ADDENDUM TO THE AFSCME 2831 LABOR AGREEMENT BETWEEN LANE COUNTY, THE DISTRICT ATTORNEY, AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2831, AS RECOMMENDED BY THE COUNTY'S BARGAINING REPRESENTATIVES.

TENTATIVE AGREEMENT

AFSCME REPRESENTED DISTRICT ATTORNEY'S OFFICE EMPLOYEES

All District Attorney's Office employees in the AFSCME represented bargaining unit shall become members of and represented by AFSCME Local 2831 bargaining unit. All provisions of the existing contract dated July 1, 1995 - June 30, 1996 will apply with the following exceptions:

Article I - Recognition - Section 1

- (A) The phrase "exclusive of persons employed in the District Attorney's Office" shall no longer be effective.

Article V - Discipline and Discharge

The Discipline and Discharge provisions shall be replaced with the following procedure.

Section 1 - 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. Just Cause shall be defined as in the **DEFINITIONS** provisions of the Agreement.
- (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 with or without pay
  - 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) Notice of disciplinary action shall normally be provided to the employee within fourteen (14) calendar days from the date the County had or should reasonably have had knowledge of the occurrence for which action is being taken. If, at the

Department's discretion, an investigation is necessary, it shall be initiated within seven (7) calendar days from the date the County had or should reasonably have had knowledge of the occurrence and notice of charges and intended disciplinary action shall be provided to the employee within seven (7) calendar days from the date the County determines the investigation is complete. Calendar days shall not include any paid leave days.

### 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 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 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.

### 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.

### Article VIII - Selection/Promotion

#### Section 5 - Department of Public Safety Positions

This section shall be modified to include and be applicable to the Office of the District Attorney.

Article XVI - Layoff and Recall

Section 2 - Recall

(B) Order of recall preference shall be as follows:

1. Recall to former classification.
2. Recall to lower position in the same classification series.
3. Recall to another position at same level or lower salary range (recall under this section need not be by strict seniority, but no person not on the recall list may be hired to fill a position other than a position within the Office of the District Attorney until all employees with recall rights who possess the necessary skills, ability and fitness to perform the requirements of the vacant position have been offered recall).
4. Compete for positions as per Article VIII of this Agreement.

It shall be understood that eligibility for recall to the Office of the District Attorney shall include departmental background investigation requirements.

THE CURRENT AFSCME AGREEMENT WITH THE ABOVE STATED MODIFICATIONS SHALL BE EFFECTIVE UPON RATIFICATION OF AFSCME LOCAL 2831 AND THE BOARD OF COUNTY COMMISSIONERS.

FOR THE COUNTY

FOR THE UNION

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DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1995.