



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 701**

AND

KLAMATH COUNTY, OREGON

For the period of

July 1, 2014 through June 30, 2017

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PREAMBLE

THIS AGREEMENT is made and entered into by and between Klamath County, and the Public-Works Department – Road Division, hereinafter referred to as the County, and International Union of Operating Engineers, Local 701, hereinafter referred to as the Union, and is intended to cover rates of pay, hours of work, fringe benefits and conditions of employment of employees covered by the bargaining unit hereinafter described.

The parties agree as follows:

ARTICLE 1 SCOPE OF AGREEMENT AND RECOGNITION

Section 1. Scope of Bargaining Unit.

The bargaining unit covered by this Agreement shall include regular full and half-time employees in the County's Road Division, in all classifications currently listed in Exhibit "B", and those that may be added in accordance with Article 15, Section 3, excluding office, clerical and professional employees, guards and supervisors.

Section 2. Recognition.

The County recognizes the Union as the exclusive collective bargaining representative for all the employees covered by this Agreement.

Section 3. Temporary or Seasonal Employees.

The provisions of this Agreement shall not be applicable to temporary or seasonal employees (those employees hired by the County for a short duration, not to exceed six months). The County shall supply to the Union a list of the names of temporary or seasonal employees upon request. Regular full-time employees shall not be laid off as a direct result of the employment of temporary or seasonal employees. Where possible, regular full-time employees will be allowed to replace temporary or seasonal employees by seniority and qualification rather than lose any regular or overtime hours.

ARTICLE 2 INDIVIDUAL RIGHTS AND UNION MEMBERSHIP

Section 1. Nondiscrimination.

The County and the Union jointly recognize that they are each required by law not to discriminate against any person by reason of Union membership, or the absence thereof, age, race, religion, color, sex, national origin, ancestry, or other legally defined class of protection. This shall apply to hiring, registration for employment, placement for employment, training, rates of pay or other forms of compensation, layoff or termination, and application for admission to Union membership.

No employee shall be discriminated against for pursuing a grievance under the grievance procedure as outlined in Article 7. No employee shall be discriminated against for lawful Union activities.

Section 2. Union Membership and Fair Share.

Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement. However, as a condition of employment, pursuant to the provisions of ORS Chapter 243, any employee who chooses not to belong to the Union shall make a "payment in lieu of dues" which in no event will exceed the amount of monthly dues regularly established for employees in the bargaining unit. Should such a "fair share" be declared unlawful under Oregon law by a court of competent jurisdiction, or in the event of a majority vote of employees in the bargaining unit pursuant to the procedures of ORS 243.650, the "fair share" portion of this Section 2 shall be inoperative.

Section 3. Notice.

Union requests for removal of an employee(s) for nonpayment of or failure to tender regular initiation fees and/or dues, or fair-share payment-in-lieu-of-dues, shall be submitted to the County Human Resources Department in writing. After three (3) working days from receipt of such notice the County agrees to remove the named employees from employment on all work covered by this Agreement if payment has not been made or tendered prior to action by the County upon any such request for removal.

Section 4. Dues Check-off.

The County will provide for the Union dues and fair share check-off through monthly payroll deduction, in accordance with ORS 292.055 and ORS 243.776, and that such payment will be made to the International Union of Operating Engineers, Local No. 701, in an amount to be established by the Union. Union dues and fair-share payments and check-off will commence immediately upon employment; union dues are currently \$30.00 per month.

ARTICLE 3 MANAGEMENT RIGHTS

The County retains all the customary, usual and exclusive rights, decision making, prerogative, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the County retains all prerogatives, functions, and rights not specifically limited by the specific terms of this Agreement. The exercise of any management prerogative, function, or right, which is not specifically modified by this Agreement, is not subject to the grievance procedure, to arbitration, or to bargaining during the term of this Agreement.

ARTICLE 4 UNION STEWARDS

Section 1. The Union may appoint a job steward, or stewards, not to exceed a total of three (3). Activities by a job steward shall not interfere with his/her normal duties or the performance of other employees. The job steward shall be a regular full-time employee who shall, in addition to his/her regularly assigned work, perform the duties set forth herein, as long as such may be accomplished without disruption or interference with the work of others.

- (a) To bring to the attention of the County or the Union, or both, any alleged infraction of the terms and conditions of this Agreement.
- (b) To make a good faith effort to resolve individual employee grievances as they may arise by working in cooperation with the employee and his/her immediate supervisor.

Section 2. The Union shall notify the County in writing of the appointment of any job stewards.

Section 3. Any steward shall have the right to solicit membership from employee(s), or investigate conditions, or employee grievances under this Agreement so long as such activity shall not disrupt or interfere with his/her normal duties or the performance of other employees. Any other authorized representative of the Union shall have the right to visit job sites for the purpose of administering this Agreement. Where possible the Road Division Superintendent or the supervisor in charge at the job site shall be notified and every attempt shall be made not to interfere with the work by employees covered by this Agreement.

Section 4. No employee shall be discriminated against for pursuing the grievance procedure as outlined in Article 7. No employee shall be discriminated against for lawful Union activities. Stewards shall not be discharged or laid off for performing duties as job steward in accordance with this Article.

ARTICLE 5 JOB SECURITY

Section 1. The employees shall keep the Road Division Superintendent and the County Human Resources Department informed of his/her address. Any employee who has been laid off and who fails to report to work within seven (7) working days after receiving notification to report to work shall be considered a voluntary quit, notice shall be sent by US Postal Service certified letter. The County shall have fulfilled its obligation hereunder when notification to report to work was sent to the last known address given to the County by the employee.

Section 2. Any employee who is not able to perform his/her normal work because of sickness or other medical reasons at the time of receiving notification under the provisions of Section 1 above, shall not be required to report for work provided he/she notifies the Road Division Superintendent by calling the shop phone at 541-883-4585, leaving a message if no answer, and the employee shall furnish evidence of such disability upon request.

ARTICLE 6 STRIKES AND LOCKOUTS

Section 1. The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work at any location in the County. It is agreed that no picket line or labor dispute will affect the continued performance of Road Division functions by employees covered by this Agreement as directed by the County.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form against the County, 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 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 provisions of this Agreement.

Section 3. There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the period of this Agreement.

**ARTICLE 7
SETTLEMENT OF DISPUTES**

Section 1. Grievance and Arbitration Procedure.

Any grievance which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner, with the understanding that the Union and the Road Division Superintendent encourage employees and their immediate supervisors to mutually attempt to resolve any problems prior to filing a formal grievance.

Step 1

The employee, Steward or Union Representative shall present the grievance, in writing, to the employee's immediate foreman within seven (7) calendar days of its occurrence. The foreman and employee, Steward or Union Representative shall then attempt to adjust the matter within seven (7) calendar days from the date received.

Step 2

If the grievance has not been settled between the affected employee and the foreman, it shall be presented to the Road Division Superintendent or his/her designee by the Steward or Union representative within seven (7) calendar days of the date the Foreman's response is due. The Road Division Superintendent or his/her designee shall respond to the Union Representative within seven (7) calendar days after receipt thereof.

Step 3

If the grievance still remains unadjusted, it shall be presented by the Union representative to the County Director of Public Works, or his/her designee(s) within seven (7) calendar days after the response of the Road Division Superintendent is due. The County Director of Public Works or his/her designee(s) shall respond in writing to the Union representative within seven (7) calendar days after receipt.

Step 4

If the grievance is still unsettled, the Union may, within seven (7) calendar days after the response of the County Director of Public Works, or in the absence of a response, the date on which it is due, by written notice to the County Director of Public Works, or his/her designated representative, request final and binding arbitration of the dispute as provided herein.

The Oregon State Employment Relations Board shall be requested to submit a list of five names of arbitrators. Both the County Director of Public Works and the Union shall have the right to strike two (2) names from the list. The parties shall flip a coin to determine which strikes the first name and thereafter shall alternate until there is only one remaining person and the remaining person shall be the Arbitrator.

The designated Arbitrator shall set a time and place for the hearing which is agreeable to both parties. 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 the copies. The time limits prescribed in this Article shall be binding on all parties and shall be jurisdictional in nature unless extended by mutual consent. If at any time an employee or the Union fails to timely proceed in the next step, the matter shall be deemed to have been withdrawn and neither party shall be obligated to consider the grievance further, unless the time periods provided herein are extended by written agreement of the parties. If at any step, the County fails to respond within

the time period allotted, the grievance shall be deemed denied by the County and the Union may proceed to the next step. The Arbitrator shall have the authority to consider only a claim based upon specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement. Any decision of the arbitrator within the scope of the Agreement shall be final and binding upon the Parties.

Section 2. The County Director of Public Works or his/her designee(s) shall meet at mutually convenient times with the Union stewards to discuss safety issues affecting the Road Division.

ARTICLE 8 PROBATIONARY PERIOD

Section 1. The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve the road department by observing a new employee's work, training new employees, and assisting new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

Section 2. Every new employee who serves a probationary period of twelve (12) months of work shall become a regular full-time employee. Employees having less than twelve (12) months of employment shall be probationary employees and shall be covered by this Agreement as specified herein.

Section 3. The Union recognizes the right of the County to terminate the employment of a probationary employee 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 schedule or job classifications, and the requirement that such employees attend training programs, including on their off duty time, for which they will be compensated on a straight-time basis where such attendance is directed and approved by the County.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section 1. Discipline.

Disciplinary action, including discharge, may be imposed upon any employee for just cause connected with his/her employment. Any disciplinary action imposed upon employees shall be protested only as a grievance through the regular grievance procedure. If the County Director of Public Works or other supervisory employee has reason to discipline any employee he shall impose such discipline in a manner that will not unduly embarrass or humiliate the employee before other employees or the public. Oral reprimands which may lead to formal disciplinary action, such as suspension or discharge, shall upon employee request, be administered with a job steward present. This is not intended to cover routine job-related counseling and direction.

Section 2. Discharge.

Any probationary employee shall serve at the pleasure of the County. Regular full-time (non-probationary) employees shall be discharged only for just cause as set forth in Section 1 above. The protest of any discharge shall be made only through grievance procedure set forth in Article 7. The Union may process a grievance concerning suspension or discharge, or both, as set forth in Step 3 of the grievance procedure.

Section 3. Counseling Statements (EXHIBIT C) and letters of reprimand will remain in an employee's personnel record for a period of three (3) years at which time an employee has the right to submit a request to the Public Works Director to have a record of verbal warning or written letter of reprimand permanently removed from the employee's personnel record. The request will then be evaluated by both the Public Works Director and the Human Resources Director on a case-by-case basis and a decision rendered. The determination of the Public Works Director and the Human Resources Director will be final. If denied, the employee has the right to make a new request after an additional twelve (12) months time has elapsed.

Section 4. A copy of a written employee Counseling Statement or reprimand letter shall be provided to the employee with sufficient time to allow the presence of a union steward at the disciplinary meeting between the Supervisor and the employee.

**ARTICLE 10
HOURS OF WORK**

Section 1. Workweek.

The sole purpose of this Article is to provide a basis for the computation of compensation, and nothing in this Agreement shall be construed as a guarantee or commitment by the County to any employee of a minimum or maximum number of hours per day, per week, or per year.

The normal workweek, to the extent consistent with operating requirements of the Road Division, and recognizing the necessity for continuous services by that Division throughout the week and in emergencies, as determined by the County Director of Public Works, shall consist of five (5) consecutive days as scheduled by the County Director of Public Works, except that the County may institute, once per calendar year, a work schedule of four (4) consecutive ten (10) hour days. Employees shall be notified at least ten (10) days in advance of any change in the commencement or cancellation of this schedule.

Section 2. Regular Hours.

The regular hours of work each day shall be consecutive, except for interruptions for meal periods which shall be on an employee's own time, except as described in Section 4 below.

Section 3. Work Schedules.

The normal work schedule shall consist of eight (8) hours of work per day or ten (10) hours of work per day in the case of a four (4) day workweek schedule. Where travel time differential is elected by the County in accordance with Article 15, Section 11 - Miscellaneous, time spent riding to and from the designated worksite in a County owned vehicle shall not be treated as work time, but shall be compensated solely by the travel time differential specified in Article 15, Section 11 - Miscellaneous. All employees shall be scheduled to work on a regular shift and each shift shall have regular starting and quitting times, provided that the County Director of Public Works may revise such regular starting and quitting times as hereinafter provided and may direct overtime work as required by the operating needs of the Division. Work schedules

showing the employees' normal shift, workdays, hours, and location shall be posted on Road Division bulletin boards. Except as provided above for changes in the workweek and for situations determined in the judgment of the County Director of Public Works to be emergencies, changes in work schedules shall be posted at least seventy-two (72) hours prior to the effective date of any change. In case of adverse working conditions or other unpredictable conditions, work schedules may be canceled, modified or terminated at the option of the County. In such cases a reasonable attempt will be made to notify such affected employee(s) as soon as practicable.

Section 4. Meal Periods.

All employees shall be granted a one-half (1/2) hour uncompensated meal period during each work shift. To the extent consistent with operating requirements of the Road Division, meal periods shall be scheduled at or about the middle of the work shift. Employees whose regularly scheduled shift begins between 3:00 p.m. and 3:00 a.m. shall have a regular work shift consisting of seven and one-half (7 1/2) hours worked and one-half hour compensated lunch period for which eight (8) hours shall be paid.

Section 5. Coffee Break.

Employees shall be entitled to a mid-morning and mid-afternoon coffee break not to exceed ten (10) minutes each. Each of the two (2) breaks shall be taken at a time determined by the job supervisor. Employees working together may be required to take their breaks at a particular location, time and separate from other employees as determined by the supervisor in order to promote efficiency at the job site and unnecessary disruption of work.

**ARTICLE 11
HOLIDAYS**

Section 1. Recognized Holidays.

The following shall be recognized as holidays:

New Years' Day	Labor Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
	Christmas Day

Two additional floating holidays per fiscal year may be scheduled between the employee and his/her supervisor. Floating Holidays may be used as personal time off without advance notice as long as they do not adversely impact the operations of the Road Division. Such an absence must be called into the Road Division Superintendent or his/her designee. No employee is eligible for a floating holiday until completion of six consecutive months of employment.

Section 2. Eligibility for Holiday Pay.

Regular full-time and probationary employees who work the last regularly scheduled day before and the first regularly scheduled day after any of the above named holidays shall be eligible for holiday pay, unless such days were not worked due to a valid sickness of the employee. Upon request of the County an employee shall be required to verify sickness by doctor's certification.

Section 3. Holiday Pay.

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

Section 4. Weekend Holidays.

While on the five (5) day schedule, 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. While on the four (4) day schedule, whenever a holiday falls on Friday or Saturday, the preceding Thursday will 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 when a holiday occurs, such holiday shall not be charged against such vacation and an additional day off may be scheduled by mutual agreement between the employee and the supervisor.

Section 5. Holiday During Leave.

Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against such leave. In such event, the employee may, upon prior notice and approval by the County, schedule one additional consecutive day of leave and be paid for the holiday. If an additional consecutive day of leave is not approved by the County the employee may, upon mutual consent, reschedule such day at a later date. No employee shall be compensated twice for the same holiday.

Section 6. Holiday Work.

If an employee works on any of the holidays listed above, he/she shall, in addition to holiday pay, be paid for all hours worked at the rate of time and one-half his/her regular straight time hourly rate of pay.

Section 7. Floating Holiday

Any employee having 480 or more hours of accumulated sick leave on July 1 of each year shall be given an additional floating holiday to be taken prior to June 30 of the following year. The scheduling of a floating holiday must be done so as to avoid interference with Department operations.

**ARTICLE 12
SICK LEAVE AND FUNERAL LEAVE**

Section 1. Accumulation.

All regular full time and probationary employees will earn 8 hours of sick leave with pay for each full calendar month of employment. A total of 1290 hours of sick leave may be accrued by an employee. Sick leave must be taken for the purposes specified in Section 2 hereof as a condition precedent to any sick leave payments. Sick leave shall not accrue during any period of leave of absence or layoff.

Section 2. Utilization of Sick Leave.

All regular full time and probationary employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall notify his/her supervisor of absence due to illness or injury, the nature and expected length thereof, at least thirty (30)

minutes prior to the start of the employee's regular work shift. 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 Director of Public Works or Road Division Superintendent, for absence of over 72 hours as a condition for payment of any sick leave benefits. In case of abuse or where the County has cause to believe there is abuse, a written statement from the employee or the employee's physician may be required in the case of absences for the employee's utilization of sick leave in each such instance.

Section 2.1. Each regular full time and probationary employee may be permitted to utilize accrued but unused sick leave to provide care during an illness or injury of an immediate family member (as defined in this Article). Use of sick leave under this section is subject to the restrictions on the use of sick leave as outlined in this Article.

Section 3. Funeral Leave.

All-regular full time and probationary employees may be granted not more than three (3) working days of his/her accumulated sick leave in the event of death in the immediate family of the employee to make necessary funeral arrangements or to attend the funeral. In the event the employee is required to travel out of the state for the purpose of attending a funeral of a member of the immediate family or for the purpose of making necessary arrangements where the employee presence is required an additional two (2) working days may be granted by the County Director of Public Works and such absence shall be charged against accrued sick leave, if available. An employee's immediate family shall include spouse, parent, grandparent, child, brother, sister, mother-in-law or father-in-law.

Section 4. Termination.

Sick leave is provided by the County solely in the nature of insurance against loss of income, due to illness or injury. No compensation for accrued sick leave shall be provided for any employee for any reason except that a maximum of 480 hours or one half (1/2) of the employee's accrued hours not to exceed the 480 hour maximum of unused sick leave shall be paid the employee or his/her beneficiary upon death, retirement or permanent total disability, or after five (5) years of continuous employment, voluntary termination (not including resignation in lieu of termination for cause except as agreed upon between the Director of Public Works or his/her designee with the specific individual involved). Employees hired after July 1, 2008 will not be paid for accrued, but unused sick leave upon termination of employment.

**ARTICLE 13
VACATIONS**

Section 1. Amount of Vacation and Eligibility Requirements.

- (a) Regular full time employees in continuous service of the County shall accrue paid vacation time on a per hour basis and shall be vested after the successful completion of six (6) months of employment. Employees shall not accrue any more than twice the amount of vacation time that can be earned in one year. Eligible employees will earn vacation time as follows:

Paid Vacation Table

Years of Service	Hours PVT Per Year	Days Per Year	Maximum Accrual
6 month to 4 years	80	10	160
Commencing in 5 th year	96	12	192
Commencing in 6 th year	120	15	240
Commencing in 8 th year	128	16	256
Commencing in 9 th year	144	18	288
Commencing in 15 th year	160	20	320
Commencing in 25 th year	200	25	400

- (b) Vacation shall be compensated at the employee's regular straight time hourly rate as of the time the vacation is taken. Service unbroken by separation from employment as a regular full time employee in the Road Division shall constitute continuous service. If a layoff period greater than thirteen (13) months in duration occurs the employee shall lose their accredited years of service.

Section 2. Scheduling.

Employees shall be permitted to request either a split or single vacation. Whenever possible, consistent with the County Director of Public Works' judgment as to the needs and requirements for vacation relief, employees may schedule their vacation times. Subject to such requirements, vacation time shall be scheduled as between employees on the basis of seniority, provided, however, each employee will be permitted to exercise seniority only once each year. The County shall have the final determination of vacation time based on operations and the availability of vacation relief. An employee shall notify the County Road Division Superintendent in writing of his/her scheduling request not later than thirty (30) days prior to the start of the requested vacation. Some flexibility shall be provided to employees when the ability to provide advance notice is not possible. Exceptions to this section may be granted by the Director of Public works or his/her designee.

Section 3. Vesting.

An employee's vacation shall vest after the successful completion of six (6) months of employment. An employee's unused vacation entitlement will be paid to the employee upon separation provided they have completed their six (6) month vesting period. Pay will be computed based on the rate earned upon separation.

Section 4. Vacation Accrual.

Employees shall not accrue any more than twice the amount of vacation time that can be earned in one year. At the discretion of the Director of Public Works and Director of Human Resources, employees may accrue vacation hours beyond the stated limits in cases when the County has denied or cancelled a vacation request due to business activity, or if an employee has communicated a specific justification for such an exception to policy.

ARTICLE 14 OTHER LEAVES OF ABSENCE

Section 1. Leave of Absence.

Leaves of absence without pay for a limited period, not to exceed thirty (30) calendar days, shall be granted for any reasonable purpose where in the judgment of the County Director of Public Works, provided that the work of the Road Division will not be seriously handicapped by the temporary absence of the employee requesting such leave. Any such leave must be consistent with the needs of the County and must be approved by the Board of Commissioners or designee. At the discretion of the County Director of Public Works, upon written request by the affected employee, such leave may be renewed or extended for any reasonable period. No leave will be granted to an employee to accept employment in any other capacity, except military duty.

Section 2. Jury Duty.

Regular full time employees shall be granted leave with full pay, computed on the basis of eight (8) or ten (10) hour day's pay per day, whichever is applicable, at the employee's regular straight time hourly rate any time they are required by summons or subpoena to report for jury duty or jury service. An eligible employee shall endorse any fee to the County as a condition to receipt of jury pay, except when compensated for jury duty on regularly scheduled days off.

Section 3. Witness Duty.

Leave with pay shall be granted for an appearance connected with his/her official duties before a court, legislative committee, judicial or quasi-judicial body as a witness in response to subpoena, however, the regular straight time salary paid to such employee shall be reduced by an amount equal to any compensation he may receive as witness fees, except when compensated for witness duty on regular scheduled days off.

Section 4. Parental Leave. Employees shall be entitled to parental leave as required by Oregon Law.

ARTICLE 15 COMPENSATION

Section 1. Wages.

Employees shall be compensated in accordance with the salary schedule attached to this Agreement and marked (Exhibit "A") and Article 15, Section 11, Miscellaneous.

Section 2. Cost of Living Adjustment

Effective for the contract period of July 1, 2014 through June 30, 2015 the salary COLA is 1% in addition to step increase on the eligible employee's anniversary date. See Article 18, Section 2 for the health and welfare cap increase.

Effective for the contract period of July 1, 2015 through June 30, 2016 the salary schedule Exhibit "A" shall be amended to reflect a COLA of 1% in addition to step increases on the eligible employee's anniversary date. See Article 18, Section 2 for the health and welfare cap increase.

Effective for the contract period of July 1, 2016 through June 30, 2017 the salary schedule Exhibit "A" shall be amended to reflect a COLA of 1%. Eligible employees shall also receive a step increase on their anniversary date. See Article 18, Section 2 for the health and welfare cap increase.

Section 3. New Classifications

When a position not listed on the division classification schedule, Exhibit "B" is established, the County shall designate a job classification and pay rate for the position. The Union shall be notified and, within seven (7) days of such notice, shall be afforded an opportunity to meet and discuss the matter. If the Union does not agree that the rate set for the classification is proper it may, within seven (7) days of such notice, submit the issue as a grievance under the procedures of Article 7 and the arbitrator may determine the proper rate.

Section 4. Reporting Time.

Any employee who reports to work for his/her scheduled shift, but where work is not available, and the employee was not notified prior to leaving home for work, shall be excused from duty and paid for two (2) hours at his/her regular hourly rate. This provision shall not apply if the County has attempted to notify the employee not to report at least thirty (30) minutes prior to his/her normal reporting time, or in the case of an attempt to notify any employee residing more than twenty (20) miles from the employee's place of reporting to work must be made at least forty five (45) minutes prior to reporting time. Each full time employee shall maintain a telephone and advise the County Road Division Superintendent of the current telephone number and of any changes in that number. Failure to do so shall be a violation of this Agreement and additionally shall result in forfeiture of any right to show up pay provided in this Section.

Section 5. Call Back Time.

Any employee called back to work after completing his/her regular scheduled shift on that day shall be paid for a minimum of two (2) hours at the rate of time and one half (1 1/2).

Section 6. Overtime.

Employees covered by this Agreement shall be compensated at one and one half (1 1/2) times their regular straight time hourly rate under the following conditions, but in no event shall compensation be received twice for the same hours worked:

- (a) All authorized work performed in excess of eight (8) hours on any eight (8) hour shift or ten (10) hours on any ten (10) hour shift;
- (b) All authorized work performed on the sixth (6) and seventh (7) day of a five (5) day workweek or the fifth (5), sixth (6) or seventh (7) days of a four (4) day workweek shall be compensated at one and one half (1 1/2) times the employee's regular straight time hourly rate;

Section 7. Distribution of Overtime.

- (a) Overtime work shall be performed as directed by the County Director of Public Works. To the extent consistent with the operating needs of the Road Division, overtime work shall be distributed as equally as is reasonable among employees with comparable skills within the same job classification, as determined by the County Director of Public Works.
- (b) Where possible temporary or seasonal employees shall not be assigned overtime without first offering all qualified regular employees the work in order of seniority.

- (c) Where possible, regular full-time employees will be allowed to replace temporary or seasonal employees by seniority and qualification rather than lose any regular or overtime hours.
- (d) Overtime work shall be scheduled by the County as deemed necessary to accomplish work schedules and to meet emergency needs. Upon notification of overtime work prior to completion of an employee's shift, such employee shall perform such overtime as may be directed by the County. A record of overtime hours worked and pay received by each employee shall be printed on their check stub. The County will provide individual employees exception pay and exception pay overtime reports upon request.

Section 8. Temporary Assignment.

An employee's pay rate shall not be decreased when temporarily assigned work at a lower rate of pay. Employees temporarily working in a classification paying a higher rate of pay shall be paid the higher rate, except when filling in for the Equipment Procurement Specialist unless that time is assigned for more than a two week period. If an employee is assigned to a piece of equipment on the board, they will be paid for the time they are assigned to that equipment.

Section 9. Longevity Pay.

The purpose for longevity pay is to reward eligible employees for their years of service with Klamath County. All regular full-time and half-time employees with the minimum required years of services, based on the employee's date of hire, and the schedule below are eligible for longevity pay:

Years of service	Yearly Longevity Pay
15 years	One (1) additional floating holiday
20 years	Bonus pay of 2% on base pay in addition to the floating holiday
25 years	Bonus pay of 4% on base pay in addition to the floating holiday
30 years	Bonus pay of 6% on base pay in addition to the floating holiday

Section 10. Miscellaneous Compensation Provisions.

- (a) Two Worker Teams. On the pieces of equipment listed below one employee shall be assigned and responsible for the operation of the equipment, the second employee assigned shall be designated the helper or assistant and will be paid for one half (1/2) the day's hours at the higher division rate of pay.

Crack sealing machine
 Distributor truck
 Sander truck

- (b) Lead Pay. Employees in any classification who are assigned to perform supervisory work in a fill in or training capacity, or lead on any crew will be paid a premium of one dollar (\$1.00) per hour for all hours of work in any such assignment. There shall be no lead at any location unless specifically assigned by the Foreman or Road Superintendent. Lead shall have the authority to assign and direct the work of other employees on the crew.

(c) Travel Differential.

The following refers to Oregon Revised Statutes (ORS) 279C.305. Should ORS 279C.305 be amended to include maintenance, the County and the Union mutually agree to negotiate successor language for applicable zone rate projects.

An employee's compensation shall be computed on the basis of time worked which commencing with the date of this Agreement, shall start and stop at the time an employee punches or checks in an out at the shop or other designated equipment yard or location in accordance with the directions of the County. At the option of the County, employees so designated who ride to and/or from their assigned job on County-owned equipment from the County shop or other designated marshalling points, and all County employees who have received approval to provide their own transportation to and/or from designated marshalling points, shall receive a travel differential for hours of actual work on such "travel differential" days, exclusive of travel to and from their assigned job, in addition to their regular straight time hourly rate of pay on any day or days designated by the County as "travel time differential" days. Such travel differential shall be computed as follows:

TRAVEL DIFFERENTIAL RATE	DESCRIPTION
1. \$0.00/hr.....	Projects within 30 miles of County Shop.
2. \$0.65/hr.....	Projects more than 30 miles but less than 40 miles.
3. \$1.15/hr.....	More than 40 miles but less than 50.
4. \$1.70/hr.....	More than 50 miles but less than 80.
5. \$2.75/hr.....	More than 80 miles

Time spent in travel to and from an assigned worksite on a travel differential day is compensated solely by the differential provided herein and shall not be treated as time worked for any purpose, provided that differential pay shall be included in computing overtime pay. Travel difference applicable as defined in ORS 279C.305.

- (d) Overnight Stay. Employees who are required to stay overnight at the worksite in connection with Road Division activities shall be provided room and board or, at the County's discretion, per diem in lieu thereof.

**ARTICLE 16
SENIORITY**

Section 1. Definition.

Seniority is applicable to regular full time non probationary bargaining unit employees who have continuous service within the Road Division.

- (a) Seniority is defined as the total length of service as an employee with the County Road Division.
- (b) Employees shall lose seniority in the event of voluntary termination, discharge for cause, a layoff period greater than thirteen (13) months, failure to report to work at the termination of an extended leave of absence, acceptance of employment without permission while on a leave of absence, and retirement.
- (c) An employee shall not lose seniority with the Road Division if the employee transfers from one division to another within the Road Division.

Section 2. Training and Filling of Vacancies.

- a) Temporary assignments and training to Division V will be selected from Division IV employee's first, hours shall be divided as equally as possible between IV members, except that Division IV members can elect to not operate Division V equipment and remain in Division IV. The County will do yearly evaluations on Division IV employees to assess their equipment safety practices, equipment proficiency, ability to successfully complete work tasks, and teamwork.
- b) Division II and III members may fill Division IV and V positions on a temporary basis as directed by the County. The County will do yearly evaluations on Division II and III employees, when assigned to Division IV or V work assignments to assess their equipment safety practices, equipment proficiency, ability to successfully complete work tasks, and teamwork.
- c) During the first year of training on Division V equipment or when filling a vacancy in Division V, each Division IV employee will be sent to IUOE Local 701 Engineer Training Center for heavy equipment training for one (1) week by the Committee. County management will write to the Director of training notifying him/her which piece of equipment each employee needs supplemental training on.
- d) A standard form shall be prepared by the County and utilized as a record of each Division IV employee's training assignments and if after 12 months the training is not completed successfully, the employee and the Union will be notified in writing.

Filling of Vacancies

- (a) Any job in Division II, III, IV or V determined by the County Director of Public Works to be of a permanent nature shall be posted on the bulletin board for a period of forty-eight (48) hours and shall be open for consideration by employees within the bargaining unit who submit a written application for the position will be considered by the County on the basis of their relative qualification to do the work, evaluations, training assignments if filling a Division V position, and their seniority (utilizing an employee's work history both within and outside the County Road Division employment).
- (b) In the event the County Director of Public Works determines that no applicant within the bargaining unit is fully qualified to fill a vacancy in a Division IV or V, then the County Director of Public Works shall contact the Union and request the Union to refer fully qualified applicants for the specific position in question. The Union shall have forty-eight (48) hours to provide such applicants. Consideration shall be given such applicant or applicants.
- (c) In the event the County Director of Public Works determines that no applicant within the bargaining unit, or those referred by the Union for a Division IV or V opening, is qualified. The County Director of Public Works may take applications from other sources, and at his/her option, hire any such applicants provided they have superior skill and qualifications, in addition to the required CDL endorsements than any other applicants from within the bargaining unit or Union.
- (d) In the event two applicants are equally qualified, preference shall be given to the resident of Klamath County.

- (e) Vacancies in Division V equipment operators will be selected from Division IV based on their qualifications to do the work, evaluations, and completed training assignments as determined by the County. Where qualification and ability between two existing employees is relatively equal, as determined by the County, seniority shall be applied.
- (f) Probation: A successful applicant from within the Road Division filling a position in Division III, Division IV, and Division V under this section shall be placed on a probationary period not to exceed twelve (12) months. If the employee fails in this probationary period, he/she shall be returned to his/her old position and salary with no loss of seniority.

Section 3. Layoff and Recall.

- (a) Temporary layoffs, emergency shutdowns or interruptions in normal work schedule, because of weather conditions, breakdowns, shortages, lack of work or other conditions which are not reasonably expected to exceed five (5) regular workdays, will be made in accordance with the operating needs of the Division without primary regard to seniority.
- (b) Once a layoff exceeds five (5) days, reduction in the number of employees shall be made in terms of Road Division seniority with employees of greatest seniority being retained as needed, provided they have the required skill and ability to efficiently perform the work.
- (c) When employees are recalled, it shall be by Division seniority with the last laid off being the first recalled, giving consideration to ability and qualification to satisfactorily perform the work required and the operating needs of the County.
- (d) Any employee reclassified into a lower or higher paying job by reason of recall or layoff shall assume both the new classification and the pay rate of the classification.

ARTICLE 17 HEALTH LAWS AND SAFETY MEASURES

Section 1. It is mutually agreed that the efforts of both the County and the Union shall be directed to maintain all equipment and tools in a safe and efficient working order, and that the Federal and State regulations and safety codes shall be strictly observed by both parties.

Section 2. The employees shall use all protective equipment required, shall perform their work in a safe manner and shall comply with all the safety regulations stipulated by the County. Failure to comply with safety regulations shall be cause for discharge.

Section 3. Personnel requiring safety clothing or safety gear are entitled to such gear being furnished by the County. Items to be included are gloves, safety goggles, rubber boots, eye glass protectors, hard hats and liner, reflective clothing, and any other clothing or gear necessary for safety of the performance of duty. (Such items to be approved by the department head). The cost of maintaining the safety clothing or gear shall be paid by the County. Such items, issued by the County, that are lost or damaged, excepting normal wear, shall be replaced at the employee's expense. Articles furnished by the County shall not be utilized for personal use.

Section 4. A safety meeting will be held every month at such time as the County shall designate, and at which the employees and representatives of the County shall be present to discuss problems of employee safety. Such meetings shall be held on the County's time. Notice of the time and place of such meeting shall be posted on the bulletin boards described in Article 19, Section 2, at least one (1) week in advance.

Section 5. Weather Protection.

The County will, where feasible, provide protection from cold weather on County equipment. Such protection shall be suitable for the type of equipment involved.

**ARTICLE 18
HEALTH, WELFARE AND RETIREMENT**

Section 1. Worker's Compensation and Application of Sick Leave.

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. The County shall supplement the amount received by the employee from the State Workers' Compensation Act, if any, for compensable injuries received while at work for the County. Such supplements shall be in an amount equal to the difference between money received from the SAIF (third party claims administrator), or other qualified carrier, and the employee's regular eight (8) or ten (10) hour day from accrued sick leave. Compensation shall be prorated against the employee's accrued sick leave and shall be limited to the total amount of leave. The County's obligations will cease when said employee has no accrued sick leave on record.

Section 2. Health and Welfare.

In addition to wage scale and other monetary provisions listed in this agreement, Effective July 1, 2014 the Employer agrees to pay \$950.00 per month toward employee Health & Welfare benefits on behalf of each eligible employee. Effective July 1, 2015 the Employer agrees to pay \$1000.00 per month toward employee Health & Welfare benefits on behalf of each eligible employee. Effective July 1, 2016 the Employer agrees to pay \$ 1080.00 per month toward employee Health & Welfare benefits on behalf of each eligible employee. There will be no duplication of premiums paid under this Agreement in the event an employee and his/her 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 cost of benefits beyond the cap amount shall be the responsibility of the employee and shall be deducted on a pre-tax payroll basis.

The full premium amount shall be paid into the existing AGC/IUOE Local 701 Trust Fund for the purpose of providing Health & Welfare benefits to all eligible Employees covered by this Agreement. Payment shall be postmarked by the 20th day of each month in accordance with the requirements of the Trust Agreement. The applicable provisions of the existing Trust document are hereby adopted for the period covered by this Agreement or any renewal or extension thereof

Section 3. Retirement.

Subject to Article 20, Section 2, the County agrees to maintain a retirement plan equal to or better than the existing plan as it applies to regular full time non-union employees. Regular full time employees in the bargaining unit covered by this Agreement shall retire in accordance with the County's retirement policy. The County agrees to request from the pension fund administrator or trustees a pension fund statement each year and to mail said statement to each employee when received.

Section 4. State Unemployment Compensation.

The County agrees to insure employees in the bargaining unit under the State of Oregon Unemployment Compensation Act.

**ARTICLE 19
GENERAL PROVISIONS**

Section 1. Gender.

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

Section 2. Bulletin Boards.

The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its use to such boards to notices and bulletins concerning routine Union matters. Bulletin boards shall not be used for controversial or inflammatory subjects.

Section 3. Existing Conditions.

Only such existing work rules as are covered by a specific provision of this Agreement shall be affected by recognition of the Union and the execution of this Agreement.

Section 4. Future Rules.

The parties jointly recognize that the elected officials of the County are directly responsible to the citizens of the County and to the public for the performance of the functions and services performed by the County Road Division. Legislative functions incident to such responsibilities cannot be delegated. For this reason, it is jointly recognized that the County Commission acting by and through the County Director of Public Works, must and does 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 hereafter be reduced to writing shall be posted on the bulletin boards for a period of ten (10) consecutive workdays and shall be furnished to the Union.

Section 5. Tool Replacement.

The County agrees to replace with the same brand whenever possible "in kind" personal tools which are required in the line of duty and which the employee can show are broken in the line of duty. To qualify for replacement, broken tools must be delivered to the County.

Section 6. Laundering.

The County agrees to pay the laundering fees for two (2) pairs of employees coveralls per week or, at the County's option, supply clean coveralls twice per week on an exchange basis only during the time the employee is actually working as one of the following: Pug Mill (and helper), Patching Crew, Brush Chipper Crew, Temporary Tacking, Paint Striping Crew, Paver (Operator and Screed Person), Lube Person, Mechanics, Weed Control, Bridge Crew, Crack-sealing Crew, Broom Operator, and Chip Spreader operator and helper (Example: The Pug Mill operator is entitled to coveralls while operating the Pug Mill only. He/she is not entitled to coveralls if he is assigned to drive truck for the day).

Section 7. Overnight Stays.

The County recognizes in certain situations an employee may not desire to stay overnight away from his/her usual place of residence. The County shall fairly distribute the overnight stays according to established procedures. Any employee so assigned may request not to be assigned on an overnight stay. Upon good cause shown by the employee, or upon presentation of a qualified and willing replacement, the County will attempt to fill the vacant position considering skill, ability, seniority and the operating needs of the Division. Should the County be unable to fill the position, the County may then compel the first employee selected to accept the assignment. As applicable to this Section, a daily or partial day meal per diem, at rates determined by the Board of County Commissioners and as applicable to County employees in general, may be paid to employees provided that restaurant employee signed receipts are submitted in accordance with rules for such provision as determined by the Director of Public Works. When practicable as time allows and in accordance with County accounts payable and travel policies, employees may request a travel advance on forms provided by the County Finance Department. Settlement of all advances will be in accordance with the County Travel Policy.

Section 8. License Requirements.

Commercial Drivers License Requirement

Division V Employees - Class A with

1. Tank Endorsement
2. Double/Triples Endorsement
3. Air Brake Restriction

Division IV Employees - Class A with

1. Tank Endorsement
2. Double/Triples Endorsement
3. Air Brake Restriction

Division III Employees - Class B with

1. Tank Endorsement
2. Air Brake Restriction

Division I Employees - Class B with

1. Tank Endorsement
2. Air Brake Restriction

When notified, an employee without a CDL license or who lacks an endorsement for their division classification will be given six (6) months to gain such license or endorsement. If the license issue is not resolved in the time frame provided the employee will be moved down to a division for which they possess the appropriate license. Once the license issue is corrected the employee will go back to the higher division classification.

No employee shall be moved to a higher division for the sole reason they obtain a higher rated license than is required in their present division. Employees may be promoted to a higher division requiring a higher class license and additional endorsements. Employees must obtain these licenses and endorsements during the probationary period.

CDL License Fees:

County will pay any additional cost associated with obtaining the necessary CDL license, endorsements, and physical when renewal is due.

Effective July 1, 2011 the rates schedule are:

Pay for CDL renewal	\$75.00
Drive Test	\$70.00
Airbrake Certification	\$10.00
DOT Physical	\$80.00-\$100.00

The above costs are current costs and are provided for informational purposes only. The County will pay for the DOT physical; however, the medical provider will be designated by the County.

**ARTICLE 20
SAVINGS CLAUSE AND FUNDING**

Section 1. Savings Clause.

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof, directly specified in the decision; upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

Section 2. Funding.

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does 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 the passage of such budget requests pursuant to established budget procedures. This Section 2 and the County action thereunder shall not be subject to Article 7.

**ARTICLE 21
TERM AND TERMINATION**

Section 1. Term.

Unless otherwise specified, this Agreement shall be effective on, July 1, 2014 and shall remain in full force until midnight of June 30, 2017. It shall automatically be renewed from year to year thereafter unless either party shall notify the other not later than January 31 of the year of the expiration date that it wishes to modify this Agreement for any reason.

Section 2. Closure.

The County shall have no obligation to bargain with the Union with respect to any subject covered by the term 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 but is closed for the term hereof, except as otherwise provided herein.

EXHIBIT "A"
Effective July 1, 2014
1%

Division	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Div 1	\$15.76						
Div 2	\$17.12	\$17.81	\$18.52	\$19.27	\$20.03	\$20.83	\$21.65
Div 3	\$17.99	\$18.71	\$19.45	\$20.22	\$21.04	\$21.88	\$22.76
Div 4	\$18.89	\$19.63	\$20.43	\$21.25	\$22.10	\$22.98	\$23.91
Div 5	\$19.84	\$20.62	\$21.46	\$22.32	\$23.21	\$24.13	\$25.10

Note: See Exhibit "B" for a listing of Division Classifications based on Equipment.

EXHIBIT "B"
DIVISION CLASSIFICATION SCHEDULE

Division:	
Division 1 Utility Worker 1	Division 2 Utility Worker 2
<i>(Movement from Utility Worker 1 to Utility Worker 2 will occur upon the successful completion of 2 years of service from date of hire.)</i>	
Division 3 Weed Control 1 Sign Person 1* Bridge Person 1 Truck Driver 1 Chip Spreader Lever Person Sander Driver Spray Truck Driver Parts Person 1 Field Service Person Lube Person	Division 4 Truck Driver 2 Aerial Bucket Truck Driver Auger Truck Driver Flusher Truck Driver Sweeper Truck Driver Wing Plow Driver Wrecker Driver Light Equipment Operator Brooms Brush Chipper Crack-Sealing Machine Distributor Truck Forklift Legend Truck (2 Division 4 Operators) Mower Paint Nurse Truck w/Crane Roller, Patching 2-3 Ton Screed Operator Parts Person 2 Bridge Person 2 Weed Control 2 Asphalt Distributor Driver Sign Person 2 Tire Person
Division 5 Mechanic Heavy Equipment Operator Backhoe Chip Spreader Gradall Grader Loaders, Front End 2 ½ Yd-Over Paver, Asphalt Roller, Asphalt and Base 4 – 12 Ton Roller, Pneumatic Tractors, Track Type Sign Person 3 Paint Truck Driver and Striper Equipment Procurement Specialist	
<i>See Exhibit "A" for Salary Schedule</i>	
<i>* Movement from Sign Person 1 to Sign Person 2 will occur following the successful completion of two years of service from date as Sign Person 1.</i>	

EXHIBIT "C"
KLAMATH COUNTY
COUNSELING STATEMENT

Type of Action

- Record of Verbal Warning
- Written Reprimand
- Written Reprimand w/
Discipline Action
- Suspension and Discharge

DATE: _____ UNION REP (if applicable): _____

TO (employee name & position): _____

FROM (supervisor name & position): _____

I have made the following observations of the above employee's conduct: _____

I have informed this employee of the following standards that will be expected in the future: _____

These standards are important because of the following impact on the work environment: _____

I have advised this employee that if the above standards are not met, the following consequences will occur: _____

These matters will be reviewed within _____ days/or on _____ date.

Disciplinary action taken: _____

Comments: _____

(Only if employee refuses to sign)

Supervisor: _____
Signature Date

Witness: _____
Signature Date

EMPLOYEE STATEMENT

I have read and received a copy of the above statements. I do / do not wish to submit written comments of my own about this matter.

Comments: _____

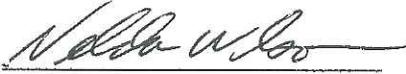
KCHR#34 (REV 01/11)

Employee Signature

Date

SIGNATURE PAGE

FOR THE UNION:



Nelda Wilson, I.U.O.E. local 701
Business Manager &
Financial Secretary



Ricky Iboa, I.U.O.E. Local 701
Business Agent

FOR THE COUNTY:

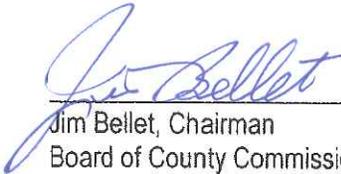


Stan Strickland, Director of Public Works



Daneen Dail, Director of Human Resources

APPROVED:



Jim Bellet, Chairman
Board of County Commissioners



Tom Mallams, Commissioner
Board of County Commissioners



Dennis Linthicum, Commissioner
Board of County Commissioners

UNION RATIFICATION DATE:

05 / 27 / 2014

BOARD RATIFICATION DATE:

6 / 3 / 2014