

Collective Bargaining Agreement

between

Klamath County, Oregon

and

Laborers' Union, Local 121

July 1, 2014 – June 30, 2017

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AGREEMENT
BETWEEN KLAMATH COUNTY, OREGON
AND
LABORERS' UNION, LOCAL 121, BEND, OREGON

PREAMBLE

This Agreement is entered into by Klamath County, Oregon, hereinafter referred to as the "County" and Oregon, Southern Idaho, Wyoming, Laborers International Union of North American, and Local 121 of the Laborers International Union of North America, AFL-CIO, hereinafter collectively referred to as the "Union". Unless indicated otherwise, references to the "County" herein shall refer to the Board of County Commissioners and, where applicable, to any elected official who is responsible to the citizens of the County for operation of the particular departments covered by this Agreement. It is further recognized by the Union that there is a statutory division of responsibility between the Board of Commissioners and other elected officials or department heads, and that in the event of any conflict, the function and authority of the Board of Commissioners shall be controlling with reference to any matter covered by this Agreement.

ARTICLE 1
SCOPE OF AGREEMENT

Section 1.1 This Agreement shall apply to non-supervisory employees of the County and excludes all Elected Officials, Public Works/Road Division employees covered by another collective bargaining agreement; foremen; registered nurses; Parole and Probation Officers; Fairgrounds employees; all Sheriff's office deputies, employees, and reserve deputies except for cooks and facility maintenance workers; part-time, temporary or seasonal employees; all employees hired for a period greater than twelve (12) months under a specific state or federal grant and all staff members employed in the Board of Commissioners office and Human Resources/Risk Management office.

Section 1.2 For purposes of this Agreement, the following definitions shall apply:

- A. **REGULAR FULL-TIME:** a regular full-time employee shall be an employee who occupies a position that is authorized, budgeted, and designated as a regular full-time position. Such a regular full-time position will normally be regularly scheduled to work at least 37.5 hours per week and shall be fully regulated by the provisions of this agreement.
- B. **REGULAR HALF-TIME:** a regular half-time employee shall be an employee who occupies a position that is authorized, budgeted, and designated as a regular half-time position. Such a regular half-time position will normally be regularly scheduled to work a minimum of 20 and less than 37.5 hours per week. Such an employee shall be subject to the terms and provisions of this agreement and shall be entitled to employer-paid benefits on a pro-rated basis (for example, 0.60FTE employees will receive pro-rated insurance benefits at 0.60%; 0.25FTE employees will receive pro-rated insurance benefits at 0.25%).
- C. **PART-TIME:** a part-time employee shall be an employee who regularly works 19 or fewer hours per week. Such an employee shall not be subject to the terms and provisions of this agreement and shall

not accrue sick leave or vacation nor be entitled to holiday pay or receive medical or most other employee benefits.

- D. TEMPORARY: a temporary employee shall be an employee who holds a position authorized, budgeted, and designated temporary. This section also includes those employees working a seasonal or emergency job assignment. Such an employee, hired into a position in which the nature of the work is temporary, shall be limited to an employment period not to exceed six (6) months; shall not be subject to the terms and provisions of this agreement. Employees in this classification shall not be eligible for employee benefits. In the event a temporary or seasonal position is occupied on a full-time basis beyond the six (6) month period, the terms of this agreement will apply.
- E. CHANGES IN STATUS: to ensure the integrity and stability of the work force and prevent any capricious modification of an employee's status and denial or withdraw of benefits, any and all changes involving a change in job duties resulting in a change of status shall occur only with authorization by the Board of County Commissioners and through procedures designated by the Human Resources Department.
- F. OUTSIDE EMPLOYMENT: any and all employment or activities for remuneration of any sort, including partial or full ownership of firms operating within the County may be permitted only with the prior written approval of the County. Such outside employment or activity may be permitted only where, at the discretion of the County, the nature and extent of such activities are compatible with County employment; and where such outside employment or activities would not, or later does not, interfere with an employee's responsibilities to County employment; and in no way conflicts with the interests of the County or is a discredit to the County. Failure to report such outside activity or to comply with the procedures established by the County to enforce the provisions of this section shall be subject to progressive discipline as outlined elsewhere in this Agreement.
- G. CONFIDENTIAL: a confidential employee shall be any employee who assists or participates in the formulation or execution of labor relations or personnel policy on behalf of the County and shall include personnel employed in the office of the County Commissioners, County Counsel, Human Resources/Risk Management and Payroll.
- H. SUPERVISORY: a supervisory employee shall be as defined in ORS 243.650(23).
- I. ANNIVERSARY DATE: the date of appointment to regular status, or if promoted, the effective date of the promotion.
- J. DAY: unless otherwise detailed or defined within a particular section of this Agreement, the term "day" used in this Agreement shall refer to working day or normal business day and shall not include Saturday or Sunday.

ARTICLE 2 RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its employees within the bargaining unit described in Article 1 hereof.

ARTICLE 3 UNION MEMBERSHIP AND CHECK-OFF

Section 3.1 Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement. Any employee who chooses not to become a voting member of the union shall make a "payment-in-lieu-of-dues" which shall be limited to a fair proportional share of the cost of negotiation and contract administration by the Union. Such payment shall be equal to periodic dues uniformly required of voting members. Should such "fair share" be declared unlawful under Oregon law by a court of competent jurisdiction, the proceeding shall be inoperative. It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County. The Union agrees that no disciplinary or other action will be taken by the Union against employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 3.2 The County agrees to deduct from the paycheck of each employee who has so authorized it the regular initiation fee (for new employees) and regular monthly dues uniformly required of members of the Union or monthly "payment-in-lieu-of-dues", as the case may be. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization for such deduction shall be in writing, signed by the employee, on forms furnished by the County and may be revoked by the employee upon written request only during the thirty (30) day period between June 1 and June 30 of each year. It is the responsibility of the member to ensure they pay union dues while on leaves of absences of any time in order to maintain their status.

Section 3.3 The County agrees to provide the Union the names and departments of new employees within thirty (30) days of the first (1st) day of employment of each new employee represented by this Agreement.

Section 3.4 All employees covered by this Agreement shall, within thirty (30) days of employment either (1) become and remain a member of the Union, or (2) tender to the Union her/his fair share of the cost of negotiating and administering the labor agreement. Fair share payments authorized by this Article shall be deducted by the employer. The union assumes responsibility for repayment of monies found to be illegally deducted by the County under this Article and shall indemnify and hold the County harmless against any and all claims that arise out of or by reason of the good faith actions of the County pursuant to its compliance with this Article.

ARTICLE 4 MANAGEMENT RIGHTS

The County retains all the customary, usual, and exclusive rights decision making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any department or function thereof. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement, and the County retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The County shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining. Without limitations, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

1. To direct and supervise all operations, functions and policies of the departments in which the employees in the bargaining unit are employed, and operations, functions, and policies in the remainder of the County as they may affect employees in the bargaining unit.
2. To close, liquidate or combine any department, office, branch, operation of facility, service, or combination thereof, or to relocate, reorganize or combine the work of departments, divisions, offices, branches, operations or facilities for budgetary or any other pertinent reason.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
4. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures.
5. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
6. To assign and distribute work.
7. To contract or subcontract work as determined by the County upon notification to the Union.
8. To assign shifts, workdays, hours of work and work locations as the County may determine, except where modified by a specific provision of this Agreement.
9. To designate and to assign all work duties.
10. To introduce new duties and to revise or add job classifications and duties within the unit, subject only to the provisions of Article 11, Section 1 hereof.
11. To determine promotional opportunities and the need for and the qualifications of new employees, transfers, and promotions.
12. To discipline, suspend, demote, or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause.
13. To determine the need for additional education 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.

The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is expressly retained by the County, subject only to the claimed violation of a specific provision of this Agreement, which may be subject to the provisions of Article 13 hereof.

ARTICLE 5
STRIKES AND LOCKOUTS

Section 5.1 During the duration of this Agreement, the Union and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage or slowdown, picketing, or any other restriction of work at any location in the County. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by the Union or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

Section 5.2 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 5.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Section 5.3 There will be no lockout of employees in the unit by the County as a consequence of any labor dispute arising during the period of this Agreement.

ARTICLE 6
HOLIDAYS

Section 6.1 The following shall be recognized as holidays for full-time employees:

New Year's Day	Labor Day
Martin Luther King Junior Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Two Floating Holidays**	

An additional floating holiday will be granted after 15 years of service to equal Three Floating Holidays.

**to be scheduled in advance by mutual consent of employee and department head.

Section 6.2 Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday; and whenever a holiday falls on Sunday, the succeeding Monday shall be observed as the holiday. If an employee is on authorized vacation, sick leave, or other leave with pay when a holiday occurs, such holiday shall not be charged against such leave, and an additional day may be scheduled by mutual agreement between the employee and her/his supervisor. In order to qualify for a paid holiday, an employee shall work the scheduled day before and after the holiday unless previously excused by the County.

Section 6.3 Eligible full-time employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.

(a) Full-time non-exempt employees that work a flexible schedule and a holiday falls on their day off shall be awarded another day off at their applicable rate. Such day off shall be as mutually agreed to between the employee and their department head, or his/her designee, but shall be approved and taken within ten (10) working days from the date of such holiday. (For example if a non-exempt employee works four (4) ten (10) hour days per week and a holiday falls on their day off; that employee shall be awarded another day off with eight (8) hours of holiday pay credit or if the employee is a 37.5 hour employee, they will be awarded seven and a half (7.5) hours of holiday pay credit).

(b) Full-time exempt employees that work a flexible schedule and a holiday falls on their day off shall be awarded another day off. Such day off shall be as mutually agreed to between the employee and their department head, or his/her designee, but shall be approved and taken within ten (10) working days from the date of such holiday.

(c) Half-time employees will be eligible for holiday pay equal to a proration of the employees budgeted FTE times eight (8) hours. When a holiday falls on a day off for a less than full-time (40 hours per week) employee, that employee shall be awarded another day off with pay at the prorated rate. Such day off shall be as mutually agreed to between the employee and their department head, or his/her designee, but shall be approved and taken within ten (10) working days from the date of such holiday.

Section 6.4 If an employee is required to work on any holiday listed above, she/he shall receive, in addition to her/his holiday pay, compensation for all hours worked at the rate of one and one-half the regular rate of pay or compensatory time off at the rate of time and one-half, with pay, as mutually agreed upon by the County.

Comp Time must be used under the following conditions: It must be used during the quarter in which it is earned; All banked Comp Time must be exhausted before other benefit time is used; The decision to elected Comp Time versus Overtime is to be made jointly by the department head and employee given budget and financial factors. If consensus cannot be reached, another employee will be offered the extra work if the option is turned down by the employee; Comp/Overtime is normally offered (scheduled) on a seniority basis with consideration given to employee qualification, skill and performance; If an employee is unable to take time due to a management decision, an extension of 60 days maximum will be afforded to the employee so that time is not lost.

Section 6.5 All regular full-time employees are eligible to accrue and utilize two floating holidays per fiscal year (i.e., between July 1 and June 30) in accordance with the provisions of Article 6 of this Agreement. Once an employee gives notice of resignation, they may not take a floating holiday.

Section 6.6 Newly hired and probationary employees shall not be eligible to accumulate floating holidays until after a benefits waiting period of six (6) months. At the end of this period, employees will be eligible to accrue two (2) floating holidays which then may be utilized within the current fiscal year in accordance with the provisions of this Article.

ARTICLE 7
VACATIONS

Section 7.1 Each full-time employee shall be entitled to earn vacation time.

Section 7.2 Vacation time shall accrue on a per hours worked basis and shall vest after successful completion of six (6) months of employment.

Section 7.3 Employees with less than six (6) months of continuous full-time service shall not be entitled to vacation time or vacation pay upon termination.

Section 7.4 Employees shall not accrue any more than twice the amount of vacation time that can be earned in any one year. In the event those hours on the payroll books at the beginning of this contract period exceed this limit, the employees will have two years in which to reduce the amount down to the one times the amount of vacation time that can be earned.

Section 7.5 Regular employees will earn vacation time as follows:

- Employees with less than six (6) years of continuous full-time service shall be entitled to earn up to ten (10) days (3.334 hours per pay period) of vacation per year.
- Employees with less than eleven (11) years of continuous service shall earn fifteen (15) days (5.0006 hours per pay period) of vacation per year;
- Employees with less than sixteen (16) years of continuous service shall earn eighteen (18) days (6.0008 hours per pay period) of vacation per year;
- Employees with less than twenty (20) years of continuous service, shall earn twenty-two (22) days (7.3337 hours per pay period) of vacation per year;
- Employees with twenty (20) or more years of continuous service, shall earn twenty-five (25) days (8.3338 hours per pay period) of vacation per year.

The above accrual rates are prorated based on hours worked from date of hire; for purposes of this section holidays, sick, vacation, floating holidays and other approved paid leaves are considered hours worked.

Section 7.6 Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by a separation from County employment, except that time spent by an employee on military leave, and sick leave resulting from an injury incurred in the course of employment, shall be included as continuous service. Time spent on other types of unpaid leave will not be counted as part of continuous service, provided that employees returning from such leave and employees on lay-off status shall be entitled to credit for service prior to the leave or lay-off.

Section 7.7 Vacation times shall be scheduled by mutual agreement between the employee and the department head based on the department head's judgment as to the needs of efficient operations and the availability of vacation relief. Where possible, given the operating needs of the department and the availability of vacation relief, seniority will prevail as to the choice of vacation time off between employees in a department; provided that a senior employee may assert seniority to schedule vacation one time per year and may not use seniority to bump an approved vacation. To be considered for scheduling on a seniority basis, vacation preferences shall be submitted with a 30-day advance notice of requested time-off.

ARTICLE 8 HOURS OF WORK

Section 8.1 Non-exempt employees will be paid straight time for all hours worked up to a maximum of forty (40) hours in a pay week. For purposes of overtime payment, the County's established pay week is 12:00 a.m. Sunday through 11:59 p.m. Saturday. The workweek, to the extent consistent with operating requirements of each department covered by this Agreement and recognizing the necessity for continuous service by certain departments throughout the week, shall normally consist of consecutive four (4) ten (10) hour days or five (5) eight (8) hour days, or as otherwise scheduled by the County. However, the employee, with the concurrence of the department head, may incorporate a flextime schedule that would allow for flexibility in scheduling work projects thereby allowing for increased productivity.

Section 8.2 The regular hours of work each day shall be consecutive, except for interruptions for rest and meal periods, and shall, to the extent consistent with operating requirements of the department and the need for continuous service to the County throughout the week, be scheduled between the hours of 6:00 a.m. and 7:00 p.m., except as otherwise provided by addendum hereto for particular departments requiring continuous operation. The regular workweek shall be in accordance with existing departmental practice and procedures in effect on the date of this Agreement, provided that nothing in this Agreement shall constitute a guarantee of any number of hours' work per day or per week.

Section 8.3 To the extent consistent with operating requirements, all employees shall be scheduled to work on a regular work shift, as determined by the County, and each shift shall have regular starting and quitting times. Work schedules showing the employees' shifts, workdays, and hours shall be posted on department bulletin boards at least seventy-two (72) hours in advance except in cases of emergency or other situations beyond the employer's control.

Section 8.4 Employees are responsible for developing a weekly flextime schedule with their supervisor. As for the individual start time, an employee could arrive at the office at 7:00am and leave at 4:00pm, or come in at 9:00am and leave at 6:00pm. Employees are allowed to manage their own time more effectively in conjunction with supervisory approval. Urgent, unexpected projects may dictate the need for an employee to work over an eight (8) hour day. In order to compensate for that time and remain within the 40-hour weekly limit, flextime could be used to off-set the additional time worked by allowing the employee to report for work the next day at a later time or leave early the following day. At no time can an employee choose to flex his/her own schedule without management approval. Cooperation between the employee and supervisor is critical. Accountability of weekly hours is imperative. The employee must request flextime in written form and it must be approved by the supervisor prior to implementation.

Section 8.5 A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the department head in accordance with his or her determination as to the operating requirements of each employee's duties.

Section 8.6 Except as otherwise provided for particular departments by addendum hereto, all employees shall be granted an uncompensated meal period during each work shift. To the extent consistent with operating requirements of the respective departments, meal periods shall be not less than thirty (30) nor

more than sixty (60) minutes, except in cases of emergency, and shall be scheduled at or near the middle of the work shift.

Section 8.7 On any jobs that operate more than one shift, employees may on the basis of their job seniority, transfer to a more desirable shift or schedule to fill vacancies within their current job classification.

ARTICLE 9 SICK LEAVE

Section 9.1 Sick leave for full-time employees shall be earned for the purposes stated herein at the rate of 4.0005 per pay period and is prorated based on hours worked from the date of hire; sick time hours are not included as hours worked. Sick leave may be accumulated to a total of 1290 hours and must be taken for the purposes specified in Section 2 hereof as a condition precedent to any leave payment.

Section 9.2 Sick leave shall be utilized in 15 minute increments not to exceed an amount equal to the time the employee would have worked to a maximum of 8 hours or 10 hours in one day depending upon their regularly scheduled workday, but for absence due to sickness or accident as provided herein. Employees may utilize their allowance for sick leave when they are unable to perform their work duties by reason of their illness or injury. In the case of absence from work due to an employee's illness or injury, sick leave shall begin on the first hour of absence. The employee shall notify the section head or other supervisor of absence due to illness or injury and the nature and expected length thereof as soon as possible and in no event later than one (1) hour before the commencement of his first regular shift unless unable to do so because of serious injury or illness. A physician's statement of the nature and identity of the illness, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the County when there is cause to believe there is abuse of sick leave, prior to payment of any sick leave benefits.

Section 9.3 When an injury occurs in the course of employment the County shall, upon written employee request, pay the difference between any payment received under workers' compensation laws and the employee's regular salary until accumulated sick leave is exhausted. Such payment shall be charged as prorated sick leave. Under no circumstances shall the combined new payment pursuant to this section exceed the usual net payment made when the affected employee is not on such injury status.

Section 9.4 Any employee absent due to illness or injury for a period in excess of six (6) working days must contact her/his department head not less than once per calendar week to advise the department head of the employee's status, to be brought up to date on departmental activities and to inform the department head of the continued expectation of the employee's disability from employment. Failure to contact the department head as required in this section may result in discipline up to and including termination.

Section 9.5 Each regular full-time employee may be permitted to utilize accrued but unused sick leave to provide care for immediate family members living at home if Family Medical Leave or Oregon Family Leave would apply. Employees may donate their accrued and unused sick time to assist another employee with an extended leave of absence or a serious health condition as approved by their Department Head and the

Board of County Commissioners. A serious illness or injury normally requires daily or continuing treatment as certified by a health care provider. A serious illness does not include pregnancy, birth or an adoption.

Section 9.6 An employee shall be granted not more than five (5) days funeral leave in the event of death in the immediate family of the employee. In addition, in the event an employee is required to travel more than a 200-mile radius for the purpose of attending a funeral, up to three (3) additional days may be granted and charged against employee's sick leave. An employee's immediate family shall include those individuals identified by the Federal Family Leave Act (FMLA) and/or Oregon Family Leave Act (OFLA) including qualified domestic partners, stepparent and stepchildren.

Section 9.7 Sick leave is provided by the County in the nature of insurance against loss of income due to the employee's illness or injury. No compensation for accrued sick leave shall be provided to any employee upon termination of employment for any reason. Sick leave shall neither accrue nor be granted during any period of leave of absence.

(A). For those employees hired prior to January 1, 1998, no compensation for accrued sick leave shall be provided to any employee upon termination of employment for whatever reason, provided that upon death, retirement or layoff after 5 years of continuous service, 1/2 of an employee's accrued but unused sick leave to a maximum of 480 hours will be paid to the employee or to his/her beneficiary as the case may be.

(B). There will be no compensation paid for sick leave upon retirement, lay-off or death for those employees hired after January 1, 1998.

Section 9.8 Vested vacation accruals and/or compensatory time accruals may be used to obtain compensation for absence due to sickness, including pregnancy, when accrued sick leave is exhausted and a physician's certificate is provided in advance in accordance with the Family Medical Leave or Oregon Family Leave.

Section 9.9 Upon application by a non-probationary employee and verification by a physician's certificate, a medical leave of absence without pay may be granted by the County for periods of disability due to illness or injury including pregnancy, after accrued sick leave and compensatory time has been exhausted. The County may require a certificate from a physician periodically during the period of such disability. Such medical leaves of absence shall not exceed 90 days. If the employee is unable to return to work and perform his or her regular duties after the second 90 day leave of absence, the employee will be terminated.

During medical leave without pay, including maternity leave, the County shall contribute the County's share of medical insurance, provided the employee's share is received by the Human Resources Office by the first of each month. The County will also pay the full cost of term life. There is no accrual or payment of sick leave benefits or vacation leave during medical leave of absence without pay.

ARTICLE 10
OTHER LEAVES OF ABSENCE

Section 10.1 Leaves of absences without pay not to exceed ninety (90) calendar days may be granted upon establishment of reasonable justification therefore in instances where the work of the department will not be negatively impacted by the temporary absence of the employee. Requests for such leaves must be in writing. Such leave may be extended in extraordinary circumstances. Leave will not be approved for an employee for the purpose of accepting employment outside the service of the County. The employee will be responsible for the cost of medical insurance and term life during this time. No sick leave nor vacation will accrue during this leave of absence.

Section 10.2 Employees shall be granted leave with pay for service upon a jury; provided, however, that the salary paid to such an employee for the period of the absence shall be reduced by the amount of money received by him/her for such jury service, and upon being excused from jury service an employee shall immediately contact the department head or other supervisor for assignment for the remainder of his/her regular workday.

Section 10.3 Leave with pay shall be granted for an appearance connected with her/his official duties before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority; provided, however, that the regular straight-time salary paid to such employee shall be reduced by an amount equal to any compensation she/he may receive as witness fee.

Section 10.4 Leave of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's place of employment or residence, should such appearance occur outside an employee's work schedule.

Section 10.5 Employees shall be granted one (1) hour to vote on any election day if, due to scheduling of work, they would not otherwise be able to vote.

Section 10.6 Employees elected to any union office or selected by the Union to do work which takes them from their employment with the County shall, upon written request of the Union and the employee, be recommended by the department head for a leave of absence without pay. To the extent consistent with the operating requirements of the department, such employees shall be granted a leave of absence without pay. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned her/his position with the County unless the employee, prior to expiration of her/his leave of absence, has made application for and has been granted an extension of said leave or has furnished evidence that he/she is unable to return to work by reason of sickness, injury or weather and travel conditions. The Union or employee will be responsible to pay for medical and term life insurance in the event such duty exceeds 30 days.

Section 10.7 After completing one (1) year of continuous service, a full-time employee, upon written request, may be granted a leave of absence without pay by the County for the purpose of upgrading his/her professional ability through enrollment in educational courses directly related to employment at an

accredited school or course of study. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approved by the department head for up to one (1) additional year. One (1) year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period.

Section 10.8 Employees may also be granted time off with pay, meals, lodging and mileage in accordance with existing County policy for educational purposes, for reasonable lengths of time to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered by the employee's department head.

Section 10.9 A full-time employee who has served with the County for six (6) months or more immediately preceding an application for military leave and who is a member of the National Guard or of any reserve component of the armed forces of the United States is entitled to leave of absence from his/her duties for a period not exceeding fifteen (15) calendar days in any calendar year. Such leave shall be granted without loss of pay and without impairment of other benefits to which he/she is entitled. Military leave with pay to a maximum of fifteen (15) calendar days in any calendar year as specified herein may be granted only when an employee receives bona fide orders to active duty for a temporary period and shall not be paid unless the employee returns to her/his position with the County immediately following expiration of the period for which s/he was ordered to duty. Leave with pay shall not be granted to employees entering the military service for extended and indefinite periods of active duty.

Section 10.10 A regular employee shall be entitled to a military leave of absence without pay during a period of extended service with the armed forces for the United States. He/she shall, upon honorable separation for such service, be returned to the same, or if the position no longer exists, to a position of like seniority, status and pay as if he/she had remained on the job instead of performing military service. If it is established that s/he is not physically qualified to perform the duties of her/his former position by reason of such service, s/he shall be reinstated in other work, if available, that s/he is able to perform at the nearest appropriate level of pay to that of her/his former grade. Such employee shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty with the armed forces. Failure to comply shall terminate military leave and reemployment rights of the employee.

Section 10.11 Employees shall be allowed to take parental and family leave, as well as military family leave, in accordance with Oregon and Federal law. Application must be submitted in writing, accompanied by proper medical certification, to the Human Resources Department for review and approval. Upon request, and with the prior approval of their department head, employees shall be allowed to utilize accrued vacation and/or sick leave for absences resulting from application of this Section. It is understood that Federal Family Medical Leave, Oregon Family Leave, and Oregon Military Family Leave will be unpaid leave. However, all sick leave and vacation hours will be utilized first before placing the employee in an unpaid status.

ARTICLE 11
COMPENSATION

Section 11.1 Existing classification shall be those attached as Exhibit B. When any position not listed on the list is established, the County shall designate a job classification and pay rate for the position and the union shall be notified thereof. In the event the Union disagrees with the pay rate for the position which has been established by the County, it may refer the matter to the procedures of Article 13, step III.

Section 11.2 Movement on the Step and Range Salary Schedule shall be as follows:

(A). Employees will be placed on the schedule at Exhibit A on the basis of the range of the current job classification held and as listed in Exhibit B; and in the step in which the employee is in on the date of the effective date of this agreement.

(B). Movement between Step 1 and Step 4 (Steps 1 and 2 in the case of ranges 1-4) shall be annual, no more than one (1) step per year, as of the employee's Anniversary Date. Movement between Step 4 and Step 7 shall be reviewed annually and given only on the basis of meritorious service, as determined by the County.

Section 11.3 Salaries of employees shall be paid on a schedule established by the Board of County Commissioner's according to the range and step schedule attached as Exhibit A.

Section 11.4 Any employee called to work outside her/his regular shift after having left the premises shall be compensated for a minimum of two hours at the rate of time and one-half. The County shall make reasonable efforts to encourage the Courts to schedule appearances by employees in the line of duty during their regular work shift. Callback time does not apply to hours worked beyond the normal work hours or tour of duty when they are scheduled at least one week in advance.

Section 11.5 Except as may be specified elsewhere in the Agreement, regular full-time employees shall be compensated at a rate of one and one-half times their regular rate of pay for all hours worked in excess of the regular work hours as outlined in Article 8, Section 1 of this Agreement. In no event shall there be any double payment or pyramiding of compensation and/or benefits. Comp/Overtime is normally offered (scheduled) on a seniority basis with consideration given to employee qualification, skill and performance. If an employee is unable to take time due to a management decision, an extension of 60 days maximum will be afforded to the employee so that time is not lost.

Section 11.6 All regular assigned work in excess of eight (8) hours on any scheduled workday (or ten hours on any scheduled ten-hour workday) is qualified as overtime to be compensated as detailed in Section 11.5 of this Article. All regular assigned work in excess of forty (40) hours in the established pay week is qualified as overtime to be compensated as detailed in Section 11.5 of the Article.

Section 11.7 Regardless of the total number of hours worked in such a week, holidays, sick, vacation and floating holidays are considered hours worked for purposes of calculating overtime ; in no event shall there be a pyramiding of compensation. Overtime hours are not included in computing the forty (40) hours worked.

Section 11.8 The positions designated on Exhibit B, Exempt Classification Plan, shall be designated as exempt, professional positions in accordance with State and Federal Fair Labor Standards Act (FLSA) guidelines. The positions shall be salaried, not subject to overtime provisions, and paid in accordance with Exhibit A.

Section 11.9 Except employees who are required to work on a holiday, compensation for authorized overtime, call-in, and holiday work shall be paid in the form of compensatory time off or in the form of compensatory pay at the applicable rate as mutually agreed between the employee and the County. Employees who are required to work on a holiday will be compensated in accordance with Article 6, Section 4 unless compensatory time is agreed upon between the employee and department head. All overtime shall be recorded and must be approved by the department head or designated supervisor. Time worked for purposes of this Section shall be computed daily, shall not be carried forward from day to day, and shall be computed to nearest one-quarter (1/4) hour.

Section 11.10 An employee who is required to report for special duty or assignment at any location other than her/his regular reporting location and who is required to use her/his personal automobile for transportation to such location shall be compensated at the rate established by County Policy.

Section 11.11 Classification of Positions. Class specifications for each of the positions included in the bargaining unit shall be available in the Human Resources office. The development and maintenance of such class specifications shall be the exclusive purview of the County. The classification and grade of all positions in the bargaining unit shall be determined and maintained by an analysis of such relevant job factors as: knowledge and skill required; supervision received and/or exercised; complexity of tasks performed; scope and effect of responsibilities; personal contacts made & purpose and depth of such contracts; physical demands; and work environment. Such an analysis of these job factors, combined with a relative comparison with other positions in the County, will enable positions that score within relatively similar ranges to be placed in comparable grades and classifications. The County shall notify the Union ten (10) days prior to any change in the classification or grade of bargaining unit positions. Each new classification or grade schedule shall become part of this Agreement.

(A). Employees receiving an upward reclassification shall be placed at the first step of the salary range for the new classification or the lowest step, which results in a minimum of a 5% wage increase. The anniversary date for their annual step increase shall not be changed.

(B). Employees who are reclassified downward as result of a reorganization that results in, or a reclassification that is the result of substantial changes in the duties and/or responsibilities of a position and reflected in the new job specifications shall not have their current wage rate reduced. They will be placed in the new grade and in the step within the new grade that is closest in pay to the current pay, except that no employee shall receive an increase in wage rate as a result of a downward reclassification. If the current rate is above any appropriate step within the new grade, the employee's wage rate shall be redlined until the wage rate within the new grade reaches or surpasses the redlined amount. The anniversary date of employees so reclassified shall remain the same. Further, to protect employees from changes made in grade close to an anniversary date, the following formula will apply in such cases: If a downward reclassification is effected that would result in the "red-lining" of the employee's wage rate, such effective employee shall receive his/her regularly anticipated step increase under the following conditions:

1. If the downgrade is one grade and the anniversary date is within thirty (30) calendar days.
2. If the downgrade is two grades & the anniversary date is within sixty (60) calendar days.

3. If the downgrade is three or more grades and the anniversary date is within (90) calendar days. Employees who have been notified of a reduction in classification or who allege that their job might justify a higher rated job classification shall be entitled to a meeting with the Union and the County to meet and confer regarding the matter.

A 30-day advance notice of a red-line situation resulting from a downgrading of a position shall be made to the union by the County. Should the red-line action be a decrease of 2 grades or more, a 90-day advance notice, when possible, shall be made to the union by the County.

Section 11.12 Employees assigned on a temporary basis in excess of two (2) weeks, except as otherwise provided below, to fulfill the routine responsibilities and duties of the employee being temporarily relieved shall be paid in accordance with the classification rate prescribed in Exhibit B of the Labor Agreement, or the employee's regular rate, whichever is higher. Employees to be temporarily paid at the higher classification rate shall be placed at the first step or the closest step which would result in a 4-6% increase. Employees assigned on a temporary basis to a lower job classification shall be paid the rate for their regular classification. A temporary assignment shall be for a maximum of thirty (30) consecutive working days, unless otherwise mutually agreed upon between the County and the Union. This section shall not be applicable for temporary assignments for vacation or for short-term employee training opportunities made available so that the employee may gain skills on new equipment with the intent of improving their ability to advance their job skills and qualifications.

Section 11.13 When an employee is temporarily assigned for relief purposes, it shall be the responsibility of the department head to advise the employee in writing of the nature of the responsibilities expected of the employee, the rate of pay during the period of the temporary assignment, and if possible, the duration of the assignment, prior to the temporary assignment for relief purposes. This provision shall be inapplicable in cases of emergency.

11.14 All regular employees are eligible for Longevity Pay as outlined below, commencing on their anniversary date with uninterrupted service.

- 15 years of service – One (1) additional floating holiday
- 20 years of service – 2% on base pay
- 25 years of service – 4% on base pay
- 30 years of service – 6% on base pay

ARTICLE 12
DISCIPLINE AND DISCHARGE

Section 12.1 Discipline. Disciplinary action shall include the following:

- (a) Oral reprimand by supervisor and /or Department Head.
- (b) Meeting with Supervisor & Dept. Head
- (c) Written Reprimand
- (d) Suspension
- (e) Discharge

Disciplinary action may be imposed upon any employee in compliance with management rights outlined in Article 4, subsection 12 of this Agreement. To the extent appropriate, and to ensure that discipline is corrective in nature and not purely punitive, disciplinary action should be progressive in nature and commensurate with the offense. Under ordinary circumstances, progressive discipline actions would entail oral reprimands, written reprimands, suspensions, demotions and discharge. Disciplinary action may be imposed upon any employee, in a progressive manner as specified above, or otherwise, for failing to fulfill his or her responsibilities as an employee. Conduct reflecting discredit upon the County, or which is a hindrance to the effective performance of County functions, shall be considered good cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful giving of false or confidential information or the withholding of information when making application for employment, or willful violation of departmental rules. An employee subject to disciplinary action has a right to union representation as provided by law and such discipline may be protested as a grievance through the grievance procedure outlined in Article 13. If the department head or other supervisor has reason to discipline an employee, s/he shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public. It is understood that the order of discipline may start at any level of discipline including discharge for more serious offences such as, but not limited to, theft of property, drug and alcohol charges, or flagrant insubordination.

Section 12.2 Any new employee having less than twelve (12) months of continuous employment under this Agreement shall serve at the pleasure of the County. An employee having continuous service in excess of twelve (12) months shall be discharged only for cause. With respect to non-probationary employees on the date of this Agreement or employees who thereafter have been covered by this Agreement for twelve (12) consecutive months or more, the following procedure shall apply in cases of dismissal:

If the department head or other supervisor determines that there is cause for discharge, she/he may suspend the employee without pay for five (5) days and shall deliver to the employee and the Union a written notice of such suspension and pending dismissal. Such notice shall specify the principal grounds giving rise to such action. Other factors, which have been considered, may thereafter be specified if the dismissal becomes the subject of a grievance under Article 13. Unless otherwise resolved, the dismissal shall become effective at the end of the five (5) day suspension. Protest of the discharge of any employee shall be made only through the grievance procedure set forth in Article 13. The Union may process a grievance concerning suspension or discharge, or both, at Step III of the grievance procedure.

Section 12.3 Disciplinary notices will remain in employees' personnel records for a period of three (3) years or such longer period as the County deems appropriate for serious offenses. After an initial 12 months, an employee has the right to petition the Human Resources Director to remove the disciplinary notice from the employee's file. This request will be evaluated on a case-by-case basis. The determination of the Human Resources Director will be final.

ARTICLE 13 SETTLEMENT OF DISPUTES

Section 13.1 Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of a specific provision of this Agreement shall be settled in the following manner:

Step 1: Since it is the wish of both parties to this agreement to settle any alleged grievance in the most expeditious and informal manner possible, a grievant shall take up an alleged grievance with his/her department head or other supervisor within seventy-two (72) hours of the occurrence (or when the grievant should have reasonably been aware of the occurrence) of said grievance. The department head or designee shall adjust the matter or schedule an adjustment meeting within three (3) working days. Settlement in an adjustment meeting shall include the affected employee, the department head or designated supervisor, the Union Steward or Representative, and the Human Resources Director, who shall then attempt to adjust the matter within five (5) calendar days. If the matter has not been resolved and the union has determined that the grievance has merit, a formal grievance will be presented as outlined in Step 2. Oral warnings or Oral reprimands are not considered to be discipline and may not be protested through the grievance procedure. Progressive disciplinary Procedures must be utilized in accordance with Article 12.

Step 2: If the grievance has not been resolved at Step One, it shall be presented in writing, stating the alleged violation and section of the contract affected, by the grievant to the Union representative within five (5) working days of the decision at Step One. Thereafter, it may be presented in writing by the Union representative to the Human Resource/Risk Management Department within 72 hours. All grievances presented at this step shall set forth: the facts giving rise to the grievance, the provision(s) of the Agreement alleged to have been violated, the names of the aggrieved employees, and the remedy being sought. The Human Resource/Risk Management Department shall conduct such investigation or hearing as is deemed necessary and shall respond in writing to the Board of County Commissioners and the Union within ten (10) days after receipt of the grievance. The decision of the HR/Risk Management Officer shall be final and binding on the grievant, Union and the County unless it is timely appealed by the Union to the next step of the procedure outlined by this Article. Since the burden to meet all the limitations and parameters of this Article lies with the moving party, failure to meet the filing time limitations on the part of the moving party shall render the grievance moot and it shall be considered waived. If the County fails to answer within the time limits set forth in Article 13 of this Agreement, the grievance shall automatically proceed to the next step. The time limits set forth in this Article may be extended by mutual agreement of the Union and the Hearing Officer.

Step 3: If the decision at Step II is unacceptable to either party, it may be referred to a Board of Adjustment by written notice served by the moving party within five (5) working days of the decision at Step II. The Board of Adjustment shall consist of four disinterested members. Disinterested members are defined as individuals who are not related to the grievant, not employed by the Laborers' Union, not employed in the same department as the grievant, and who have the ability to review the issue in a truly balanced manner, as determined by the County and the Union. The Union shall submit a list of the names of two neutrals. The County shall also submit a list of the names of two neutrals. These neutral parties are defined as individuals who are not related to the grievant, not employed by the Laborers' Union or County, not employed in the same department as the grievant, and who have the ability to review the issue in a truly balanced manner, as determined by the selecting party. The Board of Adjustment shall conduct such investigation or hearing as is deemed necessary and render a decision within ten (10) days of the formation of the Board of Adjustment and the presentation of the dispute for its hearing. The majority of the Board of Adjustment shall determine the matter and such decision shall be final and binding on all parties - the Union, the grievant(s), and the County.

The authority of such a Board of Adjustment shall be limited to an interpretation of the relevant provisions of this Agreement as it applies to the case presented; the Board shall not have the authority to modify the agreement. Each member of the Board of Adjustment shall be entitled to one vote.

Step 4: Based on the results of the Board of Adjustment, either member may provide notice to the other party within five (5) days of their intent to arbitrate the matter with an arbitrator agreed upon by both the County and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of seven (7) names. Both the County and the Union shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall hear both parties and take testimony and evidence in a hearing on the disputed matter and shall issue a decision which shall be final and binding on the parties if within the scope of this Agreement. Expenses for the arbitrator shall be borne by the losing party; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The time limits prescribed in this Article 13 shall be binding on all parties and shall be jurisdictional in nature unless extended by mutual consent.

Section 13.2 Employees selected by the Union to act as Union representatives shall be known as "stewards". There shall be no more than four (4) stewards. The names of the employees selected as stewards, and the names of local Union representatives, state council or international representatives who may represent employees, shall be certified in writing to the County by the Union. Duties required by the Union of stewards, excepting attendance at joint meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Section 1 hereof, shall not interfere with their or other employees' regular work assignments as employees or the Union, except the aforementioned meetings, shall be made outside of working hours.

Section 13.3 The County or its designee(s) shall meet at mutually convenient times to discuss pending grievances with the Union committee. All committee meetings with the County shall be held, if practicable,

during working hours and without loss of pay to authorized participating employees. The Union committee shall consist of two (2) members selected by the Union. The purpose of grievance committee meetings will be to adjust pending grievances. In addition, the committee may discuss with the County other issues which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by each party to the other.

ARTICLE 14 PROBATIONARY PERIOD

Section 14.1 The probationary period is an integral part of the employees selection process and provides the County with the opportunity to upgrade and improve efficiency of operation and service to the public by observing a new employee's work, training and aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

Section 14.2 Duration of Probationary Period. Every new employee hired into the bargaining unit shall serve a performance probationary period of twelve (12) full months. Note: This should not be confused with the six (6) month waiting period for the use of most employee benefits. The probationary period shall also be extended to transferred or promoted employees. An employee serving a probationary period as a result of a transfer or promotion who does not satisfactorily complete the probationary period, or who elects to step-back from the new position, shall be returned to their former position and former rate of pay.

Section 14.3 The Union recognizes the right of the County to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training in other classifications, the assignment to educational courses and training programs, the requirement that such employees attend training programs on their off-duty time for which they will be paid on a straight-time basis or by the granting of compensatory time off for any reason, at any time during this 12 month period.

ARTICLE 15 GENERAL OPERATIONS

Section 15.1 The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, race, color, creed, national origin, sex, union membership, or the absence thereof. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

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

Employees shall have the right to form, join, and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the County or the Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to

represent her/himself in individual personal matters or to adjust his own grievances, provided that the Union, upon request, shall be entitled to be present and, provided further, that any such adjustment shall not be inconsistent with the terms of this Agreement.

Section 15.2 The County agrees to furnish and maintain a suitable bulletin board in a convenient place or places to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

Section 15.3 The County agrees that accredited representatives of the District Council of Laborers and Laborers Union, Local 121, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours for the purpose of assisting in the administration of this Agreement.

Section 15.4 Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union and the execution of this Agreement. The benefits provided by this Agreement shall be exclusive and shall be in lieu of all economic or related benefits heretofore provided by the County, specifically, but not limited to, any bonus or longevity pay, merit pay, or sick leave bonus, provided, however, that nothing in this Agreement shall be construed to prohibit or limit the right of the County to pay an employee at a rate higher than the rates specified herein. Whenever any conditions are changed or new conditions are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive workdays.

Section 15.5 Rules. The parties jointly recognize that as elected officials the Board of County Commissioners is directly responsible to the citizens of the County and the public generally for performance of the functions and services performed by the County. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the Board of County Commissioners must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon law will always be paramount. All work rules which have been or shall be reduced to writing will be furnished to the Union and to affected employees.

Section 15.6 Seniority. This shall be defined as the total length of unbroken service within the employing departments covered by this Agreement. In the event of transfer between departments, an employee's seniority shall be measured by his or her most recent period of continuous service with the County for accrual of all County benefits.

Section 15.7 Other Employment. Outside employment shall be cleared with an employee's department head and be permitted except where, in the discretion of the department head or the Director of Human Resources, such employment would interfere or later does interfere with an employee's County duties, does not constitute a real or perceived conflict of interest, and complies with Article 1, (F). Outside Employment.

Section 15.8 Promotional Opportunities. It is the intent of this Agreement that wherever possible promotional opportunities within the bargaining unit shall first be extended to employees in the bargaining

unit, provided such employees are considered by the County to be qualified to perform the work in question. The County shall be under no obligation to train an employee to become qualified, but shall give preference to present employees who are qualified and apply for such a job opening. An employee's immediate supervisor or supervisors shall be the judge of an employee's qualification and ability and upon request will state the reasons for such a judgment to the employee. In the event two (2) or more applicants for a job opening are satisfactorily qualified in the areas of knowledge, skills and abilities, seniority shall govern. Promotions within individual departments can be accomplished, upon approval from the Director of Human Resources, without following the normal posting requirements. Whenever feasible, the County will post notice of non-bargaining unit job opportunities. The County is supportive of more senior, experienced employees being given an opportunity to apply for a position with a more desirable shift in their own department; however, the final decision is retained by management given a supported and objective reasoning for scheduling and work assignment rationale.

Section 15.9 Layoff. In the event of a curtailment in a department, employees within the department will be laid off in inverse order of seniority, within their job classification, subject to qualifications and ability to perform the work. An employee who is laid off, and who has previously held a non-probationary appointment within the past year in a lower classification, may elect to displace the least senior employee within the lower classification within the department. Any employee bumping to a lower classification, as described herein, shall assume the same step within the new classification that was held in the old classification, (i.e., an employee at Range 12, Step 3 bumping to Range 10 would assume the pay rate at Step 3 of the new Range).

Section 15.10 Recall. Recall from layoff, as provided in Section 15.9, shall be in inverse order of layoff. Employees shall be eligible for recall for a period of six (6) months from date of layoff. Employees who are eligible for recall shall be given no less than fourteen (14) calendar days' notice of recall; notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Department Head of her/his intention to return within three (3) days after receiving notice of recall. The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the employee, regardless of the party within the household that signs for the delivery. It is the obligation and responsibility of the employee to provide the Human Resources Department with his/her latest mailing address.

Section 15.11 Special Conditions. Special conditions affecting employees in particular departments are set forth in Exhibit C hereto. Such specific conditions shall prevail only as to departments specifically identified in Exhibit C.

Section 15.12 Should negotiating sessions with the County be scheduled during work hours, bargaining unit stewards attending collective bargaining sessions shall not suffer loss of pay or benefits for such time they are on authorized released time from work. Stewards shall notify the proper supervisor as soon as possible upon learning when negotiating sessions are scheduled. The date, time, and place for negotiation sessions shall be established with the intent to reasonably avoid or minimize paid time for the Union's negotiating team.

ARTICLE 16
HEALTH AND WELFARE AND RETIREMENT

Section 16.1 Health and Welfare. The County shall provide health and medical coverage comparable to the present coverage of major medical for each eligible employee covered by this Agreement.

(A). Effective July 1, 2014 the amount contributed toward any premium payment shall be made under the same conditions and is limited to the premium for single or family coverage of major medical (or comparable plan) to a maximum of \$875.00 per month, whichever is less. Effective July 1, 2015 the amount contributed toward any premium payment shall be made under the same conditions and is limited to the premium for single or family coverage of major medical (or comparable plan) to a maximum of \$ 925.00 per month, whichever is less. Effective July 1, 2016 the amount contributed toward any premium payment shall be made under the same conditions and is limited to the premium for single or family coverage of major medical (or comparable plan) to a maximum of \$1005.00 per month, whichever is less. Any required premium in excess of the amounts contributed toward single or family coverage of major medical as set forth by this section, necessary for premium of major medical or an optional plan, will be paid by each employee. The County may apply minor cost cutting techniques to the major medical (or comparable) plans and to adjust the medical plan contract year. Such payment shall be applied to purchased group medical and hospital, major medical, dental, vision, prescription, group life and weekly time loss benefits. There will be no duplication of premiums paid under this Agreement in the event an employee and her/his spouse are both eligible for coverage hereunder. In such event, monthly premiums shall be paid only on behalf of one eligible employee, the other employee being designated as a dependent for such purposes.

The County agrees to adjust the medical contribution to cover Option 1, the High Deductible Health Plan, at 100% for purposes of the Affordable Health Care Act compliance.

(B). Life and Disability Insurance. All premiums listed in this Article are exclusive of life insurance group life, \$5,000 death benefit, and weekly time loss benefits, which shall be fully paid by the County.

(C). Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Associate (HRA/VEBA). The County agrees to provide as an option to administer and contribute through payroll deduction for each employee, meeting the eligibility requirements into a HRA/VEBA plan. HRA/VEBA plans provide a tax-free defined contribution account for employees to pay for medical, dental, vision and tax qualified long-term care premiums and non-covered healthcare expenses pursuant to Internal Revenue Code (IRC) 231D. The plan does not require a vesting period and HRA/VEBA funds may be used at any time for a qualified expense after the employee's plan account has been established.

(D). If a married couple selects the High Deductible Health Plan (Option 1), the spouse that waives the insurance shall receive the HRA/VEBA contribution amount as outlined in (E) below.

(E) Employer contribution in lieu of medical insurance. This section is effective beginning with the October 1, 2014 open enrollment. Eligibility is limited to employees waiving medical insurance coverage and providing proof of coverage under another qualified medical insurance plan. Employer shall contribute a flat monthly amount into the eligible employee's HRA/VEBA account. The contribution amounts shall be as follows:

October 1, 2014	\$350
July 1, 2015	\$375
July 1, 2016	\$400

At no point will the contribution amount exceed 50% of the cost of the High Deductible Health Plan (Option 1).

Section 16.2 Retirement. The County agrees to provide retirement benefits, subject to the terms and provisions of the Klamath County Employees' Pension Plan.

ARTICLE 17
WORKERS' COMPENSATION

All County employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the County.

ARTICLE 18
LIABILITY INSURANCE

The County shall purchase liability insurance in such amounts and containing such terms and conditions as are deemed appropriate by the County for the protection of all employees, and all other persons covered by this Agreement against claims against them incurred in or arising out of any authorized act in the performance of their official duties. The premiums for such insurance shall be paid by the County.

ARTICLE 19
SAVINGS CLAUSE AND FUNDING

Section 19.1 Savings Clause. If any term or provision of the Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or effect any other term or provision of this Agreement. Upon issuance of such a decision, the parties agree to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof.

Section 19.2 Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement are subject to established annual budget procedures and in certain circumstances by vote of the citizens of the County. All such wages and benefits are therefore contingent upon sources of revenue, approval pursuant to established budget procedures, and where applicable, annual voter budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitation, but cannot and do not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

Section 19.3 During the negotiations resulting in this Agreement, the County and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which relevant statutes impose an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the County expressly waives its right to require the Union to negotiate, over matters as to which relevant statutes impose an obligation to bargain. This Agreement contains the entire understanding, undertaking, and agreement of the County and the Union, after exercise of the right and opportunity referred to in the first sentence of this section; and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by amendment, or waiver, deletion, amendment, or modification, must be reduced to writing and executed by both parties.

Section 19.4 Cost of Living Adjustment (COLA): COLA adjustments shall be made as follows:

- July 1, 2014 - wages shall be increased by half of a percent (0.50%).
- July 1, 2015 - wages shall be increased by one percent (1.0%).
- July 1, 2016 - wages shall be increased by one percent (1.0%).

ARTICLE 20
DRUG TESTING

Section 20.1 Klamath County considers its employees to be a valuable asset and promotes a safe and healthy workplace for all County employees. The County recognizes the importance of maintaining an employment workplace which is free of alcohol and drug abuse and has chosen to maintain compliance with the federal regulations governing the Drug Free Workplace Act of 1988. Therefore, as determined by management, employees will be subject to mandatory or random drug testing. Policies and procedures relative to drug and alcohol testing and resulting action(s) shall be performed in accordance with the Alcohol and Drug Abuse Policy, attached hereto as Exhibit D.

Section 20.2 In accordance with Exhibit D, employees understand that a requirement for initial employment and continued employment by Klamath County shall involve successful completion of drug and/or alcohol testing. Employees may be asked from time to time to submit to an alcohol and/or drug test, with or without individual cause to test. Employees also agree and give consent for Klamath County and the facility designated by Klamath County to both collect and perform tests on samples of my urine and/or blood to identify the presence of alcohol, illegal drugs, legal drugs and other substances which might adversely affect job performance.

ARTICLE 21
TERMINATION AND REOPENING

This Agreement will be effective July 1, 2014 and will terminate June 30, 2017. This Agreement will be subject for opening of modifications with written notice no later than January 1, 2017, except as provided for in Article 19, Section 19.4, and shall have 45 days to commence negotiations. Absent such notice, this Agreement shall automatically renew for a period of 1 year from July 1, 2017.

EXHIBIT A

LOCAL 121 <i>Full-Time and Half-Time</i> Hourly, FLSA Non-Exempt Effective July 1, 2014 (.5%)							
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5 Merit	STEP 6 Merit	STEP 7 Merit
LH03	\$ 8.69	\$ 9.04	\$ 9.40	\$ 9.78	\$ 10.17	\$ 10.58	\$ 11.00
LH04	\$ 9.12	\$ 9.48	\$ 9.86	\$ 10.25	\$ 10.66	\$ 11.09	\$ 11.53
LH05	\$ 9.58	\$ 9.96	\$ 10.36	\$ 10.77	\$ 11.20	\$ 11.65	\$ 12.12
LH06	\$ 10.06	\$ 10.46	\$ 10.88	\$ 11.32	\$ 11.77	\$ 12.24	\$ 12.73
LH07	\$ 10.56	\$ 10.98	\$ 11.42	\$ 11.88	\$ 12.36	\$ 12.85	\$ 13.36
LH08	\$ 11.09	\$ 11.53	\$ 11.99	\$ 12.47	\$ 12.97	\$ 13.49	\$ 14.03
LH09	\$ 11.64	\$ 12.11	\$ 12.59	\$ 13.09	\$ 13.61	\$ 14.15	\$ 14.72
LH10	\$ 12.22	\$ 12.71	\$ 13.22	\$ 13.75	\$ 14.30	\$ 14.87	\$ 15.46
LH11	\$ 12.83	\$ 13.34	\$ 13.87	\$ 14.42	\$ 15.00	\$ 15.60	\$ 16.22
LH12	\$ 13.47	\$ 14.01	\$ 14.57	\$ 15.15	\$ 15.76	\$ 16.39	\$ 17.05
LH13	\$ 14.14	\$ 14.71	\$ 15.30	\$ 15.91	\$ 16.55	\$ 17.21	\$ 17.90
LH14	\$ 14.85	\$ 15.44	\$ 16.06	\$ 16.70	\$ 17.37	\$ 18.06	\$ 18.78
LH15	\$ 15.59	\$ 16.21	\$ 16.86	\$ 17.53	\$ 18.23	\$ 18.96	\$ 19.72
LH16	\$ 16.37	\$ 17.02	\$ 17.70	\$ 18.41	\$ 19.15	\$ 19.92	\$ 20.72
LH17	\$ 17.19	\$ 17.88	\$ 18.60	\$ 19.34	\$ 20.11	\$ 20.91	\$ 21.75
LH18	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.95	\$ 22.83
LH19	\$ 18.95	\$ 19.71	\$ 20.50	\$ 21.32	\$ 22.17	\$ 23.06	\$ 23.98
LH20	\$ 19.90	\$ 20.70	\$ 21.53	\$ 22.39	\$ 23.29	\$ 24.22	\$ 25.19
LH21	\$ 20.90	\$ 21.74	\$ 22.61	\$ 23.51	\$ 24.45	\$ 25.43	\$ 26.45
LH22	\$ 21.95	\$ 22.83	\$ 23.74	\$ 24.69	\$ 25.68	\$ 26.71	\$ 27.78
LH23	\$ 23.05	\$ 23.97	\$ 24.93	\$ 25.93	\$ 26.97	\$ 28.05	\$ 29.17
LH24	\$ 24.20	\$ 25.17	\$ 26.18	\$ 27.23	\$ 28.32	\$ 29.45	\$ 30.63
LH25	\$ 25.41	\$ 26.43	\$ 27.49	\$ 28.59	\$ 29.73	\$ 30.92	\$ 32.16
LH26	\$ 26.68	\$ 27.75	\$ 28.86	\$ 30.01	\$ 31.21	\$ 32.46	\$ 33.76
LH27	\$ 28.01	\$ 29.13	\$ 30.30	\$ 31.51	\$ 32.77	\$ 34.08	\$ 35.44

LOCAL 121 Salaried, FLSA Exempt Effective July 1, 2014 (.5%)							
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5 Merit	STEP 6 Merit	STEP 7 Merit
LF03	\$ 1,506	\$ 1,566	\$ 1,629	\$ 1,694	\$ 1,762	\$ 1,832	\$ 1,906
LF04	\$ 1,581	\$ 1,645	\$ 1,710	\$ 1,779	\$ 1,850	\$ 1,924	\$ 2,001
LF05	\$ 1,660	\$ 1,727	\$ 1,796	\$ 1,868	\$ 1,942	\$ 2,020	\$ 2,101
LF06	\$ 1,743	\$ 1,813	\$ 1,886	\$ 1,961	\$ 2,040	\$ 2,121	\$ 2,206
LF07	\$ 1,831	\$ 1,904	\$ 1,980	\$ 2,059	\$ 2,141	\$ 2,227	\$ 2,316
LF08	\$ 1,922	\$ 1,999	\$ 2,079	\$ 2,162	\$ 2,249	\$ 2,339	\$ 2,432
LF09	\$ 2,018	\$ 2,099	\$ 2,183	\$ 2,270	\$ 2,361	\$ 2,455	\$ 2,554
LF10	\$ 2,119	\$ 2,204	\$ 2,292	\$ 2,384	\$ 2,479	\$ 2,578	\$ 2,681
LF11	\$ 2,225	\$ 2,314	\$ 2,407	\$ 2,503	\$ 2,603	\$ 2,707	\$ 2,815
LF12	\$ 2,336	\$ 2,430	\$ 2,527	\$ 2,628	\$ 2,733	\$ 2,842	\$ 2,956
LF13	\$ 2,453	\$ 2,551	\$ 2,653	\$ 2,759	\$ 2,870	\$ 2,985	\$ 3,104
LF14	\$ 2,576	\$ 2,679	\$ 2,786	\$ 2,897	\$ 3,013	\$ 3,134	\$ 3,259
LF15	\$ 2,705	\$ 2,813	\$ 2,925	\$ 3,042	\$ 3,164	\$ 3,291	\$ 3,422
LF16	\$ 2,840	\$ 2,953	\$ 3,072	\$ 3,194	\$ 3,322	\$ 3,455	\$ 3,593
LF17	\$ 2,982	\$ 3,101	\$ 3,225	\$ 3,354	\$ 3,488	\$ 3,628	\$ 3,773
LF18	\$ 3,131	\$ 3,256	\$ 3,386	\$ 3,522	\$ 3,663	\$ 3,809	\$ 3,962
LF19	\$ 3,287	\$ 3,419	\$ 3,556	\$ 3,698	\$ 3,846	\$ 4,000	\$ 4,160
LF20	\$ 3,452	\$ 3,590	\$ 3,733	\$ 3,883	\$ 4,038	\$ 4,200	\$ 4,368
LF21	\$ 3,624	\$ 3,769	\$ 3,920	\$ 4,077	\$ 4,240	\$ 4,410	\$ 4,586
LF22	\$ 3,806	\$ 3,958	\$ 4,116	\$ 4,281	\$ 4,452	\$ 4,630	\$ 4,815
LF23	\$ 3,996	\$ 4,156	\$ 4,322	\$ 4,495	\$ 4,675	\$ 4,862	\$ 5,056
LF24	\$ 4,196	\$ 4,363	\$ 4,538	\$ 4,720	\$ 4,908	\$ 5,105	\$ 5,309
LF25	\$ 4,405	\$ 4,582	\$ 4,765	\$ 4,956	\$ 5,154	\$ 5,360	\$ 5,574
LF26	\$ 4,626	\$ 4,811	\$ 5,003	\$ 5,203	\$ 5,411	\$ 5,628	\$ 5,853
LF27	\$ 4,857	\$ 5,051	\$ 5,253	\$ 5,463	\$ 5,682	\$ 5,909	\$ 6,146

EXHIBIT B

Klamath County Human Resources

LOCAL 121 CLASSIFICATION PLAN

As of July 1, 2014

LOCAL 121 CLASSIFICATION	RANGE
Farm Worker	5
Corrections Cook Library Assistant II Office Assistant II Courier/Mail Clerk	6
Accounting Assistant I	7
Chemical Applicator Trainee Solid Waste Site Attendant Lead Museum Collections Assistant Library Assistant III Office Assistant III Legal Assistant I Maintenance Technician I	8
Accounting Assistant II Community Health Worker/Receptionist Transcriptionist Planning Assistant	9
Maintenance Technician II Deed Clerk I Office Technician Medical Assistant Permits Clerk Property Appraiser Trainee Residential Services Aide I (Transition Center)	10
Accounting Assistant III Juvenile Group Worker Legal Assistant II Medical Billing Specialist III – Mental Health Senior Residential Services Aide (Transition Center)	11
Office Specialist Administrative Assistant Accounting Technician Senior Indexing Specialist	12

LOCAL 121 CLASSIFICATION	RANGE
Personal Property Auditor Deed Clerk II	12
Museum Curator Natural Resources Specialist – Watermaster Justice Court Clerk Assistant Veteran’s Service Officer Victims’ Assistance Specialist Maintenance Worker II – Parks Program Specialist Recycling Attendant	13
Accounting Specialist Assessment Specialist Billing Coordinator Work Crew Supervisor Community Support Services (CSS) Specialist Community Corrections Assistant Property Appraiser I Legal Assistant III Licensed Practical Nurse Chief Cartographer Residential Specialist Transportation Specialist Community Nutrition Worker Election Specialist Recording Specialist Support Enforcement Specialist	14
Purchasing Specialist Senior Work Crew Supervisor Senior Community Corrections Assistant Permit Technician Lead Residential Specialist Corrections Food Services Manager Maintenance Technician III	15
Associate Case Manager Engineering Aide II Landfill Maintenance Worker Maintenance Leadworker Property Appraiser II Planner Trainee Landfill Mechanic Chemult Landfill Operator Program Aid	16

LOCAL 121 CLASSIFICATION	RANGE
Assistant Animal Control Officer Code Enforcement Officer Health Educator – Public Health User Support Specialist	17
Plans Examiner Trainee Property Appraiser III Sales Analyst Facility Maintenance Leadworker - Experiment Station Sanitarian Trainee GIS Planner – CDD Planner I DD Investigator/Case Manager	18
Case Manager Computer Support Technician Program Coordinator – Public Health	19
Senior Sales Analyst Registered Environmental Health Specialist Facilities Control Systems Technician Building Inspector I Juvenile Counselor	20
Mental Health Therapist Senior Registered Environmental Health Specialist Mental Health Nurse Planner II Maintenance/HVAC Technician	21
Building Inspector II	22
Residential Plans Examiner – Multi Family	23
Programmer Analyst Systems Administrator Building Inspector III	24
Commercial Plans Fire & Life	25
Database Developer/Administrator Network/Telecommunications Administrator	26
Sr. Systems Administrator Sr. GIS Analyst	27

EXHIBIT C

PROVISIONS TO COVER “SPECIAL CONDITIONS” OF PARTICULAR DEPARTMENTS

The following provisions are intended to cover special conditions which affect only the particular departments which are identified below.

1. **Museum**

The museum schedule and all other Museum policies and procedures shall be set by the Board of County Commissioners. If the Board of Commissioners determines to change the museum schedule, the employees and the Union shall be notified at least two (2) weeks in advance of a permanent change of schedule, except in the case of emergency.

2. **Dog Control**

The County will replace clothing which is destroyed in the line of duty.

3. **Planning Department**

Planning Department secretaries who are assigned to attend night meetings of boards and commissions for the purpose of keeping minutes and other clerical duties shall be compensated on the basis of a flat rate of fifteen dollars (\$15) or their straight time Hourly rate of pay for the time involved, whichever is greater. Such work shall not be treated as time worked for purposes of overtime pay.

4. **Assessor’s Department**

Employees for the Assessor’s Office may also be granted time off with pay, not to exceed a regular straight time day, for educational purposes for a reasonable period of time, to attend conferences, seminars, briefing sessions, training programs, and other programs of similar nature, that are intended to improve or upgrade the employee’s skill and professional ability, when recommended by the State or the employee’s department head and approved in each instance by the Board of County Commissioners. Such employees shall be reimbursed for meals and lodging at the rates established under general County policy at the time involved upon submission of the travel reimbursement form in use by the County. Upon recommendation by the department head, a reasonable allowance may be advanced to an employee.

5. **Library**

The library schedule and all other Library policies and procedures shall be as set by the Library Service District Board, provided that if the Board determines to change the Library schedule, the employees and the Union shall be notified at least two (2) weeks in advance of a permanent change of schedule, except in the case of an emergency.

6. **Solid Waste**

Uniform coveralls shall be provided to select solid waste division employees working in the landfill operation section. Regular cleaning of these uniforms shall also be provided by the County to those uniformed employees. Employees of the Solid waste Division shall not have President’s day as a paid holiday but shall have Easter Sunday as a paid holiday instead.

7. Mental Health

Employees of the Mental Health Department working in the classifications of Staff Therapist, CSS Case Manager, DD Case Manager, and CSS Specialist are required to be on-call. The Following rates are considered to be inclusive for an employee carrying a pager, cellular phone, or similar device. On-call pay is considered inclusive for the first one (1) hour worked per event while on-call, including travel time. Multiple brief calls during the on-call period will be handled through the flexing of the work schedule by the employee and supervisor. After the first hour of on-call work performed it is understood that an hourly pay rate equivalent of call-back time would result (refer to Section 11.4 of this Agreement).

On-Call from Monday 5 p.m. to Tuesday 8 a.m.:	\$ 40.00
On-Call from Tuesday 5 p.m. to Wednesday 8 a.m.:	\$ 40.00
On-Call from Wednesday 5 p.m. to Thursday 8 a.m.:	\$ 40.00
On-Call from Thursday 5 p.m. to Friday 8 a.m.:	\$ 40.00
Weekend On-Call (from Friday 5 p.m. to Monday 8 a.m.):	\$120.00
Holiday On-Call (from 8 a.m. to 5 p.m. on County recognized holidays):	\$ 50.00

Note: Holiday on-call pay is in addition to holiday pay for those not working (normally 8 hours pay) and holiday pay plus compensation as outlined in Section 6.4 of this agreement for hours worked on the holiday.

EXHIBIT D

**APPLICANT AND EMPLOYEE CONSENT TO
ALCOHOL AND DRUG TESTING**

COPY

I understand that a requirement for initial employment and continued employment by Klamath County may involve successful completion of drug and/or alcohol testing. I understand that if I am hired as an employee of Klamath County, I may be asked from time to time to submit to an alcohol and/or drug test, with or without individual cause to test, and I hereby consent to such testing.

By my signature below, I hereby agree and give my consent to Klamath County and the facility designated by Klamath County to both collect and perform such tests on samples of my urine and/or blood to identify the presence of alcohol, illegal drugs, legal drugs and other substances which might adversely effect job performance.

I authorize the testing facility to provide test results to Klamath County for its use in determining compliance with their Alcohol and Drug Abuse Policy, I release Klamath County from all liability and claims incident to such sample-taking, testing and disclosure of test results by the testing facility.

I understand that if I am hired, any failure to give written consent, without qualifications, to subsequent drug and alcohol testing, or failure to provide samples for such testing will be considered insubordination and grounds for immediate suspension and/or termination.

I understand that I will not be hired if my test results are positive, but may reapply after one year and be considered for employment on the same basis as a new applicant. I also understand that if I begin work prior to Klamath County's receipt of the test results, I am a contingent and temporary employee and will immediately be terminated if the results are positive.

Applicant or Employee's Name (Print)

Applicant or Employee's Signature

Klamath County Representative

Date

ALCOHOL AND DRUG ABUSE POLICY

Klamath County has an obligation to its employees, and those who come into contact with the County, to insure safe working conditions. To meet that obligation and to further our commitment to promote high standards of employee performance, productivity, health, safety, and reliability, Klamath County has established this alcohol and drug policy.

Klamath County's focus is to assist those employees seeking treatment and rehabilitation through the employee assistance program. We encourage employees needing help to contact us.

POLICY

This policy covers all employees of Klamath County who are part of the Laborer's 121 Bargaining Unit. Klamath County requires you to report for work in a condition that will permit you to perform your duties safely and efficiently. Klamath County recognizes that an employee's off the job and on the job involvement with alcohol or drugs can have an impact on the work environment. The following information clearly outlines the County's position regarding the use or possession of alcohol or drugs on the job.

- A. Employees shall not:
1. Report for work with the presence of a controlled substance, intoxicant, or illegal drug in their system.
 2. Engage in the unauthorized use of any alcohol or illegal drugs on County premises or on County time, including rest periods and lunch.
 3. Possess, distribute, sell, manufacture, transfer, or receive any controlled substance (drugs), or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee or other employees, on County premises or on County time. Violation of this rule is strictly prohibited and will result in immediate termination.
- B. Each employee must report the use of medically authorized drugs, which can impair job performance to her/his immediate supervisor and provide proper authorization from a physician to work while using such authorized drugs. It is the employee's responsibility to determine from the physician whether the prescribed drugs would impair job performance. Some over-the-counter drugs may also impair job performance. Please read the directions carefully. The County may require a physician's written excuse from any employee claiming to need time off for medical reasons or because she/he is taking an over-the-counter drug which impairs performance and safety.
- Abuse of prescription or over-the-counter drugs is a violation of this agreement.
- C. Employees who violate the above policies shall be subject to disciplinary action, up to and including termination.

EMPLOYEE ASSISTANCE PROGRAM

Klamath County offers an Employee Assistance Program (EAP) to provide confidential assistance to employees and their families with a personal drug and/or alcohol problem, and other human problems that impact on the employee's health and job performance. Any employee of Klamath County wishing confidential assistance for any such problem can call the EAP Coordinator or the EAP Assessor in the County Human Resources Department at 883-4296. We encourage any individual with a drug or alcohol problem to seek assistance. Employees are strongly encouraged to use the EAP on a voluntary basis before drug and/or alcohol problems jeopardize their continuous employment.

DRUG AND ALCOHOL TESTING

Klamath County has established the following procedure for the testing of drug and alcohol use among its employees.

Klamath County has the right to require urine, breathalyzer and/or blood samples in any of the following situations. Failure to give written consent, without qualification, to drug and alcohol testing, or failure to provide samples for such testing will be considered insubordination and grounds for immediate suspension and/or termination.

- A. All finalist applicants for employment may be required to submit to a urinalysis. If the test is positive, employment is denied. The applicant may re-apply in one year.
- B. Initially, a mandatory urinalysis may be required of all employees within 30 days after this policy takes effect. Additionally, Klamath County may require all employees to submit to a periodic unannounced urinalysis.
- C. Employees involved in any accident where a doctor care injury occurs will be subject to drug and/or alcohol testing. Accidents involving non-doctor care injuries, property damage or near-misses may be cause for testing.
- D. Observable changes in employee performance, appearance, behavior, speech, etc., which provide suspicion of the presence of drugs or alcohol, are grounds for requiring a fitness for duty evaluation involving urine, breathalyzer, and/or blood sample testing. Such bases for suspicion can include, but are not limited to:
 - Absenteeism or excessive tardiness
 - Declining performance
 - Suspect behavior, e.g., stumbling, slurred or incoherent speech, apparent confusion in orientation, emotional outbursts, inability to perform normal job tasks, the unsafe handling of equipment or tools, or the actual observation of such behavior as drinking alcohol or using some other drug.
- E. When there is suspicion, the employee is not to return to work until fitness for duty is established. This time will be treated as a suspension without pay pending the outcome of the testing. The employee shall be paid for any time lost from work if the tests are alcohol and drug free.
- F. If the test is positive, the employee will be referred to the EAP in lieu of termination on the first occasion. The following procedure will apply:

1. All “positive” tests will be subjected to a secondary, confirmatory test (on the same sample) using a gas chromatography/mass spectrometry test or a superior or equally reliable test if same becomes reasonably available.
2. If the secondary test confirms the initial positive test result, the employee will be immediately suspended for violation of County policy. The employee may have the opportunity then to either sign a Performance Contract and seek treatment, or sever their employment relationship with Klamath County.
3. The employee that chooses rehabilitation will be expected to meet with an accredited professional to assess the nature and severity of their problem, and to establish a treatment program. Failure to complete the program or to cooperate with the drug/alcohol counselor is considered a breach of the Performance Contract and will result in immediate termination.
4. Before returning to work, the employee will be required to submit to an alcohol and/or drug screen. A drug/alcohol free result will allow the employee to return to work. Returning to work will require the employee to submit to periodic testing, at the employer’s discretion, over the next 24 months, as well as any other conditions required by Klamath County. Refusing to take a test will result in immediate termination. A positive test result will result in immediate termination for violation of County policy.
5. When an employee who is under a “Performance Contract” tests positive for alcohol and drug use, the employee will be terminated. (Only one Performance Contract is permitted: a second positive test will result in immediate termination.) The employee may also be terminated for any other violation of a Performance Contract, as determined by Klamath County or the EAP counselor, apart from a positive test result.
6. Your medical benefits may cover a percentage of the costs for this treatment; however, any costs accrued that are not covered by insurance are the sole responsibility of the employee.

G. APPEAL PROCEDURES

The employee or applicant, at her/his expense, will have the opportunity to have a licensed testing facility test the same sample submitted to the original test facility. Accepted chain of custody procedures must be followed and the test facility must meet all standards set by the Federal Health Agencies for laboratory performance using certified Medical Technologists and Technicians. An employee may request the independent test by notifying the Human Resources Director in writing within two (2) calendar days after the day the employee is informed of the test results. The test result will be kept confidential and will be available only to a designated employer representative. If the appealed test comes out drug and alcohol free, Klamath County will pay for the test.

H. SEARCHES

Klamath County reserves the right to inspect and/or search all County property for intoxicating liquor, controlled or illegal substances, or any other substances which impair job performance. Refusal to submit to any such inspection or refusal to cooperate in any investigation will subject the employee to disciplinary action up to and including immediate suspension or termination.

When controlled substances are located on County property, local law enforcement officials will be contacted.

I. CONFIDENTIALITY

The results and records of alcohol and drug testing are to be considered confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a manager must not discuss the suspected reason for a referral with anyone who does not need to know. Records shall not become part of an employee's personnel file.

J. OTHER CONDITIONS

1. Any employee tampering with or doctoring/altering a drug or alcohol screening test will be subject to immediate termination. An applicant engaging in the above conduct will not be eligible for employment or to re-apply.
2. All employees are expected to cooperate fully in any investigations resulting from this policy.
3. The County reserves the right to determine whether suspicion exists and the level of discipline to be applied.

K. Laboratory testing will be completed at a licensed testing facility that meets all standards set forth by the Federal Health Agencies for laboratory performance using certified Medical Technologists and Technicians.

L. DEFINITIONS

For the purpose of this policy, the following definitions are provided:

Presence is defined as the threshold level of alcohol or drugs in an employee's blood or urine as determined by an accredited laboratory chosen by Klamath County.

Controlled Substances are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale, purchase, transfer, use or possession is prohibited by law.

Over-the-Counter-Drugs are those which are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform her/his duties.

Medically Authorized (Prescription) Drugs are those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

CONVICTION UNDER CRIMINAL DRUG STATUTE

Employees must notify their immediate supervisor within five (5) days of any conviction for violating a criminal drug statute.

SITUATIONS NOT COVERED BY POLICY

We recognize that situations may arise which are not specifically covered by this policy and these guidelines. (For example, situations involving employees who have been arrested or convicted for off-the-job illegal drug use or activity.) We will deal with them on a case-by-case basis, taking into account such things as the nature of the situation or problem, the employee's overall employment record and job assignment, the potential impact on production, safety and customer relations, etc.

AGREEMENT TO CONDITIONS OF CONTINUING EMPLOYMENT

I, _____, understand and agree that my continuing employment with Klamath County is conditioned upon my being fit for work, and not working under the influence of alcohol or illegal drugs, and not using illegal drugs, in any way at any time.

I have undertaken a treatment program designed to eliminate my job-related use of and/or dependence on drugs or alcohol.

I understand that my continued employment with Klamath County is conditional upon my complying with all my terms and conditions of this treatment program in the future, and complying with all terms and conditions of the County's drug and alcohol policy.

The specific details of my treatment and recovery program are as follows:

1. Time period of leave of absence from _____ to _____.
2. Rehabilitation to be monitored by _____
Counseling Agency
and _____.
County Representative
3. Conditions for re-instatement and continued employment:
 - A. Comply with the treatment program in the future.
 - B. Comply with the County's Drug and Alcohol Policy.
 - C. Employee authorizes counselor to provide all reports and evaluations to the County.

I authorize the County to communicate with my treating physician and/or my drug and alcohol counselor or treatment therapist, and to receive all information from her/him with respect to my status and compliance with the treatment program. I will comply with all treatment program requirements to their successful conclusion.

I understand that during all periods of work for Klamath County, during and after my treatment, I must meet all established standards of conduct and job performance, and that I will be subject to the County's normal disciplinary procedures if I fail to meet any of these standards. I promise to stay free of the effects of alcohol or illegal drug use at all times in the future while working for Klamath County.

I promise to comply with the County's drug and alcohol policy during all future work for Klamath County. I agree to submit to County directed periodic random chemical screen testing over the next 24 months from the date of this agreement.

IN CONSIDERATION OF KLAMATH COUNTY PROVIDING ME WITH TIME OFF FOR TREATMENT AND OTHER ASSISTANCE, AND THEREFORE HOLDING MY JOB FOR ME, I AGREE TO KEEP EACH OF THE PROMISES HEREIN. I UNDERSTAND AND AGREE THAT MY FAILURE TO OBSERVE THE TERMS OF THIS AGREEMENT WILL SUBJECT ME TO IMMEDIATE TERMINATION FROM THE EMPLOY OF KLAMATH COUNTY WITHOUT RIGHT TO MAKE ANY LEGAL CLAIMS CONTESTING SUCH TERMINATION.

DATE: _____
_____ **EMPLOYEE**

DATE: _____
_____ **WITNESS**

EXHIBIT E
LOCAL 121

MEMORANDUMS OF UNDERSTANDING

SIGNATURE PAGE

FOR THE UNION:

Jeff Gritz, Business Manager/Secretary Treasurer
Laborers' Union, Local 121
jeffgritz@local121.org

Brenda Clemens
Local 121 Union Steward
bclemens@co.klamath.or.us

Michele Yaws
Local 121 Union Steward
myaws@co.klamath.or.us

FOR THE COUNTY:

Daneen M. Dail
Director of Human Resources

David Groff
Klamath County Counsel

BOARD OF COUNTY COMMISSIONERS

Jim Bellet, Chair, Commissioner
Board of County Commissioners

Dennis Linthicum, Commissioner
Board of County Commissioners

Tom Mallams , Commissioner
Board of County Commissioners

UNION RATIFICATION DATE:

BOARD RATIFICATION DATE:
