

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. )  
97-2-26-5 ) IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR  
TO EXECUTE NECESSARY DOCUMENTS TO IMPLEMENT THE  
ATTACHED SETTLEMENT WITH MARSHA WOODWARD

WHEREAS this matter now coming before the Lane County Board of Commissioners and said Board deeming it in the best interest to enter into a settlement agreement with employee Marsha Woodward as outlined on the attached;

IT IS HEREBY ORDERED that the County Administrator, or his designee, is authorized to execute necessary documents to implement the attached settlement between AFSCME Local 2831 and the County.

IT IS FURTHER ORDERED, that this Order be entered into the records of the Board of Commissioners of the County.

DATED this 26<sup>th</sup> day of February 19 97

*Cindy Weddreyer*  
Chair, Board of County Commissioners

APPROVED AS TO FORM  
DATE 2/26/97  
*Samuel A. Williams*

**FILED**

FEB 28 1997

COUNTY CLERK  
BY *Ram DeWille*

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE NECESSARY DOCUMENTS TO IMPLEMENT THE ATTACHED SETTLEMENT WITH MARSHA WOODWARD

BOOK **158** PAGE **2038** SETTLEMENT AGREEMENT

I Parties

The parties to this agreement are Marsha Woodward, the grievant, Local 2831, the Union and Lane County, the Employer.

II Terms

The parties agree to the following as a full and complete settlement of the grievance filed by the Union on the grievant discharge by the Employer:

- 1. The grievant and the Union agree to withdraw the grievance, the grievant agrees to sign a legal waiver of claims arising from her employment and her discharge from the Employer.
- 2. The grievant will tender her resignation effective March 1, 1997.

In consideration of the above the Employer agrees to the following:

- 3. To pay the grievant the sum of twenty-five thousand dollars (\$25,000) upon receipt of the signed waiver as a settlement of a doubtful and dubious claim.
- 4. To remove all records related to her termination from her personnel file. When contacted by prospective employers all calls will be directed to the Human Resource Director who will disclose only that the Employee resigned March 1, 1997; the period of the Employee's employment with the County; and the Employee's rate of pay and position
- 5. The employer further agrees to pay the cost of the grievant's COBRA health coverage from March, 1997 to March, 1998. Or the equivalent amount to be added to the twenty-five thousand dollars referenced in number 3.
- 6. The grievant's termination shall not be used by the Employer to change her current status with the Employment Department, nor shall the Employer oppose or seek to modify her benefits.

III Conclusion

The parties agree this constitutes a full and final settlement of their dispute over the grievant's discharge. The Employer and Union agree to share equally in any cancellation costs in canceling the scheduled arbitration. The parties do agree to have the arbitrator retain jurisdiction in the implementation of this agreement, should the parties have a dispute arise from its implementation. The arbitrator's authority would be limited to the application and enforcement of this agreement only.

For the Employer  
Ruth Larson

For the Union  
Thomas C. Gunn

The Grievant  
Marsha Woodward

Date 2-21-97