COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COLUMBIA COUNTY, OREGON,

THE

ROAD and FORESTS, PARKS & RECREATION EMPLOYEES, LOCAL 697,

AND THE

AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES,

COUNCIL 75

JULY 1, 2015, THROUGH JUNE 30, 2020

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COLUMBIA COUNTY, OREGON,

THE

ROAD and FORESTS, PARKS & RECREATION EMPLOYEES,

LOCAL 697,

AND THE

AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES,

COUNCIL 75

JULY 1, 2015 THROUGH JUNE 30, 2020

PREAMBLE

This Agreement entered into by COLUMBIA COUNTY, OREGON, hereinafter referred to as the "County", the ROAD and FORESTS, PARKS & RECREATION DEPARTMENT EMPLOYEES, LOCAL 697, and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 75, hereinafter collectively referred to as the "Union", has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 - DEFINITIONS

Anniversary date - original: Original anniversary date is the first day of the month in which the employee is hired into a particular position, if hired between the 1st and the 15th day of the month inclusive, or the first day of the next month if the employee is hired on the 16th day or later in a month. This is the date utilized for salary step increases, unless specified otherwise under "Anniversary Date - Promotional", vacation accrual adjustments, and sick leave accrual. This date shall be adjusted to subtract any periods of unpaid leave of a full day or more.

Anniversary date - promotional: Promotional anniversary date is the first day of the month in which the employee is promoted to a position in a higher salary range if promoted between the 1st and 15th day of the month inclusive, or the first day of the next month if the employee is promoted on the 16th day or later in a month. This is the date utilized for salary step increases for the promoted position. This day shall be adjusted to subtract any periods of unpaid leave of a full day or more.

Bargaining unit employee: An employee who is a member of this bargaining unit as provided by Section 2.1 of this Agreement.

Break in service: A termination of employment as a result of layoff in excess of twenty-four (24) months, or as a result of resignation, retirement or dismissal. Periods of authorized leave without pay or layoff of twenty-four (24) months or less shall not be considered a break in service, but shall not be considered when calculating length of service for step increases or eligibility for leave accruals, except as provided for in Article 11.

Business day: Monday through Friday, excluding holidays.

Confidential employee: A confidential employee as defined in ORS 243.650(6).

County: For the purposes of this Agreement, references to action by or directed to the County shall be deemed to refer to the Human Resources Director, as representative of the Board of County Commissioners on personnel matters.

Date of hire: The date an employee first performs paid service for Columbia County as a probationary or regular employee.

Dismissal: The termination of an employee from County employment as a result of disciplinary action.

Employee: As used in this Agreement, unless the context expressly provides otherwise, the term "employee" shall mean a "bargaining unit employee" as defined above.

Full-time employee: An employee whose regular work schedule is the full normal work week, as defined in Section 16.1.

Layoff: A separation from County employment for reasons not reflecting discredit on an employee and for reasons outside of the employee's control.

Leave of Absence: An authorized leave in a non-paid status.

Part-time employee: An employee whose regular work schedule is at least fifty percent (50%) of the full normal work week but less than full-time.

Probationary period:

Initial - A twelve (12) month period after initial hire as a bargaining unit employee wherein the employee is not subject to the provisions of Article 12 herein.

Promotional - A six (6) month period after appointment to a promotional position during which the employee may be returned to the employee's former position or returned to layoff status with no loss of seniority.

Promotional positions: A position specifically designed as promotional in Appendix B.

Regular employee: An employee who has successfully passed the initial probationary period.

Resignation: An employee's voluntary termination of employment with the County.

Retirement: A resignation with the intent to receive retirement benefits.

Seniority: Seniority shall be based on an employee's total length of employment by Columbia County in this bargaining unit position unless there is a break in service. This date applies to bargaining unit seniority only.

Supervisory employee: A supervisory employee as defined in ORS 243.650(23).

Suspension: The temporary separation, other than administrative leave or a leave of absence, of an employee from County employment in connection with a disciplinary action.

Temporary employee: An employee who is hired to fill a position during the leave of absence of a regular employee, or to fill a position of limited term for a period not to exceed 1040 hours in a calendar year. Time spent as a temporary employee does not count towards any benefits accruals, including seniority, leave accruals, salary and step increases, should the temporary employee be subsequently appointed to a regular position and represented by this bargaining unit.

ARTICLE 2 - BARGAINING UNIT AND RECOGNITION

2.1 The Bargaining Unit.

This bargaining unit shall consist of all full-time employees and part-time employees of the Road Department and Forests, Parks & Recreation Department of Columbia County excluding:

a. Temporary employees and those employees whose regular work schedule is less than 50 percent (50%) of the normal work week;

b. Confidential employees, supervisory employees, and elected officials; and

c. Any employee working for the County who would otherwise meet the definition of 'managerial employee' as defined in ORS 243.650(16).

Newly created positions shall be in this bargaining unit unless the County designates them as exempt. In that event, the Union may pursue all rights which it has before the Employment Relations Board.

Should the County believe that any temporary position will exceed the stated time limits, then the Union shall be notified in writing and requested to grant an extension.

2.2 Recognition.

The County recognizes the Union as the exclusive, collective bargaining representative for all employees in this bargaining unit for the purpose of negotiations with respect to wages, hours and related terms and conditions of employment for such employees.

ARTICLE 3 - UNION RIGHTS

3.1 Union Membership/Fair-Share Agreement.

Membership or nonmembership in the Union shall be the individual choice of an employee. However, a majority of the employees in this bargaining unit have voted affirmatively on the issue of fair share. Therefore, any employee who chooses not to join the Union, and who has been employed in this bargaining unit for a period of thirty (30) days, shall make monthly payments in lieu of dues to the Union. Such payments shall not exceed the periodic dues uniformly required of members. Any employee who, because of bona fide religious tenets or teachings of a church or religious body of which such employee is a member, refuses to make payments to the Union shall make equivalent periodic payments in lieu of dues to a nonreligious, charitable organization mutually agreed upon by the employee and the Union.

3.2 Checkoff.

Pursuant to Section 3.1, the County agrees to deduct Union membership dues and payments in lieu of dues once each month from employee paychecks.

The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union, by the tenth day of the succeeding month after such deductions are made.

The itemized statement shall include each employee's name, mailing address, social security number, fair share identification, classification, amount deducted, identification of new and terminated employees (hired and termination date) with a copy to the Local president.

Employee authorization payments shall be made on a form provided by the Union. The County, however, will deduct the appropriate dues from an employee's paycheck following the first thirty (30) calendar days of service, whether or not the appropriate deduction form has been received.

The Union agrees to indemnify and hold harmless the County for any loss or damage arising from the operation of this section. It is also agreed that neither any employee nor the Union shall have any claim against the County for any deductions made or not made unless a claim of error is made in writing to the County within ninety (90) calendar days after the date such deductions were or should have been made.

3.3 Rights of the Parties.

The Union and County agree not to act in an arbitrary, capricious or unfair manner in the application and interpretation of the terms of this Agreement. Both parties agree to bargain collectively in good faith.

ARTICLE 4 - HOLIDAYS

4.1 Recognized Holidays.

The following days shall be recognized as holidays:

- New Year's Day - January 1
- Martin Luther King, Jr.'s Birthday - Third Monday in January
- President's Day, - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Veterans' Day - November 11
- Thanksgiving Day - Fourth Thursday in November
- Day after Thanksgiving
- ½ Day before the Christmas holiday.
- Christmas Day - December 25
- Two (2) Floating Holidays
- Any other day which the Board of Commissioners declares a holiday will be recognized as such.

4.2 Observed Holidays.

When a recognized holiday falls on a regularly scheduled work day of an employee, the recognized holiday shall be the observed holiday. When a recognized holiday does not fall on a regularly scheduled work day, either the immediately preceding work day or immediately succeeding work day shall be the observed holiday, whichever is closer. For example, for those employees working Monday through Friday on a regular work week schedule as defined by Section 16.2A of this Agreement, when a recognized holiday falls on a Saturday, the observed holiday shall be the preceding Friday. When the recognized holiday falls on a Sunday, the observed holiday shall be the succeeding Monday.

For those employees working Monday through Thursday on a modified regular or optional work week schedules as defined by Sections 16.2B or 16.3 of this Agreement, when a recognized holiday falls on a Friday or Saturday, the observed holiday shall be the preceding Thursday. When the recognized holiday falls on a Sunday, the recognized holiday shall be the succeeding Monday.

For those employees working Tuesday through Friday on a modified regular or optional work week schedules, when a recognized holiday falls on a Saturday, the observed holiday shall be the preceding Friday. When the recognized holiday falls on a Sunday or Monday, the observed holiday shall be the succeeding Tuesday.

4.3 Floating Holidays.

Two (2) floating holidays shall be credited to those employees on the payroll on July 1 of each fiscal year. One (1) floating holiday shall be credited to those employees hired on the payroll after July 1, and on or before January 1, of each fiscal year. No floating holidays shall be credited for any employee hired on the payroll on or after January 1 and on or before June 30 of any fiscal year for the fiscal year in which the employee was hired. Each floating holiday shall consist of holiday leave equal to twenty percent

(20%) o f the employee's normal work week or the number of hours in a work day scheduled under Section 16.2.B and holiday pay equal to twenty percent (20%) of the employee's normal weekly pay or the number of hours in a work day scheduled under Section 16.2.B. Floating holidays shall be prorated for part-time employees. Floating holidays must be used by June 30 of each fiscal year or they will be lost. Such time off will be available at the discretion of the employee, with the consent of the supervisor in charge. The supervisor will recognize seniority in any conflicts of scheduling. Sections 4.4 and 4.5 do not apply to floating holidays.

4.4 Holiday Leave.

Each full-time employee shall be entitled to take holiday leave on each observed holiday equal to twenty percent (20%) of the employee's full normal work week or the number of hours in a work day scheduled under Section 16.2B, whichever is greater. Holiday leave shall be prorated for all part-time employees covered by this Agreement.

4.5 Holiday Pay.

Employees who work the last scheduled work day before and the first scheduled work day after the observed holiday shall be entitled to holiday pay for the observed holiday. Work days when an employee is on authorized paid leave shall be considered days worked for the purpose of this Section.

Holiday pay shall mean twenty percent (20%) of an employee's normal weekly pay, or the daily pay the employee would earn under Section 16.2 B, whichever is greater. Holiday pay shall be prorated for all part-time employees covered by this Agreement.

4.6 Holiday During Leave.

Should an employee be on authorized sick leave or vacation when a holiday occurs, the holiday shall not be charged against such leave or vacation.

Employees drawing workers' compensation benefits shall receive a supplement from the County for the holiday in an amount equal to the difference between twenty percent (20%) of the employee's normal weekly pay and that received for one (1) day in workers' compensation benefits. Such supplement shall not be charged against an employee's accrued sick leave or vacation leave.

4.7 Holiday Work.

If an employee is required to work on a recognized holiday, the employee shall be paid, in addition to holiday pay, time and one-half pay for all hours worked. Pay on Christmas Day, New Year's Day, Thanksgiving Day, Independence Day and Labor Day shall be at the rate of double time. Premium pay shall be earned only for hours actually worked, subject to minimum call-in time, whichever is greater, on the recognized holiday and under no circumstance will the County pay time and one-half pay for both the recognized holiday and the observed holiday under this Section.

ARTICLE 5 - VACATION LEAVE

5.1 Accrual.

Full-time employees who are on a regular work week of forty (40) hours of compensated time shall accrue vacation leave at the following rates. Vacation leave shall be prorated for all part-time employees covered by this Agreement. Vacation leave shall be accrued at the end of the month in which it is earned.

Completed years of Service	Accrual
0 through 5 yrs	8.0 hrs/mo-12 days/yr
5+ through 10 yrs	10.0 hrs/mo-15 days/yr
10+ thru 15 yrs	12.667 hrs/mo-19 days/yr
15+ thru 20 yrs	14.0 hrs/mo-21 days/yr
20+ yrs	16.0 hrs/mo-24 days/yr

No vacation leave shall accrue for any month during which the employee is on leave without pay or layoff status for more than one-half of the employee's standard working hours for that month. The monthly vacation leave accrual shall be prorated for employees who work more than one-half but less than the full amount of the employee's standard working hours for that month.

5.2 Maximum Accrual and Payment

No employee shall accumulate more than a maximum of 400 hours of vacation leave. Employees may maintain a balance of more than 400 hours until the 1st of July 2016. At that point, vacation leave will not accrue beyond 400 hours.

Employees who, because they are over the maximum accrual, would lose accrual in any month may request a 90 day time period in which to bring the balance below 400 hours. Employees may make such a request no more than once each calendar year.

Once every 2 years, an employee may cash out up to 40 hours of accrued vacation leave provided the employee has an accrued balance of at least 250 hours and provided budgeted funds are available.

Completed years of service shall include all periods of employment by Columbia County unless there is a break in service or leave of absence without pay.

For purposes of accrual, the original anniversary date shall be utilized.

5.3 Utilization.

An employee may not utilize accrued vacation leave during the employee's first six (6) months of service, unless authorized by the Human Resources Director. Thereafter, employees shall be permitted to choose either split or entire vacation periods and shall take not less than five (5) working days annually. Whenever practicable, and consistent with the needs of the County and the availability of vacation relief, employees shall have the right to select vacation times. It shall be the responsibility of supervisors annually to establish lists showing the vacation periods chosen by individual employees.

Seniority shall prevail in the event of conflict between employees over the choice of vacation dates.

5.4 Dismissal or Death.

In the event of the dismissal of an employee for any reason, or of the employee's death, all accumulated vacation leave shall be converted to vacation pay and paid to the employee, or to the employee's estate. An employee who resigns or who is dismissed prior to the completion of six (6) months of service from the date of hire shall not be eligible for accumulated vacation pay.

ARTICLE 6 - SICK LEAVE AND BEREAVEMENT LEAVE

6.1 Accrual.

Full-time employees who are on a regular work week of forty (40) hours of compensated time shall accrue sick leave at the rate of eight (8) hours for each month worked. Sick leave shall be prorated for all part-time employees covered by this Agreement. Sick leave shall be accrued at the end of each month in which it is earned.

No sick leave shall accrue for new hires or for employees who have separated employment for any month in which they work less than one-half of the employee's standard working hours for that month. The monthly sick leave accrual shall be prorated for those employees who work less than the full amount of the employees' standard working hours for that month. An employee on layoff status who is re-employed within two (2) years shall be credited with the employee's accrued sick leave balance at the time of layoff minus any amounts paid to the employee pursuant to Section 6.8 below.

6.2 Maximum Accrual and Payment.

An employee may accumulate up to 2,080 hours of sick leave for use or for retirement credit purposes, if such credit is available. No other compensation for accrued sick leave shall be provided to an employee except as provided for in Section 6.8 or 6.9 below.

6.3 Scope.

Sick leave shall encompass absence from work by reason of illness, injury, disability or incapacity, or because of any condition requiring the care and attendance of State licensed physicians (or practitioners), nurses, dentists, or any licensed member engaged in the healing arts, or confinement in a hospital or convalescent institution or for other reasons as provided by federal or state law. Whenever practical, employees shall schedule routine, non-emergency doctor or dentist appointments outside of their normal working hours.

6.4 Utilization.

If an employee will be utilizing sick leave, the employee shall notify the supervisor or department head of absence due to illness or injury, and the nature and expected length thereof, as soon as possible, and in no event later than the start of their first regular work shift, unless unable to do so because of serious injury or illness.

Sick leave may be utilized for illness or injury in the employee's immediate family provided the employee's presence is required. A notice from the physician may be required by the supervisor. Immediate family is defined as an employee's spouse, parents, step-parents, children, step children, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunt, uncle, niece or nephew, whether or not residing with the employee; and other close relatives or persons who regularly reside in the employee's household.

A physician's statement of the nature 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 supervisor or department head for absences of over three (3) days. In cases where the County has documented evidence of sick leave

abuse, the employee may be required to get a doctor's statement for absences of one (1) day. Abuse of sick leave may lead to disciplinary action up to and including dismissal.

6.5 Transfer of Sick Leave.

An employee having accumulated sick leave and/or vacation leave may transfer up to eighty (80) hours per fiscal year of the employee's accumulated sick leave and/or vacation leave to any other employee, whether in or out of this bargaining unit, who is suffering from an injury, disability, or illness preventing the employee from returning to work and who has exhausted all their accumulated sick leave, accrued vacation leave, and other leave with pay to which the employee may be entitled. Sick leave and/or vacation leave contributions may be made only in units of whole days and used for sick leave purposes only.

Employees receiving transfers for sick leave shall be considered on paid status for the purpose of all benefits and rights under this Agreement.

No employee in an initial probationary period may receive a transfer of sick leave of more than a total of five days during the first six months after hire and no more than a total of ten days during the first 12 months after hire. No regular employee receiving a transfer of sick leave under this Section shall be eligible to receive more than two hundred and forty (240) hours in any one fiscal year.

6.6 Bereavement Leave.

In addition to regular sick leave, an employee shall be granted up to five (5) days of bereavement leave, with regular salary, as may be necessary as a period of mourning, to make household adjustments, arrange for funeral services, or to attend funeral services in the event of death in the immediate family of the employee. Immediate family is defined as the spouse, son, daughter, grandparents, grandchildren, mother, father, brother or sister of the employee or the employee's spouse or the aunt, uncle, niece, nephew, stepparent or stepchild of the employee or any relative regularly residing in the employee's home. Employees are expected to use only the amount of leave necessary.

If additional time off is needed for the above reasons, an employee may request to take up to ten (10) additional days, upon approval of the department head, drawing from accumulated sick leave, if available. If not, the employee shall utilize accrued vacation, comp or floating holiday leave. If no paid leave is available, the employee shall go on leave without pay.

6.7 Illness During Leave.

Should an employee become ill while on vacation leave, such period of illness may be charged against accrued sick leave, if verified by a doctor.

6.8 Layoff or Death.

In the event of an employee's layoff or death after five (5) consecutive years of County service, the employee or the employee's estate shall be paid for fifty percent (50%) of accrued sick leave up to a maximum of five hundred twenty (520) hours. Said payment shall be calculated using the employee's last hourly rate of pay.

6.9 Retirement.

In the event of an employee's retirement after five (5) consecutive years of County service, the employee shall be paid up to fifty percent (50%) of accrued sick leave up to a maximum of five hundred twenty (520) hours at the employee's election. Said payment shall be calculated using the employee's last hourly rate of pay. In addition, fifty percent (50%) of the employee's accrued, unpaid sick leave shall be reported to the Public Employees Retirement System, if allowed by law.

ARTICLE 7 - OTHER LEAVES

7.1 Leave of Absence.

Leaves of absence without pay or accrual of other benefits for a limited period, not to exceed six (6) months, may be granted upon written request for any reasonable purpose where, in the judgment of the department head and upon approval of the Human Resources Director, the work of the department will not be seriously handicapped by the temporary absence of the employee requesting such leave. A leave of absence without pay will not be granted until all of the employee's accrued vacation leave, and other leave with pay (except sick leave), has been exhausted.

At the discretion of the department head and upon approval of the Human Resources Director, upon written request by the affected employee, such leave may be renewed or extended up to an additional six (6) months.

No leave will be granted to an employee to accept employment in any other capacity, except military duty, unless approved by the department head and the Human Resources Director.

7.2 Jury Duty.

Employees shall be granted leave with regular pay any time they miss their regularly scheduled shift because they are required to report for jury duty or jury service. Absence of an employee duly required to attend a proceeding and testify as a witness, under subpoena, shall be allowed without loss of compensation, provided the employee is not a party to the litigation, with the exception of County employment related litigation.

If the employee receives jury duty pay or witness pay (excluding mileage reimbursement) from any source, then that money shall be given to Columbia County.

Employees who are excused from jury service before the end of their normal shifts shall immediately report their availability for assignment to their supervisors.

Employees whose jury service is away from the Columbia County Courthouse shall report their availability to their supervisors when excused if two (2) or more hours of their shift remains.

7.3 Voting Time.

If vote by mail is abolished, employees shall be granted leave with pay of not more than two (2) hours on any election day for the purpose of voting if, due to work schedules, they are unable to vote outside of working hours.

7.4 Union Business.

Employees elected to any Union office or selected by the Union to do work or to participate in any other Union activity which takes them from their employment with the County may, at the written request of the Union, be granted a leave of absence without pay or accrual of benefits.

A leave of absence for such activities shall not exceed one (1) month, but may be renewed or

extended for a period not to exceed a total of three (3) months. An employee returning from a leave under this Section shall be reinstated to the employee's former position.

7.5 Education Leave.

A. Extended Leave. After completing one (1) year of service, an employee, upon written request, may be granted a leave of absence without pay for education purposes. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended at the request of the employee and approved by the department head and the Human Resources Director. A request in writing for educational leave shall be made not less than thirty (30) days prior to the date of the leave.

Employees shall exhaust all accrued leave, except sick leave, prior to being granted an unpaid leave of absence for educational purposes.

One (1) year leaves of absence, with any requested extensions, for educational purposes, shall not be provided more than once in any three (3) year period.

B. Optional Education. Employees may also be granted leaves with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability related to the employee's employment with the County, with the approval of the employee's department head.

C. Required Education. Whenever the County requires an employee to attend a school, seminar or workshop to improve work skills, the County will pay the full cost of the employee's wages and benefits and shall pay all expenses directly related to attendance at such training. The County reserves the right to deny payment for any expense request submitted which it deems unnecessary or excessive.

7.6 Parental/Family Leave.

To the extent provided by federal and state law, employees may use up to twelve (12) weeks of accrued sick leave, vacation leave, compensatory time or leave without pay for parental/family leave. Leave beyond twelve (12) weeks must be approved by the Human Resources Director unless such time meets the definition of Section 6.4.

7.7 Military Leave With Pay.

The County shall grant military leave with pay to the extent required by state and federal law.

7.8 Military Leave Without Pay.

The County shall grant military leave without pay to the extent required by state and federal law.

7.9 Administrative Leave.

Administrative leave is defined as a directed leave with pay from regularly scheduled employment. Administrative leave is not considered a form of discipline. Administrative leave must

be approved by the department head and the Human Resources Director.

Employees placed on administrative leave shall continue to receive their pay and accrue benefits during their administrative time off from regularly scheduled employment. The employee may be required to be available for investigations and interviews.

7.10 General.

Time spent on authorized leaves of absence shall not be considered a break in the employee's service to the County.

Periods of authorized leave with pay shall be counted as service for the purpose of all benefits provided under this Agreement.

Time spent on leaves of absence without pay shall not be counted for holidays, vacation and sick leave accrual, severance pay, health and welfare, wages, step increases, or seniority, except as provided for in Article 1, 'Break In Service' definition.

ARTICLE 8 - SEVERANCE PAY

Any employee who has completed one (1) full year of service with the County, and who shall be laid off as a result of causes other than dismissal, retirement, or resignation, shall receive two (2) full weeks pay. Such severance pay shall be in addition to any other accrued pay to which the employee is entitled.

However, should the employee be offered and refuse transfer to a position within this bargaining unit within the same classification, reclassification within the same pay scale, or retraining for a class within the same pay scale or higher, the employee's refusal shall be considered as a resignation, if the employee was able to perform the essential duties of the job.

ARTICLE 9 - HEALTH/WELFARE/RETIREMENT BENEFITS

The Union and the County support the creation and function of the Health Care Benefits Committee and pledge to give strong consideration to any recommendation the Committee might make and to further allow the specific issue of health care benefits provided to County employees to be addressed by this Committee. The terms of the Letter of Agreement dated May 30, 2001 wherein the Health Care Benefits Committee was jointly formed are incorporated herein by reference.

When the parties open this Agreement for negotiation under the terms of Article 19, both parties agree to refrain from presenting a specific proposal changing the existing terms of Section 9.1 and 9.2 of the Agreement during bargaining. However, both parties reserve their rights to make proposals of any type during the bargaining process, or later, depending on when the Committee is ready to make its recommendations, and the County and the Union agree to re-open Sections 9.1 and 9.2 and bargain in good faith on such proposals, once the recommendations are made.

The parties agree to the continuation of the Health Care Benefits Committee.

9.1 Medical/Dental/Vision Benefits.

The County will provide insurance coverages subject to the terms of the Letter of Agreement (LOA) approved June 2013, attached as Exhibit C to this Agreement. After the expiration of the 2013 LOA, the County will provide insurance coverage as negotiated based on a recommendation from the Health Benefits Committee. The County will pay the premium for said coverages for each eligible employee and eligible dependents as outlined in the LOA. Payment of insurance premiums by the County shall be pro-rated for part-time employees and eligible dependents. The insurance coverages cited may change per recommendation from the Health Care Benefits Committee and approval by the parties.

If the insurance coverage provided by the carrier under any particular plan or under any particular plan then in effect is substantially changed or discontinued by the carrier during the term of this Agreement, the Health Benefits Committee will develop a recommendation for the Union and the County regarding what coverage would be offered to affected employees.

9.2 Life Insurance.

The County shall provide group life insurance in the amount of $50,000 for each employee eligible plus coverage for accidental death or dismemberment including dependent life insurance under AOC Option II ($2000). Employees may purchase additional coverage through the plan offered by the County. The additional premium shall be deducted from the employee's monthly paycheck.

9.3 Workers' Compensation.

A. Insured Personnel. All employees will be insured under the provisions of the Oregon State Workers' Compensation Act.

B. Supplemental Payment. The County shall supplement the amount received by an employee from the Oregon Workers' Compensation Board for injuries received while in the course of

employment with the County. The day of injury shall be considered a work day, and the employee shall receive the employee's normal salary for that day.

Supplemental payments shall be made by the County in an amount equal to the difference between moneys received from the Workers' Compensation Board and the employee's regular gross take-home pay for up to ten (10) working days. Thereafter, at the employee's option, the supplemental payments may continue and shall be debited against the employee's accrued sick leave, vacation, compensatory time and/or transferred sick leave (if applicable) at the rate of one-quarter (1/4) day for each day of payment. Any time loss related to a workers' compensation injury or illness must be authorized by a written statement from a medical provider.

9.4 Unemployment Insurance.

The County agrees to make unemployment insurance payments as required by state and federal law.

9.5 Continuation of Benefits.

The County shall continue to pay the insurance premiums for the plans under Sections 9.1 and 9.2 for three (3) months for employees on a verified and approved leave of absence because of illness or injury.

The County shall continue to pay the insurance premiums for the plans under Sections 9.1 and 9.2 for employees on a verified and approved leave of absence because of an on-the-job illness or injury until such time as the employee has been declared medically stationary and the worker's compensation insurance carrier has issued a Determination of Closure. The parties agree to work cooperatively to resolve any and all concerns regarding closure of such claims.

This continuation period shall begin when the employee is no longer utilizing accrued sick leave, vacation time, compensatory time or transferred sick leave.

An employee may thereafter continue the benefits under Sections 9.1 and 9.2 for the maximum period permitted by the insurance carrier by paying the required premiums to the County on or before the 20th day of the preceding month.

Employees who have exhausted their vacation, accrued sick leave, compensatory time and transferred sick leave shall be considered on unpaid leave of absence until there is a change in their status or a doctor certifies that they are unable to perform the essential duties of their job.

9.6 Loss of Continuation of Benefits.

Any employee who is absent from work other than for illness or injury shall not be entitled to the benefits described in Section 9.5.

Any employee absent from work other than for illness or injury shall be able to pay for health insurance premiums through the County as provided by COBRA/HIPPA or other applicable law. Such payment shall be submitted to the County no later than the 20th day of the preceding month.

9.7 Public Employees Retirement System (PERS).

The County will pay the employee's contributions to PERS, if allowed by law, in accordance with the rules and regulations of the Public Employees Retirement Board.

If the County is again prevented by legislation or court ruling from paying the PERS "employee pickup", the County shall, if allowed by law, add the current "employee pickup" amount, minus any expenses to the County caused by this addition, e.g., unemployment insurance compensation, workers' compensation insurance or other payroll taxes, to the base salary of each employee who is required to pickup the employee PERS contribution. This addition to each employee's base salary shall be at no additional expense to the County.

ARTICLE 10 - WAGES

10.1 Wages and Classification Schedule.

The monthly and hourly wages and classifications for employees covered by this Agreement are set forth in Appendix A, which is attached hereto and incorporated in this Agreement.

Effective July 1, 2015, employees shall receive a cost of living adjustment of 2.3% which is the Portland CPI-U for the 12 month period of 2014, as reflected in Appendix A.

Effective July 1, 2016, the monthly wages listed in Appendix A shall be increased by the amount of the increase in the Portland CPI-U for the 12 month period of 2015, with a minimum increase of 1% and a maximum increase of 4%.

Effective July 1, 2017, the monthly wages listed in Appendix A shall be increased by the amount of the increase in the Portland CPI-U for the 12 month period of 2016, with a minimum increase of 1% and a maximum increase of 4%.

Effective July 1, 2018, the monthly wages listed in Appendix A shall be increased by the amount of the increase in the Portland CPI-U for the 12 month period of 2017, with a minimum increase of 1% and a maximum increase of 4%.

Effective July 1, 2019, the monthly wages listed in Appendix A shall be increased by the amount of the increase in the Portland CPI-U for the 12 month period of 2018, with a minimum increase of 1% and a maximum increase of 4%.

Each employee on the payroll as of July 1, 2015 will receive an additional $100 with the July 2015 paycheck.

10.2 Temporary Assignments.

Whenever an employee performs assigned work above the required skill level for the employee's classification for one (1) hour or more, the employee shall be paid at the applicable hourly rate for the classification within which the work would normally be performed.

An employee's pay rate shall not be decreased when temporarily assigned work in a classification with a lower rate of pay.

10.3 Pay Periods.

Employees will be paid monthly. The County may, upon 30 days notice to the Union, implement a twice monthly or bi-weekly pay cycle. As long as employees are paid monthly, an employee may request a mid-month draw for a minimum of fifty dollars ($50) and a maximum of up to forty-five percent (45%) of the employee's gross monthly pay. Any payment for overtime work shall be included in the monthly pay, not in the mid-month draw. Pay day for each month shall be designated as the last business day of the month, with the mid-month draw on the fifteenth (15th) day of the month. If the fifteenth (15th) falls on a Saturday, Sunday or holiday, the mid-month draw check shall be ready

for the employee on the preceding business day. Any errors in an employee's pay shall be corrected on the next monthly pay check provided five (5) working days prior notice is given to the County. The County's obligation to retroactively pay an employee for a payroll error is limited to six (6) months after the date the employee should have reasonably known of the error. Similarly, the County shall not retroactively deduct pay based on a payroll error after six (6) months after the County should have reasonably known of the error.

10.4 Call-In Time.

A call-in is defined as a County initiated return to duty of an employee which begins after release from a regular shift and before the start of the employee's next shift. Excluded shall be (1) anticipated events such as scheduled staff meetings, or training sessions; (2) extensions to an employee's regular shift either before the start or after the end of the shift; and (3) adjustments made to the work week schedule pursuant to Section 16.3.

To the extent consistent with the operational needs of the department, call-in work offered to bargaining unit employees shall be offered by seniority within the district, subject to the following conditions: The Union will provide a sign up sheet each January 15 and July 15, which employees may sign to indicate they are willing and available to respond to call-ins. The supervisor will call in employees on that sheet in order of seniority. Any employee who is otherwise fit for duty and who is contacted and declines to respond to three call-ins consecutively or six call-ins within a six month time period shall be moved to the bottom of the call sheet, regardless of that employee's seniority. This seniority requirement will not apply to those emergencies where time of response is critical. In those cases, a less senior employee who is able to respond more quickly may be called.

Any employee called in to work as defined above shall be credited with overtime for each hour or part of an hour worked outside the employee's regular shift at the rate of time and one-half for all hours worked including required travel time from the employee's assigned work site. However, the employee shall be credited with a minimum of three (3) hours of overtime in addition to any other compensation the employee may be entitled to under this Agreement including full payment for all hours worked during the employee's regular shift. An employee working three (3) hours or less on a call in shall receive the minimum three (3) hours in overtime pay for all work performed during the call in work period. An employee working more than three (3) hours shall receive the actual number of hours worked as overtime pay.

10.5 Reporting Time.

Employees who are scheduled to report to work and who presents themselves for work as scheduled, but where work is not available for them, shall be excused from duty and paid their regular rate for a day's work. If a disaster prevents the County from supplying work for more than one (1) week, employees shall use paid accrued leave or enter unpaid leave status after the end of that first week.

10.6 Overtime.

Employees shall be paid for overtime at the rate of time and one-half for all hours worked under the following conditions:

a. All work performed in excess of the employee's regularly scheduled workday.

b. All work performed in excess of the employee's regularly scheduled work week.

c. All work performed on Saturday or Sunday, or the sixth or seventh day of the employee's work week. (Fifth, sixth and seventh day for those on a four-day (4) work week.)

Notwithstanding paragraphs (a) through (c) above, upon mutual agreement of the employee and the department head, an employee may be allowed to work before or after the regularly scheduled work shift without earning overtime, provided the employee does not exceed the hours in the regularly scheduled work week.

Where reasonably practical, employees shall be notified no less than 72 hours before they are to work overtime. Such notice may be canceled or changed.

Upon request, employees shall receive compensatory time off, at the overtime rate for hours worked, in lieu of paid overtime provided the maximum accrual limit of compensatory time is not exceeded.

No employee shall accumulate more than a maximum of eighty (80) hours accrued compensatory time. Compensatory time in excess of the maximum shall be paid to an employee unless funds are not available, at which time arrangements shall be made for time off with the employee to bring the employee into compliance with the maximum accrual limit.

10.7 Distribution of Overtime.

To the extent consistent with the operational needs of the Road Department and Forests, Parks & Recreation Department, overtime work before or after a regular shift shall be offered to the project crew doing the work. If the County only requires part of the project crew, then overtime will be offered by seniority first, provided those employees are qualified to perform the work.

Scheduled overtime on non-regular work days shall be offered by seniority within district first, provided those employees are qualified to perform the work.

Overtime work shall be scheduled by the department head or supervisor as deemed necessary to complete scheduled work projects and to meet emergency needs. Overtime work shall be voluntary, so long as a sufficient number of employees volunteer. If a sufficient number of qualified employees does not volunteer, any or all employees may be required to work the overtime or the County may hire temporary employees as needed.

A record of overtime hours worked by each employee within the department shall be readily available to the Union.

This section does not apply to call in time discussed in Section 10.4 above.

10.8 Mileage Pay and Meal Pay.

Any employee who uses the employee's personal vehicle in the performance of the employee's duties as an employee of Columbia County, with the approval of the department head, shall be paid at the cent per mile rate established by the Internal Revenue Service for tax purposes.

An employee who is required to purchase a meal while on County business shall be reimbursed at the current IRS per diem rate by locality.

The following criteria shall determine whether an employee is entitled to reimbursement for mileage or meals under this section:

a. An employee shall not receive mileage pay for commuting to or from the employee's normal work place.

b. An employee shall not receive mileage pay for commuting to or from a work place that is not the employee's normal work place if the actual mileage is less than the mileage to or from the employee's normal work place.

c. When the mileage to or from a work place is greater than the mileage to or from the normal work place, the mileage to or from the normal work place shall be deducted from the mileage to the new work place before determining the amount to be reimbursed.

d. An employee shall not be reimbursed for the cost of meals purchased in the normal course of employment.

e. An employee shall be reimbursed for meals when:

(1) the meal is purchased during an activity which is outside the normal course of employment; and

(2) is directly related to County activities; and

(3) the employee's attendance at such activity is directed or requested by the employee's department head or the reimbursement is authorized in advance by the department head.

10.9 Travel Pay.

An employee required to report for work at a job site other than the employee's regular work place and who uses the employee's personal vehicle for travel to the job site shall be paid at the rate set forth in Section 10.8 per mile both ways for any extra miles required because of the location of the job site.

10.10 Salary Increases.

Employees shall normally be hired at Step 1 of the appropriate salary range.

After completion of twelve (12) months of service, employees who have performed in a satisfactory manner shall be advanced to the next higher step of their salary ranges until they have

reached step 9.

10.11 Establishment of New Positions.

The County agrees to give written notice to the President of the Union of the establishment of any new positions in this bargaining unit, the job classification for that position and the proposed pay rate for that position. If the Union does not agree that the pay rate set for the classification is proper, the Union may request negotiations on that issue. A request by the Union for negotiations must be made within fifteen (15) working days following receipt of such notification from the County.

10.12 Incentive Pay.

Regular employees who have received certification for completion of the Oregon Roads Scholar Program sponsored by the Oregon Technology Transfer Center shall receive $500.

Up to four regular employees who receive an Herbicide Applicator's License from the Oregon Department of Agriculture shall receive $500. An additional $500 shall be paid each time the License is renewed for that employee.

Such payment shall be made to the employee within 30 days of receipt by the County of the appropriate written certification of class completion or valid license.

The County shall not pay overtime for attendance at classes to obtain either the certification or license listed above. The County may allow attendance at classes during regular work hours if the work schedule can accommodate that request.

ARTICLE 11 - SENIORITY

11.1 Acquisition of Seniority.

An employee shall acquire seniority at the end of the employee's initial probationary period. An employee's seniority will date back to the employee's date of hire as a bargaining unit employee, minus any periods spent on unpaid leaves of absence or separation from the County, except as outlined in Sections 11.2 and 11.3 below and except as provided as in Article 1, 'Break in Service' definition. When an employee acquires seniority, the employee's name will be placed on the seniority list.

11.2 Employment Outside the Bargaining Unit.

When a bargaining unit employee accepts a position with the County outside this bargaining unit and returns to this bargaining unit within six (6) months, the employee shall be reinstated with seniority he or she had earned previously as a bargaining unit employee.

11.3 Seniority During Periods of Disability, Layoff and Leave Without Pay.

Seniority shall accrue for employees while on sick leave without pay as a result of a workers' compensation injury or illness. Seniority shall accrue for up to two (2) years of an unpaid leave of absence as a result of a non-compensable injury or illness. Bargaining unit seniority shall continue to accrue for layoffs or authorized unpaid leaves for up to 24 months.

11.4 Seniority List.

A seniority list shall be made available to the Union upon request.

11.5 Retention of Employees.

The County will make every effort to retain full-time positions when budgeted funding for the position is available.

11.6 Posting and Filling of Vacancies.

A. Entrance Positions. Except as provided in Section 11.7B, when a vacancy occurs in a position designated in Appendix A, which is attached hereto and incorporated herein by this reference, as an entrance position, the County shall post, as provided by Section 14.2, for not less than ten (10) business days, a notice of the vacancy in the entrance position. The County shall also send a notice of the vacancy in the entrance position to employees on layoff status from this bargaining unit by first class mail at the same time notice of the vacancy is posted in the Courthouse.

A current bargaining unit employee, including an employee who is on layoff status, who is a successful applicant to a vacant entrance position shall serve a six (6) month probationary period. If the employee fails to perform the duties of the position satisfactorily in this probationary period, the employee shall be returned to the employee's former position and salary, or returned to layoff status, whichever the case may be, with no loss of seniority. An employee returned to layoff status shall retain the employee's recall rights until the end of the original two (2) year term.

B. Promotional Positions. Except as provided in Section 11.7B, when a vacancy occurs in a position designated in Appendix A as a promotional position, the County shall post, as provided in Section 14.2, for not less than five (5) business days, a notice of the vacancy in the promotional position. The County shall also send a notice of the vacancy in the promotional position to employees on layoff status from this bargaining unit by first class mail at the same time notice of the vacancy is posted in the Courthouse.

If a bargaining unit employee, including an employee who is on layoff status, applies for a promotional position, meets the minimum Civil Service qualifications for the promotional position, and passes the promotional test, if any, the department head shall select that employee for the position. If more than one bargaining unit employee, including an employee who is on layoff status, apply for a promotional position, meet the minimum Civil Service qualifications for the promotional position, and pass the promotional test, if any, the department head shall select the employee best qualified to do the work. The employee with greatest seniority shall be selected when qualifications are deemed essentially equivalent. Provided, however, an employee need not be selected when the employee's personnel record raises a sufficient doubt as to the employee's ability to perform satisfactorily in the promotional position.

If no employees from within this bargaining unit apply, including employees on layoff status, for a promotional position, or if they apply but fail to meet the minimum Civil Service qualifications for the promotional position, and/or fail to pass the promotional test, if any, or are otherwise deemed unsuitable for the position as provided above, the department head may request an entrance register and hire a new employee from outside this bargaining unit.

A successful applicant from within this bargaining unit, or a new employee, filling a position under this section shall be placed at the salary range for the position as specified in Appendix A. When a current employee from within this bargaining unit is appointed to a promotional position in the manner provided by this section, and Appendix A specifies a higher salary range for the new position than the employee's previous position, the employee shall be placed on the step in the new range which is nearest to and higher in salary than the step on which the employee was placed in the employee's previous position on the date of promotion.

When a current employee from within the bargaining unit is appointed to a promotional position in the manner provided by this section, and Appendix A specifies the same salary range for the new position as the employee's previous position, the employee shall be placed on the same step in the new range as the step on which the employee was placed in the employee's previous position on the date of promotion.

When a current employee from within this bargaining unit is appointed to a promotional position in the manner provided by this section, and Appendix A specifies a lower salary range for the new position than the employee's previous position, the employee shall be placed on the step in the new range which is nearest to and higher, if available, in salary than the step on which the employee was placed in the employee's previous position on the date of promotion.

A current bargaining unit employee, including an employee who is on layoff status, who is a successful applicant to a vacant promotional position shall serve a six (6) month promotional probationary period. If the employee fails to perform the duties of the position satisfactorily in this promotional probationary period, the employee shall be returned to the employee's former position and salary, or returned to layoff status, whichever the case may be, with no loss of seniority. An employee

returned to layoff status shall retain the employee's recall rights until the end of the original two (2) year term. Within ninety (90) days of promotion, an employee may elect to return to the employee's former position in the employee's former classification, with no loss in seniority or benefits, or return to layoff status.

Employees who receive a promotion shall be allowed to first perform work of the promotional position in accordance with Article 10.2 Temporary assignments, if the employee was within 60 days of a step increase in the employee's current position. After this step increase, the employee shall be officially promoted.

When an employee is assigned temporary work in a promotional position and then is promoted to that position without a break in the temporary assignment, the employee's eligibility for a step increase shall date back to the date of the temporary assignment. Paid or unpaid leave is not considered a break in the assignment subject to the terms of Article 1.

Employees who do not successfully complete a promotional probationary period and revert back to his or her former position shall return to the step in their former salary range at which the employee would have been if they had not been promoted.

C. **Open Positions.** Except as provided in Section 11.7B, when a vacancy occurs in a position designated in Appendix A as an open position, the County may elect to apply either Section 11.6A or 11.6B above.

D. **New Positions.** When a new position not listed on the wage schedule is created, the County shall notify the Union as part of the notice required under Section 10.11, of the County's position regarding the designation of the position as entry, open or promotional. The Union shall have the right to negotiate concerning this matter in accordance with Section 10.11 of this Agreement.

E. **Temporary and Part-time Positions.** When an employee is on layoff status and the County has a need to fill a temporary or part-time position performing the same or similar duties as the position the employee was laid off from, the County shall send a notice of the temporary or part-time position to the employee, or give notice by telephone when the position needs to be filled immediately.

If an employee on layoff status applies for a temporary or part-time position performing the same or similar duties as the position the employee was laid off from, the department head shall select the employee for the position. If more than one employee applies, the department head shall select the employee with the greatest seniority for the position.

When an employee is on layoff status and the County has a need to fill a temporary or part-time position which does not perform the same or similar duties as the position the employee was laid off from, the County shall give notice to the employee of the temporary or part-time position.

F. **Vacant Positions.** In no event shall the County be required to fill vacant positions.

11.7 **Layoff and Recall.**

A. **Layoff.** The County retains the right to lay off employees. In the event of a layoff, the County shall determine which positions shall be subject to the layoff. Employees in positions subject

to a layoff shall be given no less than fourteen (14) days written notice prior to the effective date of the layoff. When an employee is notified of a layoff, the employee shall be permitted to exercise the employee's seniority rights to bump (replace an employee with less seniority) another employee in this bargaining unit. Such employee may bump an employee provided the bumping employee has greater seniority than the employee to be bumped and providing the employee meets the minimum Civil Service qualifications of the job classification into which the requested bump is made. No bargaining unit employee shall be laid off while temporary employees performing substantially the same duties are retained by the County. The bumping employee need not be on the Columbia County eligibility list for the position into which the employee is bumping. Any disagreement as to qualifications of employees to fill a job by bumping may be taken up by the Union as a grievance, starting at Step III. A bumping employee shall be placed on a six (6) month trial period in the new position. If the employee fails to perform the duties of the position satisfactorily during this trial period, the employee shall be returned to layoff status but shall retain the employee's recall rights until the end of the original two (2) year term as provided in Section 11.7B below. In addition, the employee may initiate a subsequent request to bump as provided below.

Within five (5) working days of receipt of notice of layoff, the employee may initiate the employee's bumping rights by notifying the Human Resources Director, in writing, with a copy to the Union and the department head affected.

This notification shall include the bumping employee's seniority date, present department and job classification. It will also include the employee to be bumped, by name, seniority date, present department and job classification.

Within five (5) working days of receipt of this notification, the Human Resources Director shall approve or deny the bumping request and notify the bumping employee of its decision, with copies to the Union and the department head affected.

If the bumping is approved, the employee to be bumped will be notified of this decision and given the employee's layoff notice at the same time as the bumping employee is notified of the employee's approval to bump.

If denied, the bumping employee shall have five (5) days to either initiate a subsequent request to bump another employee as provided above or initiate a grievance beginning at Step III.

If the bumped employee is compensated at a rate that is lower than the bumping employee, the bumping employee shall be compensated at no less than the same salary range and step level as the bumped employee. If the bumped employee is compensated at a rate that is higher than the bumping employee, the bumping employee shall be compensated at the first step of the salary range of the bumped employee or at the rate of the bumping employee prior to the layoff, whichever is higher.

B. **Recall.** If the County decides to fill a position within the bargaining unit and there is an employee on layoff status with recall rights to that position, this paragraph, and not Section 11.6, shall control.

An employee on layoff status shall retain the right to recall to the position the employee was laid off from, or to a position which is fundamentally the same as the one the employee was laid off from if the employee is qualified for the new position, for a period of two (2) years from the original date of

layoff. If more than one employee was laid off from a position, the employee with the most seniority in the position shall be recalled first. An employee who bumps into a different position as a result of a layoff shall retain the right to recall to the employee's original position for a period of two (2) years.

It shall be the responsibility of an employee on layoff status to keep the County informed of the employee's current address and phone number during the two (2) year recall period, preferably by certified mail, receipt requested. The County shall recall an employee by making every attempt to contact the employee by phone and by mailing a copy of the notice of recall by certified mail, return receipt requested, to the latest address on file in the Human Resources Department for the employee on layoff status. An employee on layoff status shall have ten (10) business days after the mailing date of the certified letter to accept the vacant position. The employee must give, and the County must receive, written notice of the employee's acceptance of the position within the ten (10) business day period to preserve the employee's right to the vacant position. If the employee actually receives the notice of recall and refuses the position, or actually receives the notice of recall and fails to respond to the notice, the employee shall lose the employee's recall rights under this Section.

An employee on layoff status shall also have the right to apply for positions as specified in Section 11.6.

ARTICLE 12 - DISCIPLINE AND DISMISSAL

12.1 Discipline.

Disciplinary action or measures shall include only the following: Written reprimand; suspension without pay (with notice in writing); or dismissal. It is not required that such disciplinary action be administered in progressive form for serious offenses.

A copy of any written notice of disciplinary action will be placed in the employee's personnel file and a copy shall be provided to the employee with an opportunity for a written rebuttal to be submitted.

Disciplinary action may be imposed upon an employee only for failing to fulfill the employee's responsibilities as an employee. Except for employees serving an initial probationary period, any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the County has reason to reprimand or discipline an employee, the County shall make reasonable efforts to do so in a manner that will not embarrass the employee before other employees or the public.

12.2 Reduction in Pay, Suspension Without Pay, and Dismissal.

The County shall not reduce in pay, suspend without pay, or dismiss any regular employee covered by this Agreement without just cause.

A supervisor intending to take disciplinary action involving reduction in pay, loss of pay or dismissal will, prior to taking such action:

a. Notify the employee, Local President and AFSCME Council 75 representative in writing of the nature of the charges, which will include a copy of the complaint against the employee and which will identify the directives, policies, procedures, work rules, regulations, or other order of the County which appear to have been violated.

b. State the range of discipline that is being considered; and

c. Afford the affected employee an informal opportunity to respond to the charges orally or in writing, normally within five (5) days from receiving such written notice.

The opportunity to respond may occur at a meeting conducted and presided over by the department head or supervisor with authority to impose or recommend the proposed disciplinary action. The meeting shall be informal, but sufficient to assure the employee full opportunity to be heard, respond to the charges, and have the employee's response considered prior to the imposition of discipline. Disciplinary action shall only be based on just cause.

The employee shall have the right to answer the charges in writing and orally.

The employee shall be entitled to Union representation at all meetings when discipline is being considered.

The department head or supervisor will issue a written decision imposing discipline, exonerating the employee or taking any other action deemed appropriate.

The Union shall have the right to take up a suspension without pay and/or dismissal as a grievance at Step III of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Union.

12.3 Probationary Employees.

The provisions of this Article shall not apply to employees who have not completed an initial probationary period. It is understood that the probationary period is a part of the selection process and designated to allow evaluation of an employee's fitness for regular status. As a result, an employee in an initial probation may be dismissed or otherwise disciplined without further recourse under this Agreement.

12.4 Personnel Files.

Upon request of the employee, the County shall remove from the employee's personnel files any written reprimands which are over two (2) years old and any notices of suspension or demotion which are over three (3) years old, provided that the employee has received no additional discipline during that period.

Employees shall have the right to attach written responses to any/all disciplinary records in the file.

ARTICLE 13 - SETTLEMENT OF DISPUTES

13.1 Grievance and Arbitration Procedure.

A grievance is defined as a dispute over the meaning, interpretation or application of any portion of this Agreement. Grievances shall be processed in the following manner:

Step I. The employee and/or Union representative, may verbally take up the grievance or dispute with the employee's supervisor within ten (10) business days of their knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and respond to the employee and representative within ten (10) business days.

Step II. If the grievance has not been settled, it may be presented in writing by the Union representative, or the Union Grievance Committee, to the department head within ten (10) business days after the supervisor's response. The department head shall respond to the Union representative or the Union Grievance Committee in writing within ten (10) business days.

Step III. If the grievance remains unresolved, it may be presented by the Union representative, or the Union Grievance Committee, to the Human Resources Director, as the Board of County Commissioners' designee, within ten (10) business days after the response of the department head. The Human Resources Director shall respond with the decision of the Board in writing to the Union representative, or the Union Grievance Committee, (with a copy to the Local Union President) within ten (10) business days.

Step IV. If the Union is not satisfied with the decision of the Board of Commissioners, the Union may within ten (10) business days of the date of the decision, forward a request to the Employment Relations Board (ERB) to assign a Mediator from their staff. Upon designation of the Mediator, the parties will make every attempt to schedule a date for mediation within thirty (30) calendar days. If either party does not wish to use mediation, the grievance may be advanced to Step V.

Proceedings before the Mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.

The Mediator shall attempt to ensure that all necessary facts and considerations are revealed. The Mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.

The Mediator shall not have the authority to compel resolution of the grievance. If the Mediator is successful in obtaining agreement between the parties, the employee shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.

If mediation fails to settle the dispute, the Mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. No mediation efforts may be referred to or introduced into evidence at any subsequent arbitration hearing.

Step V. If the grievance remains unsettled, the Union may, within ten (10) business days

after the response date in the preceding step, notify the other party of a written request for arbitration.

The parties shall first attempt to select an arbitrator who is mutually acceptable. If, within ten (10) business days from the request for arbitration, the parties are unable to agree upon an arbitrator, the State Mediation and Conciliation Service shall be requested to submit a list of five names. Both the County and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties.

Expenses for the arbitration shall be borne equally by the County and the Union. Each party, however, 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 arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement. The arbitrator's decision shall be final and binding upon the parties.

13.2 Stewards.

Employees selected by the Union to act as Union representatives shall be known as "stewards" which includes one Chief Steward.

The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the County by the Union.

13.3 County-Union or Grievance Committee Meetings.

The County shall meet at mutually convenient times with any number of representatives selected by the Union, but no more than three (3) Union representatives will be allowed to attend such meetings on County time with no loss of wages.

All meetings with the County normally shall be held during working hours. This Section is not intended to be used to disrupt County business. The purpose of these Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future 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 either party to the other.

13.4 Processing Grievances.

Union Grievance Committee members and Steward(s) may investigate and process grievances during working hours, within reasonable limits, without loss of pay. The County's obligation to compensate such individuals shall be limited to not more than three (3) individuals. The members must notify the supervisor prior to taking time to processing grievances during normal work hours and must

further identify to the supervisor the type of issue to be discussed.

13.5 Time Periods.

The time periods specified in this Article may be extended or modified by mutual consent. Failure by an employee or the Union to comply with time periods specified shall be treated as final disposition of the subject matter of the grievance.

At any step of the grievance process, if the County or its officers, supervisors or department heads fail to respond, it shall be treated as a denial of the grievance and the Union may advance it to the next step.

13.6 Civil Service Commission Appeals.

Employees who take a grievance to arbitration under this Agreement shall be deemed to have waived any appeal rights which they may have under the Columbia County Civil Service Ordinance and the related rules of the Civil Service Commission.

Employees who pursue an appeal to hearing before the Civil Service Commission shall be deemed to have waived their right to arbitrate their grievance under this Agreement.

ARTICLE 14 - GENERAL PROVISIONS

14.1 Non-Discrimination.

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, mental or physical handicap or political affiliation. The Union shall share equally with the County the responsibility for applying this provision to this Agreement.

The County agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative, against any employee because of any lawful Union activities.

14.2 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 posting of notices and bulletins to such boards and shall use the boards only for notices and bulletins concerning union matters. Bulletin boards shall not be used for controversial or inflammatory subjects.

14.3 Visits by Union Representatives.

The County agrees that accredited representatives of the Union, whether Local Union representatives, District Council representatives, or International Union representatives, shall have reasonable access to the premises of the County to conduct Union business. Such visits shall not interfere with the normal operation of the department.

14.4 Union-Management Meetings.

Representatives of the Union and the County shall meet, when requested by either party, at mutually convenient times, to discuss any matters pertinent to maintaining good employer-employee relationships.

Each party shall advise the other, at least two (2) working days prior to such meeting, as to the subjects it wishes placed on the agenda. Such meetings will normally be held during working hours, at times which do not interfere with normal operations of the Road Department and Forests, Parks & Recreation Department.

Union representatives attending such meetings during their normal working hours shall suffer no loss in their normal earnings. The County's obligation to compensate such individuals shall be limited to not more than three (3) individuals. Time devoted to committee meetings outside of an employee's normal shift shall not be compensable.

14.5 Existing Conditions and Future Rules.

Existing work rules and conditions which are not modified by this Agreement shall continue in effect. No work rule shall be adopted which is inconsistent with the provisions of this Agreement or

the requirements of Oregon law.

The County agrees to notify the Union, in writing, prior to changing existing work rules or adopting new rules.

Should the Union disagree with the new rule(s), the County, upon request, shall meet with the Union to discuss its concerns.

Any dispute concerning new rules may be submitted at Step III of the Grievance Procedure. Such a rule shall be effective until the dispute is resolved through the Grievance Procedure.

This Section only applies to mandatory subjects of bargaining.

14.6 Uniforms and Protective Clothing.

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the County.

The cost of maintaining the uniform or protective clothing or protective device in proper condition including tailoring, cleaning and laundering, shall be paid for by the County.

Coveralls - The County agrees to furnish and maintain two (2) pairs of coveralls per two (2) week period for all employees, except office staff. Eleven (11) pairs of coveralls per two (2) week period shall be provided for Mechanics and Lube Service Workers.

Safety/Protective Clothing/Boot Allowance - The County shall provide an annual allowance of up to two hundred fifty dollars ($250) for rain gear rubber boots, leather work boots, insulated coveralls, and/or approved personal protective equipment for all Road/Parks employees, except office staff, upon presentation of a receipt for purchase of such items. If wearing other than bright yellow/orange rain gear, employees must wear a protective reflective vest over rain gear. The County will reimburse employees who wish to purchase their own suitable work gloves.

Anyone who works as a paving operator, raker, distributor operator for more than 40 hours shall be eligible for an additional $50 allowance per year.

14.7 Health and Safety.

Federal and state safety regulations shall be strictly observed by the County, the Union, and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the County. Required safety equipment shall be furnished by the County.

Safety meetings shall be conducted by the County and the Union at designated times for the purpose of safety training and discussing problems of employee safety. Such meetings shall be held during working hours.

Employees may be sent home if they are under medication, sick or otherwise unable to perform

their normal duties without, in the judgment of the department head, creating an unnecessary safety or health hazard to themselves or other employees. If an employee is sent home under the provisions of this paragraph, that employee shall utilize paid accrued leave for the period of time not worked.

14.8 **Negotiations.**

The County shall grant time off as necessary for negotiating meetings for up to three (3) employees in the Road and Forests, Parks & Recreation Departments who are selected by the Union to serve on the Union's Negotiating Committee, without loss of pay.

Time devoted to negotiations outside of an employee's normal shift shall not be compensable.

ARTICLE 15 - STRIKES AND LOCKOUTS

15.1 Lockouts.

No lockout of employees shall be instituted by the County during the term of this Agreement.

15.2 Strikes.

The Union and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, of County work during the term of this Agreement.

15.3 Performance of Duties.

In the event of the performance of statutory duties on the premises being picketed by a lawful picket line (excluding informational picket lines), directed against an employer other than the County, every reasonable effort will be made to find a way in which to perform such duties without requiring an employee covered by this Agreement to cross such a picket line.

No employee will be required to cross a picket line under any circumstances in which to do so may be reasonably anticipated to endanger the employee's personal safety.

Matters pertaining to the public safety, such as law enforcement, are excluded from this Section.

ARTICLE 16 - WORKING CONDITIONS

16.1 Workweek.

For full-time employees of the Road Department and Forests, Parks & Recreation Department the regular work week shall consist of forty (40) hours of compensated work time.

16.2 Work Week Schedule.

A. Regular Work Week Schedule. The regular work week schedule for full-time employees shall consist of five (5) work days, Monday through Friday, inclusive. Each work day shall consist of eight (8) consecutive hours, excepting a meal period.

B. Modified Regular Work Week Schedule. A modified regular work week schedule which shall be established from the first Monday of April through the last Friday of September each calendar year. The modified regular work week schedule shall consist of four (4) days of ten (10) hours on either Monday through Thursday or Tuesday through Friday. The department head shall give at least two (2) weeks advance notice of the modified regular work week schedule. Said notice shall include both the starting date and time, and anticipated ending date of the modified regular work week schedule. However, the modified regular work week schedule may be extended upon two (2) weeks advance notice as provided above. The department head shall not suspend the modified regular work week schedule for the purpose of avoiding enhanced holiday leave and holiday pay under Section 4.4 and 4.5 of this Agreement.

16.3 Optional Work Week Schedule.

Upon the mutual agreement of the department head and the employee, individual employees may be scheduled to work on an optional work week schedule. The hours worked in a day shall be consecutive except for a meal period. The optional work week schedule shall contain the same number of work hours as the employee's regular work week schedule. The optional work week schedule may be suspended or terminated by either the department head or employee upon two (2) weeks advance notice.

Upon the mutual agreement of the department head and the employee, individual employees may be scheduled to continue on a modified regular work week schedule beyond the scheduled ending date for the modified schedule. Such individual schedules shall also be considered optional work week schedules. In such case, notwithstanding Section 4.4 and 4.5, holiday leave and holiday pay during such period shall be twenty percent (20%) of the employee's normal work week and normal weekly pay.

16.4 Regular Hours and Posting.

All employees shall be scheduled to work on a regular work shift. Each shift shall have regular starting and quitting times. Each employee shall be assigned a regular reporting location. Schedules showing each employee's regular shift, starting and quitting times, and workdays shall be posted in advance. Schedules may be modified at the discretion of the department head upon two (2) weeks advance notice. Schedules may be modified immediately upon mutual consent of the County and the Union.

16.5 Emergency Provision.

During an emergency, the following modifications of this Agreement are made for affected employees:

a. The provisions of Section 16.2 are suspended and the regular work week may be scheduled to consist of any forty (40) hours within a week as designated by the Public Works Director, Forests, Parks & Recreation Director or the Board of County Commissioners. The hours of each day worked shall be continuous except for a meal period;

b. Section 16.3 is suspended; and

c. Section 16.4 is suspended.

An emergency is defined as a condition in which life or property in the County are immediately endangered, requiring the services of County employees to abate the hazard. Such services include only those necessary to address the immediate danger; an emergency may be declared by the Public Works Director, Forests, Parks & Recreation Director or the Board of County Commissioners.

The provisions of this Section apply only to those specific employees needed to address the immediate hazard.

16.6 Rest Periods.

Rest periods shall be provided during each half work day. Such rest periods shall be considered part of the compensated work time. Rest periods shall be scheduled as near the middle of each half workday as practicable.

The time allowed for rest periods is not extended for travel. Such rest periods may not be interrupted except to provide for the public safety. Waiting periods inherent in a job may be construed as the rest period if:

a. A single waiting period is of sufficient length to cover the rest period;

b. No attention to any part of the employee's job is required during the waiting period; and

c. The employee knows in advance that the waiting period is of sufficient length that it will be considered as their rest period.

Rest periods shall be fifteen (15) minutes for eight (8) hour work days, or half work days of four (4) hours or less, and twenty (20) minutes in length for ten (10) hour work days, or half work days of more than four (4) hours.

Employees who, at the request of the department head or supervisor, work one (1) hour beyond their regular work shift shall receive an additional rest period before starting the work beyond their regular shift. Such employees shall also receive an additional rest period for each two (2) hours worked beyond their regular work shift.

16.7 Meal Periods and Meals.

Employees shall be granted a one-half (½) or one (1) hour uncompensated meal period each work shift. Such meal periods shall be scheduled as close as practicable to the middle of the work day.

When the Public Works Director so designates in advance, during a hot mix paving project, Road Workers involved directly with the specific hot mix paving project will be provided with a paid meal break and are not obligated to take a 30 minute unpaid meal break.

The County shall furnish a meal (or a $7.50 meal allowance, in lieu thereof), plus a one-half (½) hour uncompensated meal period to any employee who, at the department head or supervisor's request, works three (3) hours beyond their regular work schedule. An additional meal (or $7.50 meal allowance, in lieu thereof), plus one-half (½) hour uncompensated meal period shall be furnished each four (4) hours thereafter.

Employees who are away from their regular workplace at meal times may use a County vehicle to stop at restaurants, snack bars, etc., for meals at locations that are within a reasonable distance given employees' normal travel distance.

16.8 Clean-up Time.

If necessary, employees shall be granted up to fifteen (15) minutes personal clean-up time prior to the end of each work shift. In circumstances where employees have been exposed to particularly dirty conditions or have become contaminated by hazardous materials, additional time will be granted to perform clean-up. The County shall provide the required facilities for employees' clean-up times, and shall arrange work schedules so that employees may utilize clean-up time. Employees working with herbicides shall have readily available a portable wash-down rack.

ARTICLE 17 - MANAGEMENT RIGHTS

The parties recognize that the elected officials of the County are directly responsible to the public and to the citizens of the County, for the performance of the functions and services of the County.

The functions incident to such responsibilities cannot be delegated. Accordingly, the County retains all of the rights, functions, and authority connected with its responsibility to manage the affairs of the County government. The rights of the Union and of employees are those set forth in this Agreement, the Oregon Revised Statutes, and in the Civil Service Ordinance.

The County retains all management functions and rights not specifically limited by the terms of this Agreement.

Nothing in this paragraph will preclude the right of an employee to utilize the provisions of Article 13, Settlement of Disputes.

ARTICLE 18 - SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction, or any administrative agency of the State of Oregon 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 hereof.

ARTICLE 19 - TERM AND TERMINATION

Except where other effective dates are set forth, this Agreement shall be effective as of July 1, 2015 and shall remain in full force and effect until the 30th day of June, 2020.

This Agreement shall be automatically renewed from year to year after July 1, 2020, unless either party shall notify the other in writing, not later than February 1, 2020, or any subsequent year, that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin within thirty (30) days following said notice. This Agreement shall remain in full force and effect during the period of negotiations.

In witness whereof, County and Union have executed this Agreement on the 8th day of July, 2015.

FOR THE UNION:

AFSCME LOCAL #697:

By: _____
Lars Sandstrom

By: _____
Tristan Wood

By: _____
Dean McMann

AFSCME COUNCIL 75:

By: _____
Andy Chavira

FOR THE COUNTY:

BOARD OF COUNTY COMMISSIONERS:

By: _____
Chairperson

By: _____
Commissioner

By: _____
Commissioner

Columbia County AFSCME Local 697 Salary Ranges
Effective July 1, 2015 - June 30, 2016 **CoLA increase:** **2.30%**

Job Title		Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
No positions currently assigned	N	20	$15.61	$16.03	$16.46	$16.90	$17.36	$17.83	$18.31	$18.81	$19.29
			$2,705	$2,778	$2,853	$2,930	$3,009	$3,091	$3,174	$3,260	$3,344
Lube Service Worker	E	21	$17.17	$17.63	$18.11	$18.60	$19.10	$19.62	$20.15	$20.69	$21.23
Office Specialist	E		$2,976	$3,057	$3,139	$3,224	$3,311	$3,400	$3,492	$3,586	$3,680
Department Secretary	P	22	$18.88	$19.39	$19.92	$20.46	$21.01	$21.57	$22.16	$22.76	$23.35
Parks Maintenance Worker I	E		$3,273	$3,361	$3,452	$3,545	$3,641	$3,740	$3,840	$3,944	$4,047
Road Maintenance Worker I	E										
Parks Maintenance Worker II	P	23	$20.77	$21.33	$21.91	$22.50	$23.11	$23.73	$24.37	$25.03	$25.68
Road Maintenance Worker II	P		$3,600	$3,698	$3,797	$3,900	$4,005	$4,113	$4,225	$4,339	$4,451
Sign Maintenance Worker	O										
Crew Leadworker	P	24	$22.85	$23.47	$24.10	$24.75	$25.42	$26.11	$26.81	$27.53	$28.25
Mechanic	O		$3,960	$4,067	$4,177	$4,290	$4,406	$4,525	$4,647	$4,772	$4,897
No positions currently assigned	N	25	$25.13	$25.81	$26.51	$27.23	$27.96	$28.72	$29.49	$30.29	$31.07
			$4,357	$4,474	$4,595	$4,719	$4,846	$4,977	$5,112	$5,250	$5,386
Office Manager I	O	26	$27.65	$28.39	$29.16	$29.95	$30.76	$31.59	$32.44	$33.32	$34.18
			$4,792	$4,922	$5,054	$5,191	$5,331	$5,475	$5,623	$5,775	$5,925
Engineering Project Coordinator	O	27	$30.41	$31.23	$32.08	$32.94	$33.83	$34.75	$35.68	$36.65	$37.60
Transportation Planner	O		$5,271	$5,414	$5,560	$5,710	$5,864	$6,023	$6,185	$6,352	$6,517

COLUMBIA COUNTY, OREGON Appendix B

Road Department
Forests, Parks & Recreation Department

Fitness for Duty Policy

SECTION 1. PURPOSE

Columbia County has a strong commitment to its employees to provide a safe work environment and to promote high standards of employee health and performance. Consistent with the spirit and intent of these commitments, the County has established this Fitness for Duty Policy. The goal is to establish and maintain a safe and healthy work environment that is free from the effects of alcohol and drugs. This Policy is also established to comply with the County's obligations under alcohol and drug testing rules (49 CFR 382 and 49 CFR 40) established by the Federal Highway Administration (FHWA).

While the County has no intention of interfering with the private lives of its employees, employees are expected to report to work in a condition to perform their duties in a safe, effective, and efficient manner. An employee's off-the-job, as well as on-the-job, involvement with drugs and alcohol can have a significant impact on the workplace and can present a substantial risk to the employee who is using alcohol and drugs, to co-workers and others. Columbia County will not tolerate any drug or alcohol use which imperils the health, well-being, or productivity of its employees or threatens the quality or high standards of its business.

SECTION 2. POLICY

2.1 Application. This Policy applies to all employees in the Columbia County Road Department and Forest, Parks and Recreation Department. All employees in the following job classifications are subject to the random alcohol and drug testing requirements outlined in this Policy.

Road Worker 1	Sign Maintenance Worker	Mechanic	Director,
Road Worker 2A	Auto Serviceman	Weed Control Office	Public Works
Road Worker 2B	Bridge Carpenter	Park Maint. Worker 1	Director,
Road Worker 3A	Leadworker	Park Maint. Worker 2	Forests,
Road Worker 3B	Lube Serviceman 1	Park Caretaker	Parks & Rec
Road Worker 4	Lube Serviceman 2	Assistant Roadmaster	

Any other position required to hold a commercial driver's license or performing safety-sensitive functions

2.2 Violation. **Any violation of this Policy will subject the employee to discipline up to and including dismissal in accordance with the Civil Service Ordinance, Personnel Rules, and for bargaining unit employees, in accordance with the Collective Bargaining Agreement.**

2.3 Confidentiality. Employee information contained in records maintained for this alcohol and controlled substances testing program is confidential medical information, and shall not be released except as required by law. Information regarding testing shall be kept by the contract company (see Section 2.5). All such information sent to the County shall be maintained by the Human Resources

Director, and shall be released on a "need to know" basis only, except for the following:

> An employee is entitled, upon written request, to personally obtain copies of records pertaining to his or her use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances testings. Following such written request, copies of the record shall be provided to the employee in a timely manner.
>
> Records shall be made available to a subsequent employer upon receipt of a written request from the employee.
>
> Records may be released to another identified party only as directed by the specific, written consent of the employee authorizing release of the information to the party. The release request must specifically identify the individual to whom the information may be released and must specify the terms of the employee's consent for use of the information.

2.4 Payment of Costs. The County will pay all costs, including, but not limited to, paid leave, for random, reasonable suspicion and post-accident testing. The County will also pay the testing cost for applicant testing (excluding any costs for expenses incurred by the applicant to undergo the testing, including time spent for the pre-employment testing).

Any employee who violates any of the provisions of 49 CFR 382.201-382.215 or this Policy will be responsible to make all arrangements and pay for the dependency evaluation, treatment, return-to-duty testing and the first follow-up test, if required, except for any such costs picked up by insurance or otherwise covered by any County benefits program for which the employee is eligible. After the first follow-up test, if required, which has a negative test result, the employee must pay for any subsequent follow-up tests which are required, but will be reimbursed by the County for each such test which has a negative test result.

2.5 Provision of Testing. The County will contract to provide all testing services outlined in this Policy. A copy of that contract is available from the Human Resources Director upon request.

2.6 Designated Official. The Human Resources Director is designated as the person to answer employee questions regarding this Policy.

SECTION 3. PROHIBITIONS

3.1 Sale, Distribution or Possession. The sale, trade, offer for sale/distribution, or possession of alcohol or any controlled substance or otherwise engaged activity in the illegal use of drugs while on the job and/or on County property, in County vehicles or while conducting County business off-site, is strictly prohibited. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.

3.2 Fitness for Work. No employee shall report to work under the influence of controlled substance(s) or alcohol.

3.3 Use/Consumption of Alcohol. Employees are prohibited from using or consuming alcohol within four hours prior to reporting for duty. No employee shall perform his or her duties within four hours after using alcohol. An employee who is asked to work under call-back provisions may refuse, if necessary, based on this provision.

3.4 Use of Controlled Substances. No employee shall report for duty or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instruction of a physician who has advised the employee that the substance does not adversely affect the ability to perform safely.

3.5 Therapeutic Drug Use. Employees are required to inform their supervisor of any therapeutic drug use which could affect their ability to perform safety-sensitive functions. Impacts of fitness for duty will be assessed and appropriate action taken to insure a safe work place.

3.6 Refusal to Test. Refusal to submit to a post-accident, random selection, reasonable suspicion, or a follow-up alcohol or controlled substances test required under 49 CFR 382 and this Policy is prohibited by CFR 382.211 and this Policy. Employees who refuse to submit to a required test will be subject to discipline as provided by this Policy. These guidelines stipulated are expressly not intended to create specific rights or obligation concerning the continued employment of the employee.

3.7 Other. All actions prohibited by 49 CFR 382.201-382.15 are similarly prohibited under this Policy.

SECTION 4. DEFINITIONS

Accident means any incident which (1) involves the loss of human life; or (2) for which a citation under State or local law for a moving traffic violation may be issued to the County or the driver arising from the accident; (3) involving a motor vehicle, heavy machinery or County equipment which involves an injury to a human being requiring medical treatment; (4) results in substantial property damage; or (5) causes unacceptable damage to the County's reputation or credibility..

Alcohol. The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

Alcohol Concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. Alcohol concentration levels measuring less than 0.02 are considered a negative result.

Alcohol Use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Breath Alcohol Technician (BAT). An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Collection Site. A place designated by the employer where individuals present themselves for the purpose of 1) breath alcohol testing; and/or 2) providing a specimen of their urine to be analyzed for the presence of drugs.

Commercial Motor Vehicle means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property which:
(1) has a gross combination weight rating of 26,001 or more pounds, inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
(2) has a gross vehicle weight rating of 23,001 or more pounds; or

(3) is designed to transport 16 or more passengers, including the driver; or
(4) is of any size and is used for the transportation of hazardous materials as defined by the Hazardous Materials Transportation Act.

Confirmation Test. In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy (e.g., Gas chromatography/mass spectrometry). In alcohol testing, a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration.

Controlled Substances. Cocaine, marijuana, opiates, amphetamines, and phencyclidine (PCP).

Driver means any person who operates a commercial motor vehicle.

EBT (Evidential Breath Testing Device). An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).

Medical Review Officer (MRO). A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information. The MRO will be provided for by the contract company (see Section 2.5 above).

N.I.D.A. means National Institute of Drug Abuse which is currently referred to as SAMHSA.

Performing Safety-Sensitive Function. An employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform or immediately available to perform any safety-sensitive functions.

Positive Test Result means alcohol or concentration levels found 0.02 and above and any concentration of a controlled substance above accepted thresholds.

Reference Laboratory for purposes of voluntary blood sample testing of alcohol concentration means a laboratory which, at a minimum, practices in the College of American Pathology Blood Alcohol Proficiency Testing Program and is in good standing. The samples should be maintained and handled with the same integrity of forensic urine drug testing specimens. The laboratory shall also meet all state blood alcohol testing requirements.

S.A.M.H.S.A. means Substance Abuse & Mental Health Services Administration formerly NIDA.

Safety Sensitive Function means those set forth in 49 CFR 395.2, including (1) operate a commercial motor vehicle; and/or (2) positions where there is a real and substantial risk of harm to the public in the event an individual performing the duties was impaired due to the influence of drugs or alcohol and the individual is not subject to daily supervision.

Screening Test. In drug testing, an immunoassay screen to eliminate "negative" urine specimens

from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.

Substance Abuse Professional (SAP) means a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Under The Influence means a person is affected by a drug/alcohol so as to impair physical coordination, balance and control and/or impair mental functions of judgement, decision making, memory, concentration and cognitive problem solving. Under the influence means the drug/alcohol is in the body and is having some degree of effect on mental and/or physical functioning up to and including intoxication. An employee with an alcohol concentration of 0.02 or greater; or who tests positive for controlled substances is considered to be under the influence.

SECTION 5. DRUG/ALCOHOL TESTING

5.1 Pre-Employment Testing

As a condition of employment, all applicants for those positions listed in Section 2 above, who are offered employment, will be scheduled for alcohol and controlled substances testing as a part of the pre-employment process. Employment is contingent upon an alcohol test result indicating a negative alcohol concentration and a controlled substances test result received from the medical review officer with a verified negative test result.

A job offer is extended conditioned upon passing a pre-employment drug test. An applicant who refuses to be tested will not be hired and will be ineligible to apply for employment for one year. An applicant who tests positive for drugs will not be hired and will be ineligible to apply for employment for the earlier of (1) one year, or (2) until the applicant is no longer illegally using drugs and either has been rehabilitated successfully or is in the process of completing a rehabilitation program.

All selected applicants for employment will be given prior notification regarding testing requirements. Prior to the testing, applicants shall complete the pre-employment consent form.

If a pre-employment alcohol test result under this Section indicates an alcohol content of 0.02 or greater but less than 0.04, the provisions of Section 8 herein shall apply.

Applicants for promotional positions shall undergo pre-appointment testing in accordance with this Section.

All applicants with positive results shall be notified of those results.

Positive results shall be considered grounds for disqualification from employment for the position.

Tampering with the pre-employment test process, falsification, adulteration, or refusal to submit to a sample will result in disqualification from employment with the County.

5.2 Post-Accident Testing

Use of alcohol testing will normally be administered within two (2) hours following the accident. If not administered within that two (2) hour period, a written record stating the reasons why the testing was not administered in that time period shall be prepared and maintained. No testing shall be conducted after eight (8) hours has elapsed from the time of the accident. Employee(s) required to take a post-accident alcohol test shall refrain from alcohol use or consumption for eight (8) hours following an accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

Post-accident controlled substances testing will be administered within thirty-two (32) hours following the accident.

An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the County to have refused to submit to testing. Refusal to submit to post-accident testing may result in immediate dismissal from County employment.

Mandatory documentation is required for any delay in post-accident testing.

The County recognizes post-accident testing conducted by Federal, State or local officials having independent authority as meeting this requirement.

Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

5.3 Random Testing

All employees holding positions in the classifications listed in Section 2 herein will be subject to random testing for alcohol and/or controlled substance use. Covered employees will be placed into a testing pool from which will be administered the number of random drug and alcohol tests required during each calendar year under the provisions of DOT Rules, 49 CFR, Parts 382, et al. The testing pool shall consist of a consortium of the County and other cities and special districts in Columbia County required to conduct random testing.

The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method. Each employee shall have an equal chance of being tested every time selections are made.

Random alcohol and/or controlled substances testing will be unannounced and the dates for such tests will be such that any employee may be tested on any given work day throughout the calendar year.

Upon notification of selection, employees are required to proceed to the designated collection site immediately. Refusal to submit to testing upon notification may result in immediate dismissal from County employment.

If an employee is on paid or unpaid leave for a period of less than thirty (30) days and, during that period of time is randomly selected for testing, that employee will be skipped and the next randomly

selected name shall be chosen. If an employee is on paid or unpaid leave for a period of thirty (30) days or more, and the employee is selected for testing during that time period, the employee's name shall be set aside and the test shall be conducted when that employee returns to work.

5.4 Reasonable Suspicion Testing

All employees of the County Road and Forest, Parks and Recreation Departments are subject to reasonable suspicion testing for alcohol and/or controlled substance use.

Employees shall submit to an alcohol test when the supervisor has reasonable suspicion to believe that the employee has violated the prohibitions of this Policy.

The supervisor or designated official's determination that reasonable suspicion exists to require the employee to undergo an alcohol test must be based on specific, contemporaneous, articulated observations concerning the appearance, behavior, speech or breath odor of the employee.

If an alcohol test is not conducted within two (2) hours following the determination the supervisor or designated official shall prepare and maintain on file a record stating the reason the alcohol test was not promptly administered.

The County shall cease attempts to administer the reasonable suspicion alcohol test if the test has not been administered within eight (8) hours of the determination and shall prepare and maintain on file a record stating the reasons for not administering the test.

No employee shall report for duty or remain on duty while the employee is under the influence of or impaired by alcohol as shown by the behavioral, speech and performance indicators of alcohol use, nor shall the County permit the employee to perform his/her job duties until:

(1) An alcohol test is administered and the employee's alcohol concentration result is negative; or

(2) Twenty-four (24) hours have elapsed following the determination under this Policy that there is reasonable suspicion to believe that the employee has violated the prohibitions in this Policy concerning the use of alcohol.

The County will not take action against an employee based solely on the employee's behavior and physical manifestations, with respect to alcohol use, in the absence of an alcohol test. This does not prohibit the County from taking action otherwise consistent with the law.

The County shall require an employee to submit to a controlled substances test when there is reasonable suspicion to believe that the employee has violated the prohibitions of this Policy concerning controlled substances.

The supervisor's or designated representative's determination that reasonable suspicion exists to require the employee undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or breath odor of the employee. Observations may include indication of the chronic and withdrawal effects of controlled substances.

A written record shall be made of the observations leading to a controlled substance reasonable suspicion test, and signed by the supervisor or designated representative who made the observations, within twenty-four (24) hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

Observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or designated representative who is trained in accordance with US Department of Transportation Guidelines as defined in 49 CFR Part 40.

The person who makes the determination that reasonable suspicion exists shall not conduct the drug or alcohol test of the employee.

Refusal to submit to the testing may result in immediate dismissal from County employment.

5.5 Refusal to Submit to a Required Alcohol or Controlled Substances Test. No employee shall refuse to submit to a post-accident alcohol or controlled substances test, a random alcohol or controlled substances testing, a reasonable suspicion alcohol or control substances testing, or a follow-up alcohol or controlled substances test required under 49 CFR 382 or this Policy.

SECTION 6. CONSEQUENCES OF PROHIBITED CONDUCT OR TREATMENT

Any extra help employee, new probationary employee, less than half-time employee or temporary employee who violates any of the provisions of 49 CFR 382.201-382.215 or Section 5 of this Policy will be immediately dismissed from County employment.

Any employee who violates any of the provisions of 49 CFR 382.201-215 or Section 5 of this Policy will be removed from the job and may not return to work until all of the applicable requirements from the following list are completed:

> The employee must be evaluated by a substance abuse professional approved by the County. The County shall make arrangements with Columbia Community Mental Health Chemical Dependency Program or other qualified program to provide evaluations for County employees. The substance abuse professional shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substance use.
>
> If determined necessary by the substance abuse professional, the employee must properly follow any treatment or rehabilitation program identified. The employee must be re-evaluated by the substance abuse professional to determine that the employee has properly following the prescribed treatment or rehabilitation program. The treatment or rehabilitation program used may not be the substance abuse professional's private practice or be provided by a person or organization from which the substance abuse professional receives remuneration or has a financial interest.
>
> The employee must undergo a return to duty alcohol test with a result indicating an alcohol concentration less than 0.02 if the violation of prohibited conduct involved alcohol, or a controlled substance test with a verified negative result if the violation of prohibited conduct involved a controlled substance.

The County will not provide non-safety sensitive work for an employee who has violated any of the provisions of 49 CFR 382.201-382.215 or Section 5 of this Policy. Employees will either utilize earned leave or take leave without pay to accomplish return-to-work requirements.

Any employee who has violated any of the provisions of 49 CFR 382.201-382.215 or Section 5 of this Policy may be subject to discipline for the job disruption associated with their absence from the job in the manner provided in the Civil Service Ordinance, Personnel Rules or applicable Collective Bargaining Agreement. Discipline for any employee who has an alcohol test result of 0.04 or greater or a verified positive controlled substance test result may start at a suspension without pay. Violations of an extremely serious nature, such as involvement in an accident resulting in a fatality or in substantial property damage, or which cause unacceptable damage to the County's reputation or credibility, or from a test result substantially above the legal limit for intoxication may result in discipline up to or including immediate dismissal from County employment, even for a first offense.

The requirements of this Section with respect to referral, evaluation and rehabilitation do not apply to applicants who refuse to submit to a pre-employment alcohol or controlled substances test or who have a pre-employment alcohol test or a controlled substances test with a verified positive test result.

SECTION 7. RETURN-TO-DUTY AND FOLLOW-UP TESTING

Subject to the provisions of Section 6, an employee will be offered a "Re-Entry Agreement" following a positive test result. The County shall require, as a condition of continued employment, that before an employee returns to duty after engaging in conduct prohibited under this Policy concerning alcohol, the employee shall undergo a return-to-duty alcohol test with a negative result. Refusing to enter into and abide by the Re-Entry Agreement after a positive test result shall result in immediate dismissal from County employment.

Employees who are offered "Re-Entry Agreements" will be required to adhere to the conditions set forth under Exhibit I, including but not limited to:

(1) The employee shall be subject to unannounced follow-up alcohol and/or controlled substances tests following the employee's return to duty. The number and frequency of such testing shall be as directed by the substance abuse professional and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. Testing may terminate any time after the first six (6) tests have been administered, if the substance abuse professional determines such testing is no longer necessary.

(2) The financial responsibility of any and all cost associated with positive test results, substance abuse professional fees, treatment facilities, etc. are the sole responsibility of the employee, as provided in Section 2.4 above.

If an employee is in need of assistance in solving problems associated with alcohol misuse and/or use of controlled substances as determined above and is offered a Re-Entry Agreement, the County shall require the employee to participate in counseling and/or rehabilitation services. The County shall ensure that the employee is subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with this Policy.

A refusal by the employee to participate in counseling and/or rehabilitation services will result in immediate dismissal from County employment. A refusal by the employee to consent to retesting or a positive during the follow up period of twelve (12) months shall result in immediate dismissal from County employment.

If there are any subsequent positive tests after the follow up period, the employee will be subject to dismissal from County employment.

SECTION 8. OTHER ALCOHOL AND DRUG RELATED CONDUCT

8.1 Positive Alcohol Test .02-.04. Employees tested under the provisions of this Policy who are found to have an alcohol concentration of 0.02 or greater but less than 0.04 are prohibited from performing or continuing to perform their job duties until the start of the employee's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test.

Except as provided in this Policy, the County shall not take action other than that outlined in this Section, against an employee based solely on test results showing an alcohol concentration less than 0.04. This does not prohibit the County, with authority independent of this Policy, from taking any action otherwise consistent with law.

8.2 Arrest/Conviction for Drug or Alcohol Violations. Employees must notify the County within five (5) days of any arrest or conviction of a criminal drug statute. Employees who drive County vehicles must notify the County within forty-eight (48) hours of any arrest or conviction for driving under the influence of intoxicants (DUII). Failure to notify the County will result in discipline in accordance with established procedures as defined within existing Personnel Rules, Civil Service Ordinance and, for bargaining unit employees, the Collective Bargaining Agreements.

8.3 Loss of Driver's License. Should an employee, as a result of an arrest or conviction for drug or alcohol violations, have his or her driver's license revoked or suspended, the County will not be obligated to provide work in positions not requiring a valid driver's license.

SECTION 9. REQUIREMENT TO BE TESTED

Any employee who is subject to drug or alcohol testing pursuant to the requirements of 49 CFR 382 or this Policy must submit to being tested immediately upon notification to do so by his or her supervisor or other designated County representative.

SECTION 10. REFUSAL TO BE TESTED

An employee shall be in violation of the prohibitions of 49 CFR 382 or this Policy against refusal to submit to a required alcohol and/or controlled substance test when any of the following occurs:

> Telling his or her supervisor, other County representative or the person(s) conducting tests or collecting urine specimens that he or she is refusing to be tested.
>
> Failing to report to or leaving the County job site or test site, or failing to report to or leaving a specified on-site location for transporting to the testing site, if the testing site is other than at a County facility, before the required testing and/or collection is completed.

Failing to remain readily available for post-accident testing, provided that this requirement shall not be construed to require the delay of necessary medical attention for injured people following an accident, or to prohibit the employee from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Failing to provide adequate breath for alcohol testing with a valid medical explanation.

Failing to provide adequate urine for controlled substance testing without a valid medical explanation.

Engaging in another other conduct which clearly obstructs the testing process.

A refusal to be tested is a prohibited conduct under the provisions of 49 CFR 382 and this Policy. Any employee who refused to be tested will be subject to the requirements of 49 CFR 382 or the comparable provision of this Policy regarding refusal to submit to testing.

SECTION 11. EMPLOYEE ASSISTANCE

Employees who voluntarily seek assistance in dealing with alcohol or controlled substances shall be referred immediately to the Human Resources Director. The County will assist the employee in finding appropriate help but will share no financial burden with the employee.

An employee's action based on voluntarily seeking help related to a drug or alcohol problem shall not be considered, in itself, grounds for corrective action or reasonable suspicion testing.

If an employee is experiencing performance problems or is pending disciplinary action, a request for assistance will be treated as a separate but related issue. In no case will participation in any assistance program shield employees who violate this, or any policy, from appropriate disciplinary action.

SECTION 12. DISPUTE RESOLUTION

Any controversy, dispute or claim (including those based upon a statute, tort or public policy and those against individuals or other entities) arising out of or relating to this Policy and/or its implementation (including but not limited to the drug testing provided for in the Policy and actions taken based upon test results or the refusal to test) (hereinafter "dispute") shall be determined in accordance with the dispute resolution procedures established in the Civil Service Ordinance, Personnel Rules and the applicable Collective Bargaining Agreement.

(1) Any dispute involving an applicant for employment will be resolved, if possible, by the Human Resources Director. The applicant shall advise the Director in writing of the nature of the dispute.

(2) Any dispute involving an employee and arising out of or relating to this Fitness for Duty Policy will be resolved, if possible, by the employee grievance procedure as outlined in the Civil Service Ordinance, Personnel Rules or for bargaining unit employees as outlined in the applicable Collective Bargaining Agreement. The Collective Bargaining Unit shall have the right to take up a dispute arising from this Policy at Step III of the grievance procedure.

SECTION 13. CERTIFICATE OF RECEIPT

As a condition of employment, each employee subject to the requirements of 49 CFR 382 and this Policy is required to sign the attached statement certifying that he or she has received a copy of this Policy. The original of the signed certificate will be maintained in the employee's official personnel file in the Human Resources Department. Upon request, the employee shall be provided a copy of the signed certificate for his or her personal records.

Adopted this 28th day of December, 1995.

AFSCME LOCAL #697

By: __signature on file_____
Kelley Lungberg, President

By:__signature on file_____
Dean McMann, Vice President

By:__signature on file_____
Jon Tracy, Secretary

AFSCME Council 75

By:__signature on file_____
Cal Hackler, Union Represenative

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:__signature on file_____
Chairperson

By:__signature on file_____
Commissioner

By:__signature on file_____
Commissioner

EXHIBIT I

RE-ENTRY AGREEMENT

This Agreement is entered into between _____ (hereinafter "Employee") and the County in order to provide Employee the opportunity to demonstrate to the County his/her fitness for continued employment. Employee understands that the County has offered him/her this opportunity as a last chance for him/her to demonstrate his/her fitness for continued employment and that this Agreement is in lieu of his/her being dismissed as an employee of the County. Employee understands that his/her continued employment by the County will be strictly governed by the terms of this Agreement; that he/she agrees to adhere strictly to all terms of the Agreement; and that he/she further agrees not to challenge, by grievance or otherwise, the County's evaluation that his/her conduct preceding this Agreement subjects him/her to dismissal from employment.

In consideration for the County's agreement to allow a continuation of Employee's employment on the terms stated in this Agreement, Employee agrees to adhere strictly to all terms specified herein:

1. Employee will continue to actively participate in the substance rehabilitation program as specified by his/her substance abuse professional.

2. Following discharge from completion of that program, Employee agrees to abide by and complete all of the program's follow-up requirements, including sustained attendance at Alcoholics Anonymous, Cocaine Anonymous, Narcotics Anonymous or other appropriate support group meetings and/or after-care sessions at the treatment facility for a period of one year or as otherwise recommended by the substance abuse professional.

3. Employee recognizes that his/her continued employment by the County is contingent upon satisfactory completion of a one-to-five year probationary period, based upon the substance abuse professional's recommendation, during which time he/she will:

   * follow all recommendations of the substance abuse professional, including abstaining from use of controlled substances and/or alcohol;
   * agrees to random alcohol and/or controlled substances testing for a minimum of six tests within the first 12-month period following re-entry over a maximum period of 60-months based on the substance abuse professional's recommendation.
   * maintain satisfactory job performance, conduct and attendance and be subject to discipline procedures for any failure to meet standards.

4. Employee understands that his/her previous job performance, conduct or attendance has not been satisfactory and that the termination of his/her employment is warranted. Employee further understands that because of this past problem, close supervision is necessary. Employee accepts his/her supervision for the next 12-60 months as a constructive part of his/her recovery and continued employment by the County.

5. Employee understands that this Agreement is a FINAL WARNING and that ANY violation of this RE-ENTRY AGREEMENT will result in the immediate termination of his/her employment by the County. Employee further agrees that if so terminated, he/she waives any right to file or pursue a grievance or other claim on his/her behalf to challenge such termination.

_____	___/___/___		
Employee	Date		
_____	___/___/___	_____	___/___/___
Director/Manager	Date	Human Resources Director	Date
_____	___/___/___		
Union Representative	Date		

Certificate of Receipt

I have received a copy of the Fitness for Duty Policy and I understand that it is my responsibility to read and comply with the provisions contained in this Policy and any revisions made to them, as a condition of continued employment.

_____
Employee Signature

_____
Date

_____
Employee Name (Typed or Printed)

LETTER OF AGREEMENT

This Agreement is made and entered into by Columbia County, hereinafter referred to as the "County", and the American Federation of State, County and Municipal Employees Local 697, hereinafter referred to as the "Union".

WHEREAS, the Columbia County Health Benefits Committee has recommended changes to the County's medical coverage for a three year period, effective August 1, 2013 through July 31, 2016; and

WHEREAS, the Collective Bargaining Agreement by and between the County and Union terminates on June 30, 2015; and

WHEREAS, the County and Union desire to implement the Health Care Benefits Committee recommendation through July 31, 2016;

NOW, THEREFORE, the County and Union agree as follows:

1. The parties agree to amend Article 9, Section 9.1 of the Collective Bargaining Agreement which is in effect from July 1, 2010 through June 30, 2015, as set forth, below.

A. Paragraph 4 of Section 9.1, is amended to refer to this Letter of Agreement which will be substituted for Exhibit C to the Collective Bargaining Agreement.

B. The Health Insurance Benefits set forth Sections 9.1(A)-(H) are amended to read as follows:

"**A. <u>Medical.</u>** Effective August 1, 2013, the County will provide Kaiser Permanente HMO Plan 13E, Kaiser Added Choice Plan DH13 and the Kaiser Health Savings Account (HSA) Plan $1500/$3000 or their substantial equivalents. The County will also provide benefit riders for durable medical equipment, vision and alternative care.

The County will pay monthly premiums for full time employees up to the maximum listed below for each plan year indicated. Monthly premium payments will be pro-rated for part-time employees.

County Paid Premium:	2013-14	2014-15	2015-16
Employee - HMO	535.54	578.38	624.65
Employee - Added Choice	600.92	648.99	700.91
Employee - HSA	374.5	404.46	436.81
Employee + 1 - HMO	1231.74	1330.27	1436.70

Employee + 1 - Added Choice	1381.99	1492.54	1611.95
Employee + Family - HMO	1445.96	1561.63	1686.56
Employee + Family - Added Choice	1622.54	1752.34	1892.53
Employee + Family - HSA	1011.15	1092.04	1179.40

If, on or after August 1, 2013 monthly premiums exceed the above amounts, and the Health Insurance Committee is unable to make or have fully approved a recommendation to reduce the premiums, employees shall pay the difference between the actual premium charged for the employee's coverage and the corresponding amounts listed above.

B. **Dental.** The County will provide MetLife Dental PPO Plan, Willamette Dental DMO Plan and Kaiser Permanente Dental DMO Plan or their substantial equivalent.

C. **Orthodontics.** The County will provide an orthodontic option that pays 50 percent of incurred costs up to a maximum of $1000 in a lifetime for eligible dependent children under eighteen (18) years of age.

D. **Medical Savings Accounts**. The County will offer employees an option to participate in a pre-tax cafeteria benefit plan for premium conversion, medical reimbursement and dependent care expenses.

E. **HRA/VEBA**. Every August 1 through the term of this Agreement, the County shall fund VEBA accounts for eligible employees as follows:

	Employee Only	Two Party	Family
For employees on Kaiser Core HMO	$150 per plan year	$200 per plan year	$250 per plan year
For employees on Added Choice Option	$50 per plan year	$75 per plan year	$100 per plan year

F. **HSA Deductible**. For employees who choose the Kaiser HMO HSA Plan, the County shall pay the $1500/$3000 deductible into a health care spending account for the employee at the beginning of

the plan year.

G. **Physical Exams**. The County will pay for all required job-related physical examinations, including drug screenings when required and not otherwise covered by insurance.

H. **Open Enrollment**. Employees will have the option to switch between health insurance plan, if more than one plan option exists, and sign up for or change their enrollment in the medical savings account during the designated open enrollment period each year."

2. This Letter of Agreement is effective on August 1, 2013 and shall terminate on July 31, 2015, or earlier if the parties agree to different coverage based on a recommendation from the Health Benefits Committee. Unless the parties agree to different coverage based on a recommendation from the Health Benefits Committee, the parties agree to include the Health Insurance Benefits set forth in Sections 9.1.A-H, above, in future Collective Bargaining Agreements through July 31, 2016.

In witness whereof, County and Union have executed this Article on the 19th day of June, 2013.

FOR THE UNION:
AFSCME LOCAL 697:

By: _____
Dean McMann, President

AFSCME COUNCIL 75:

By: _____
Evan Wickersham

FOR THE COUNTY:
BOARD OF COMMISSIONERS:

By: _____
Henry Heimuller, Chair

By: _____
Anthony Hyde, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form:

By: _____
County Counsel