

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEIU LOCAL 503, OPEU LOCAL 985

AND

CURRY COUNTY

2017 - 2020

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Preamble

This Agreement is made and entered into by and between Service Employees International Union, Local 503/Oregon Public Employees Union hereinafter referred to as the “Union” and Curry County, a Political Subdivision of the State of Oregon, hereinafter referred to as the “County”.

Article 1 – Scope of Agreement

The Union and the County acknowledge that pursuant to their statutory obligations to bargain in good faith, they have had the opportunity to present and discuss proposals. This document constitutes the sole and complete Agreement between the Union and the County resulting from these negotiations and it embodies all terms and conditions concerning the employees in the bargaining unit.

Article 2 – Recognition

Section 1. Bargaining Unit Members. Curry County, recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time employees of Curry County, excluding all employees who are elected officials, supervisory and confidential employees as defined by ORS 243.650 (23) and (6), employees currently represented by any other labor organizations, employees of the Road Department, Deputy District Attorneys, seasonal or project employees who are employed less than one hundred eighty (180) days, regular part-time employees who work less than sixty (60) hours per month, irregular employees (as defined by policy), Veterans Service Officer, and Elections Administrator/Chief Deputy.

Section 2. Employee Descriptions. Full-Time employees shall be defined as employees regularly scheduled to work an average of 37.5 hours or more a week or 40-hour work week as directed by the County.

Regular Part-Time employees in the bargaining unit shall be defined as employees who are regularly scheduled to work less than 37.5 hours per week, and who work more than 60 hours per month.

Article 3 – Nondiscrimination

The County and the Union recognize the intent and purpose of public policy and mutually agree not to discriminate against any person with regard to employment or Union membership. The County and the Union further mutually agree not to discriminate against any person with regard to employment because of race, age, religion, color, sex, national origin, physical or mental handicaps, under Executive orders and Federal and State statutes and Administrative Rules and Regulations.

Nothing contained in this Agreement shall prevent the County from making reasonable accommodation required under applicable federal or state legislation or administrative rule.

Article 4 – Union Rights

Section 1. Union Stewards. The Union may designate employees of the County as Union stewards to assist in handling grievances and the administration of this Agreement. The Union shall be responsible for notifying the County of the employees so designated. To the extent reasonably possible, above noted activities should not interfere with normal performance of duties. If such activities must take place during employees’ work time, advance notice to the supervisor is required.

Section 2. Bulletin Boards. The County agrees to furnish bulletin board space in convenient places within the County facilities, for use by the Union in communicating meeting announcements and other Union business information to bargaining unit members. All items so posted will bear the signature of the official of the Union person responsible for the posting and the date thereof.

Section 3. Contacts by Union Representatives. Official Union paid staff representatives shall be allowed reasonable contact with bargaining unit members as long as there is no interference in the normal performance of duties.

Section 4. Leave for Union Activity. Union officers and stewards may be granted reasonable leaves of absence without pay for off-the-job Union business so long as such does not impair the operation of a department.

A Union Steward shall not suffer a loss of regular pay as a result of time spent in grievance meetings with supervisors or other representatives designated by the County. Other Union/Management meetings may, when mutually agreed upon beforehand, be held during a Steward's regularly scheduled working hours without loss of pay to the steward.

Article 5 – Management Rights

In addition to rights specified elsewhere in this Agreement, the County shall have all legal and customary rights including, but not limited to: the exclusive right to determine the mission of its constituent departments and divisions, boards and commissions; set standards, types and frequency of services; exercise complete control and discretion over its organization, operations, and the technology of performing its work; determine the procedures and standards of selection for employment and promotion; direct and supervise employees; discipline, suspend, demote or terminate a non-probationary employee with just cause; hire, promote, transfer, layoff or retain employees; implement new, and revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities, and standards; establish and administer the fiscal budget; evaluate employee performance; determine the content of job classifications; assume all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted; determine and assign duties, schedules and hours of work; and continue to subcontract the types of work it has historically subcontracted.

The rights of employees in the bargaining unit and of the Union are limited to those specifically set forth in this Agreement, and the County retains all authority, powers, privileges and rights not specifically limited by the terms of this Agreement, and those granted by ORS 243.650(7)(g). In the event of a conflict between the provisions of the Agreement and any rule or regulation heretofore existing, the provisions of this Agreement shall control.

Article 6 – Union Security

Section 1. Membership. All employees covered by this Agreement shall either become or remain members in good standing or make payment in-lieu-of-dues to the Union. The amount of payment in-lieu-of-dues shall equal regular Union dues and assessments, if any. The County shall notify all newly hired employees of this requirement at the time of employment. Bargaining unit members who exercise their right of nonassociation, only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly dues to a nonreligious charity or to another charitable organization

mutually agreed upon by the employee and the Union and such payment shall be remitted to that charity by the Union.

Section 2. Dues Deduction. Upon written request, employees on a form to be provided by the Union, may have regular monthly dues plus any additional voluntary Union deductions deducted from their paychecks. Such deduction will continue until the County has been notified in writing by the member that the deduction is to be terminated. The County will remit and/or pay to the Union the total amount so deducted, accompanied by a list identifying the member for whom the deductions are being paid. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the County receives shall be promptly forwarded to the Union. The Union will maintain the written authorization records and will provide copies to the Employer upon request.

Any written dues deduction authorizations submitted that contain the following provision will cease only upon compliance by the employee with the stated conditions as follows:

This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the end of the annual period or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization. At no time will the County be responsible for enforcing this provision.

Section 3. The Union shall notify the County in writing the amount of dues/fair share to be deducted.

Section 4. The Union agrees to defend, indemnify and hold the County harmless for any claims, actions or loss arising from the operation of this Article.

Section 5. Electronics Membership Data. The County will furnish electronically to the Union on a monthly basis the following information for each bargaining unit employee: department name, PIN number (employee ID number), salary step and range, whether full-time employee is 37.5- or 40-hour work week, office location, amount of dues withheld, home address, home phone number, classification, base pay rate, date of birth, hire date, anniversary date, and full-time/part-time status. New hire and termination information shall be listed under the comments column.

Article 7 – Hours of Work

Section 1. Workweek. A workweek shall consist of five (5) consecutive seven-and-one-half (7.5) or eight (8) hour days in a pre-established work schedule except for alternative schedules allowing for four (4) day schedules or other flexible arrangements. The workweek shall begin on Sunday and end on Saturday. Each employee shall have at least two (2) consecutive days off, except in those departments which require rotating weekend coverage.

Section 2. Work Schedules. A work schedule is defined as the time of day and the days of the week the employee is assigned to work. A regular work schedule is a work schedule with the same starting and stopping time. An example is a 4-10 work schedule that is a four (4) day work schedule with the same starting and stopping times. A flexible work schedule is a work schedule that varies the number of hours worked on a daily basis, but not necessarily each day, which may vary the starting and stopping times.

The Union and the County mutually support the use of flexible work schedules. An employee requesting authorization to work a flexible schedule shall have that request accommodated, provided such a schedule meets the operational requirements of the department.

Work schedules may be changed only after ten (10) work days' notice in advance, except in the situations beyond the control of the department head.

Section 3. Rest and Meal Periods. All employees shall be entitled to a fifteen (15) minute rest period in each half-shift, to be taken, insofar as practicable, in the middle of the work period. Employees working a 4-10 schedule shall be entitled to an eighteen (18) minute rest period in each half-shift, to be taken, insofar as practicable, in the middle of the work period.

All employees shall be granted an unpaid meal period of not less than thirty (30) minutes. Meal periods shall be scheduled at approximately the middle of the work period.

Article 8 – Overtime

Section 1. It is the policy of the County to reduce to a minimum the necessity for overtime work. No overtime shall be allowed except under unusual or extraordinary circumstances. All overtime work must have appointing power or designee authorization. Overtime shall be considered as time worked in excess of the normal hours worked per work week for full-time employment, including in that work period any sick time or vacation time actually taken. All provisions of Article 8 (Section 1-Section 6) shall apply to non-exempt employees. For exempt employees who are part of the bargaining unit, only Section 2 and Section 4 of Article 8 shall apply.

Overtime compensation for authorized overtime work shall be as follows:

- (a) Compensation for authorized overtime hours worked in excess of the regular work week shall be by compensatory time off at the rate of time and one-half or monetary compensation at the rate of time and one-half, at the appointing authority's or its designee's option.
- (b) Full-time employees must be notified sixteen clock hours in advance of the intent of the supervisor to modify the starting and/or ending time of the employee's work day. At the time of notification the supervisor will inform the employee of the estimated ending time of the employee's work day. If the supervisor fails to provide appropriate notice the employee will be paid time and one-half for the time worked in excess of his/her regular shift. The notice requirements can be waived upon written mutual agreement between the employee and supervisor to modify the employee's work schedule.
- (c) Overtime shall be calculated to the closet quarter hour (.25).
- (d) Any compensatory time off shall be taken at a time scheduled and approved by the appointing authority or its designee. Compensatory time may not be accumulated in excess of eighty (80) hours. Compensatory time in excess of eighty (80) hours will be paid at the employee's hourly rate. It is understood that a good faith attempt will be made by the employee and the supervisor to mutually schedule the time off.

Section 2. Exception to Overtime Compensation. Consistent with state and federal law the Board may exempt certain classifications from overtime compensation on the basis of work or conditions of employment.

Section 3. Holiday Work. Work performed on holidays, as listed in Article 10, which fall within the regular work schedule shall be considered as overtime work and employees who work holidays shall be granted time and one-half for the hours worked in addition to their regular pay, subject to the limitations set forth in Section 1 and Section 2 of this Article.

Section 4. On-Call Duty. On-call definition: On-call is time spent other than the regularly scheduled County-designated work days, when an employee is required by job description to be available for response to perform work. An on-call schedule will be provided to affected employees. On-call employees are required to be available to be contacted and to respond to calls within a maximum of fifteen (15) minutes and be able to be at a worksite within thirty (30) minutes. On-call is performed in a twenty-four (24)-hour or more time period.

On-call employees in the Juvenile Department shall be limited to no more than three (3) on-call periods of seven (7) calendar days in an eight (8) week time period; in addition, there should be a minimum of a two (2) week interval between on-call assignments.

The Juvenile Department and Director will meet to discuss and resolve scheduling on-call shifts that exceed contract restrictions when mutually agreed to between the employee and supervisor.

Employees scheduled for on-call shall be paid two (2) hours of pay at the regular straight time rate for each calendar day between Monday and Friday and four (4) hours of pay at the regular straight time rate per calendar day for Saturday, Sunday, and holidays.

Section 5. Call back hours shall be defined as all work performed outside of the scheduled work day, or work week that is not continuous with the scheduled work hours. An employee called back to work after completing regular daily work assignments shall receive a minimum of two (2) hours overtime.

Section 6. Phone Calls. When an employee responds to a telephone call at home outside normal working hours, which does not necessitate the employee leaving his/her home, compensation for the work activity should be dependent on whether:

- (1) It is a stated responsibility of the employee to respond to such calls;
- (2) The employee is eligible for overtime;
- (3) The phone call is of at least fifteen (15) minutes duration;
- (4) A record of the call is maintained on a standard log format and is certified correct by the employee.

If all the above conditions within this section six are met, compensation shall be for fifteen (15) minutes and to the nearest quarter-hour thereafter. Individual calls will be combined when they represent a part of a single service.

Article 9 – Travel Expenses

Travel, meal and lodging reimbursement and advances shall be in accordance with current County personnel rules. Unauthorized use of personal vehicle will not be reimbursed. The County will reimburse an employee for authorized use of his/her personal vehicle on official County business at thirty cents (\$.30) per mile. However, the IRS business rate will be reimbursed if there are no County vehicles available and employee is required to use his/her personal vehicle. All requests for reimbursement must be submitted to the supervisor within thirty (30) days of the end of the month of the occurrence.

Article 10 – Holidays

Section 1. The following days shall be recognized as guaranteed paid holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth of July
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Two (2) Floating Holidays	Scheduled by mutual consent <i>(Not carried over into next fiscal year, no cash value)</i>
Christmas Day	December 25

Section 2. Observance. If any of the above holidays fall on Sunday, the following Monday shall be observed as the holiday. If occurring on Saturday, the preceding Friday shall be observed as the holiday.

Section 3. The employee whose scheduled day off falls on a holiday shall receive a postponed holiday to be taken at a later time by mutual agreement with the supervisor's approval.

Section 4. Holiday Work. Non-exempt employees working on a paid holiday shall be paid time and one-half (1-1/2) their applicable straight-time rate for all hours worked in addition to the holiday pay.

Section 5. Holiday Pay. Employees shall receive one day's pay for each holiday observed as indicated above if such holiday observance falls within their workweek and on a day upon which they perform no work. Part-time employees shall receive holiday pay proportionate to their regular full-time equivalency status.

Section 6. Integration with Other Leave. Should an employee be on vacation or authorized leave with pay when a holiday occurs, such holiday shall not be charged against leave or vacation. If an employee is on an unpaid leave of absence when a holiday occurs, the employee will not receive holiday pay for that day.

Section 7. Exempt Employees. Exempt employees shall receive a floating holiday in addition to the holidays designated in Section 1, above.

Section 8. Floating Holidays. All new full-time and part-time employees, after having served in County service for three (3) continuous months, shall be credited with applicable floating holidays.

Article 11 – Vacation

Section 1. Accrual. Full-Time Employees. Full-time employees, after having served in County service for six (6) continuous months, shall be credited with six (6) work day's' vacation leave and thereafter vacation leave shall be credited as follows for continuous service:

Hours of Accumulation per Month Continuous Service

Work Hours per Week	37.5	40
After six (6) months of continuous service through fifth year	7.5	8
After 5 th year of continuous service through 10 th year	9.375	10
After 10 th year of continuous service through 15 th year	11.250	12
After 15 th year of continuous service through 20 th year	13.125	14
After 20 th year	15	16

Employees shall not accumulate vacation leave in excess of two hundred (200) hours.

Part-Time Employees. Regular part-time employees working 18.75 hours (based on a 37.5 hour week) or 20 hours (based on a 40 hour week) or more hours per week may accrue vacation leave in an amount proportionate to that which would be accrued under regular full-time employment. Such employees must work 975 hours (based on a 37.5 hour week) or 1040 hours (based on a 40 hour week) before they are credited with one (1) year of service.

Section 2. Scheduling. Employees shall be permitted to request vacation either on a split or an entire basis. Employees shall have the right to determine with the supervisor’s approval, the vacation times, subject to two (2) weeks’ notice and scheduling required for public services based upon the needs of an efficient operation, and the County’s right to so arrange scheduling that each employee has a reasonable opportunity if he/she chooses to use at some time during the fiscal year the full amount of the vacation credit which he/she could accumulate in twelve (12) months of continuous service.

If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement by the parties concerned, the employee having the greatest length of service with the County shall be granted the time, provided, however, that an employee shall not be given this length of service consideration more than once in every two (2) years.

When an employee’s-vacation accrual reaches one hundred seventy-five (175) hours the supervisor will be notified. At that time, the employee and the supervisor shall schedule a period of vacation time sufficient to prevent the loss of an employee’s vacation leave. If the County cancels the employee’s scheduled vacation and the result is that the employee exceeds the two hundred (200) hour maximum accrual, the County will reimburse the employee at their regular rate of pay for the resulting lost vacation hours over the two hundred (200) hour maximum.

Section 3. Cancellation. Approved vacations may not be cancelled by the County except in the event of an emergency. Where vacations are to be cancelled, the County shall give the employee written notice.

Section 4. Pay Upon Separation. All employees shall be entitled to payment for unused vacation leave, upon separation from County service.

Section 5. Accrual During Leave. Employees who are granted a leave of absence for any purpose shall continue to accrue vacation time at the regularly prescribed rate. Vacation leave shall not accrue during a leave of absence without pay.

Article 12 – Sick Leave

Section 1. Eligibility. All employees shall be entitled to earn and accrue sick leave with pay on the first day of employment. Employees who regularly work half-time or more shall accrue sick leave on a pro-rata basis. Less than half-time employees accrue sick leave at the rate of one (1) hour of sick leave per thirty (30) hours worked.

Section 2. Accrual. Employees who regularly works 37.5 hours per week shall accrue sick leave at the rate of seven-and-one-half (7.5) hours per month. Employees who regularly work forty (40) hours per week shall accrue eight (8) hours of sick leave per month.

Section 3. Utilization. An employee may use accrued sick leave when unable to perform by reason of:

- (1) Illness or injury;
- (2) Necessity for medical or dental care;
- (3) Serious illness, injury or death in his/her immediate family;
(immediate family is defined as spouse, same-sex domestic partner, child, foster child, grandchild, sister, brother, parents, step-parents, grandparents, aunt, uncle, niece, nephew as well as mother-in-law, father-in-law, sister-in-law, and brother-in-law. Absence to attend seriously ill or injured family member shall be limited to the time the employee's presence is actually required);
- (4) Childbirth – the spouse may use sick leave to be present for the birth of his/her child.

Section 4. Notification Procedures. Any employee requiring the use of sick leave shall notify the immediate supervisor no less than thirty (30) minutes prior to the reporting time if reasonably possible. In the case of a continuing illness of three (3) or more days, the employee or responsible household member shall contact the immediate supervisor on no less than a weekly basis to keep the supervisor apprised of the approximate date of the ability to return to work.

A physician's statement regarding the nature of the illness or injury, the need for the employee's absence and the duration of the absence may be required by the County in the event of absences of three (3) days or more.

Section 5. Accrual During Leaves. Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at the regularly prescribed rate. Sick leave shall not accrue during a leave of absence without pay.

Section 6. Workers' Compensation. Salary paid for a period of sick leave resulting from a compensable injury shall be equal to the difference between the Worker's Compensation for lost time and the employee's regular gross salary rate subject to mandatory payroll withholding. The employee may choose to use other forms of accrued leave if sick leave is exhausted.

Section 7. Payment Upon Retirement. Employees will be granted credit for accumulated sick leave in the form of increased retirement benefits upon service or disability retirement in accordance with PERS regulations.

Section 8. Sick Leave Without Pay. An employee who exhausts sick leave and is unable to return to work may be placed on leave without pay with approval of the appointing power.

Section 9. Hardship Sick Leave. Employees who have exhausted their sick and vacation leave benefits may obtain sick leave from other County employees (with their written consent) if they require extended time off for his/her illness or injury as defined by OFLA/FMLA regulations. Only employees who have accumulated more than two hundred forty (240) hours sick leave may make sick leave contributions; and no employee may contribute more than forty (40) hours sick leave per year to any other employee. No employee can receive more than two hundred forty (240) hours of contributed sick leave -in any one (1) calendar year, unless approved otherwise. Once an employee has authorized transfer of sick leave to another employee, that transfer is final.

Article 13 – Other Leaves of Absence

Section 1. Leave Without Pay. Subject to approval by the Department Head, the County may grant a leave of absence without pay, not to exceed ninety (90) calendar days, if County business would not be jeopardized. Request for such leave must be in writing to the Department Head and must establish reasonable justification. Such leave will not be approved for an employee who is accepting employment outside the County service. An employee who is granted a leave of absence without pay, shall first be scheduled for any vacation leave, comp time and floating holidays that have accrued, before the employee is placed on leave without pay. Such leaves may be extended by mutual agreement of the County and the employee.

Section 2. Court Appearances. In the event an employee is subpoenaed to appear as a witness in a trial or other proceedings not related to work, the employee shall be granted, at the employee's option, either accrued vacation time, accrued comp time or leave without pay for such appearance for time actually lost from work. Employees shall be granted leave with pay at the regular rate any time they are required to appear in court or other proceedings relative to matters resulting from the performance of their official duties or for jury duty; provided, however, that any money received for jury duty or witness fees be returned to the County.

Section 3. Military and Peace Corps Leave. Military and Peace Corps leave shall be in accordance with the applicable federal and state law.

Section 4. Pregnancy Leave. An employee affected by pregnancy, childbirth, or related medical conditions shall be afforded rights provided by applicable state and federal statutes. Since duties will be tailored based on a physician's statement of types of light or limited duties, these duties may overlap other classifications and may change the essential duties performed by other employees who suffer no economic change due to these temporary work changes.

Section 5. Union Leave. An employee who has been selected as a delegate to the Union's General Council or Steward's Conference shall be granted vacation, compensatory time, or unpaid leave to attend meetings of said event provided he/she gives thirty (30) days' notice and such leaves meet operational requirements of the County.

Section 6. Bereavement Leave. Paid bereavement leave shall be earned at the rate of one (1) day per completed full year of employment for the first two (2) years. Thereafter, the employee shall be credited with a bank of a total of three (3) days of bereavement leave at the completion of each full year of employment. At no time will an employee have more than three days of accrued bereavement leave.

An employee may use accrued bereavement leave when a death occurs in his/her immediate family as defined in County Personnel Rules, Article 3. Additional bereavement leave shall be granted consistent with guidelines established by the Oregon Family Leave Act (OFLA) and shall be deducted from the employee's sick leave.

Any bereavement leave authorized under OFLA shall be concurrent to the above-described leave.

Section 7. Family/Medical Leave. Family/Medical leave shall be granted in accordance with FMLA and OFLA regulations.

Article 14 – Personnel Records

Section 1. An employee shall have the right to view only his/her personnel file. An employee shall be entitled to a copy of any material found in his/her personnel file.

Section 2. Except as otherwise provided below, no information or material reflecting critically upon an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee. The signature does not indicate the employee's agreement or disagreement with the content of this material. If the employee refuses to sign, the material may be placed in the file provided a statement has been signed by two (2) management representatives and a copy of the document was mailed certified to the employee at his/her address of record.

Section 3. Employees shall be entitled to prepare a written explanation or opinion regarding any critical material or job related matter placed in their file. This employee explanation or opinion shall be attached to the critical material and shall be included as part of the employee's personnel record.

Section 4. An employee may include in his/her official personnel file a reasonable amount of relevant material such as letters of commendation, licenses, certificates, college course credits and other material which relates creditably on the employee. This material shall be retained for a minimum of three (3) years except that licenses, certificates or college credit information may be retained so long as they remain valid and relevant to the employee's work.

Section 5. Disciplinary actions, as identified in Article 15, shall be retained in the file for a maximum three (3) years, unless other disciplinary actions, which are for related conduct or for different conduct of similar severity, have been taken and sustained during that period. Such subsequent disciplinary actions shall commence a new three (3) year period. At the employee's request, material that falls within the above parameters may be removed from the employee's personnel file after the time period. The removed documents shall be maintained by the County in a separate location in accordance with State Archives rules and regulations. A copy of this material shall also be given to the employee at the time of removal.

Article 15 – Discipline and Discharge

Section 1. Just Cause. Non-probationary employees may be disciplined or discharged only for just cause. Disciplinary actions include, but are not limited to: written reprimands; denial of scheduled performance pay increase; reduction in pay; demotion; suspension with or without pay; and dismissal. All disciplinary action, as defined in this Article, will be clearly labeled as a disciplinary action.

The parties acknowledge that the County may need to counsel employees regarding work place performance and behavior. County will provide directives prior to imposing counseling. In the event the County needs to take corrective action and counseling, the County will provide a written notice of such with clear notice that the matter is counseling and not formal discipline. The written notice will be maintained in a yearly file only for the purposes of yearly evaluations and will not be placed in the personnel file, however, can serve as notice for future just cause actions. Corrective actions and counseling, including work improvement plans, are not subject to the discipline/grievance process.

Section 2. Required Information. An employee who is subjected to an investigatory interview, which he/she believes might lead to discipline, shall be allowed the right to be accompanied by a representative of the Union of the employee's choice provided such will not result in an undue delay. The role of such representative shall be in accord with guidelines set forth by the Employment Relations Board.

Section 3. Discipline Appeals. Prior to an employee being reduced in pay, demoted, suspended without pay or dismissed, the employee shall receive written notice of possible sanctions, the specific charges and facts supporting the charges. The employee shall be given an adequate opportunity to respond to or refute the specific charges and facts and to present any mitigating circumstances before the proposed disciplinary action is taken, except in instances where immediate suspension is required due to the County's obligation to protect the public.

Section 4. Election of Remedies. The Union and the County agree that the grievance procedure process defined in Article 16, Grievance and Arbitration, shall be the exclusive remedy for appeals or discipline or discharge for bargaining unit members.

Article 16 – Grievance and Arbitration

Section 1. A grievance shall consist of a claim that there has been a violation of this Agreement.

“Day,” as used herein, shall refer to calendar days. Any grievance, which may arise under this Article, shall be settled in the following manner:

Step 1. After attempting to settle the grievance informally, the grievant, or the Union, shall within twenty (20) days of the date the grievant became aware, or by reasonable diligence should have become aware of the event causing the grievance, reduce the grievance to writing and present it to the appropriate supervisor.

The written grievance shall include:

- (1) A complete statement of the facts supporting the contention that this Agreement has been violated.
- (2) Specific provisions(s) of the Agreement allegedly violated.
- (3) The remedy sought.

The supervisor shall consider the grievance and provide the grievant with a written reply within seven (7) days of the supervisor's receipt of the grievance.

Step 2. If the grievance is not resolved at Step 1, the Union may advance the grievance in writing to the Department Head within seven (7) days of receipt of the Step 1 response. The Department Head will give full consideration to the problem after allowing both sides to

present their contentions. The Department Head will issue a written decision within seven (7) days of his/her receipt of the grievance.

Step 3. Failing to settle the grievance in accordance with Step 2, the grievance may be submitted by the Union to binding arbitration within thirty (30) calendar days of the County's written response at Step 2. The Union may notify the County of a desire for arbitration and shall request a list of seven (7) Oregon arbitrators from the Employment Relations Board (ERB). The parties will alternately strike from the ERB list of qualified arbitrators, one (1) name at a time, until only one (1) name remains on the list. The toss of the coin shall determine which party will strike the first name. The parties will then jointly notify the arbitrator of his/her selection. Arbitration will thereafter commence on a date to be selected by the arbitrator.

The authority of the arbitrator shall be limited to determining whether this Agreement has been violated and shall have no power to alter, modify, add to or subtract from the terms of this Agreement.

Section 2. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties. The arbitrator's award shall be issued within thirty (30) days from the date of the hearing.

Section 3. Fees of the arbitrator and his/her expenses of conducting the arbitration shall be borne equally by the parties.

Section 4. No reprisals shall be taken against any employee for exercise of rights under this Article.

Section 5. Time deadlines provided in this Article may be extended by mutual agreement, in writing, of the County and the Union. Otherwise, failure of the grievant or Union to abide by specified timelines shall constitute abandonment of a grievance. Failure of the County to abide by the timelines shall result in the grievance being advanced to the next step.

Article 17 – Probationary Period

Section 1. Duration of Probationary Period. Every person appointed to a position with the County shall serve a probationary period of nine (9) months. Employees in the County Clerk's office, the Treasurer's office and the Assessor's office shall serve a probationary period of twelve (12) months, due to seasonal workload fluctuations.

Section 2. Transfers During Probation. An employee who is transferred to another position within the bargaining unit prior to the completion of the probationary period, shall complete the probationary period in the latter position by adding thereto service in the former position unless the transfer was to a different department, in which case an additional probationary period of not less than six (6) months is required.

Section 3. Transfers After Probation. An employee who voluntarily transfers to another position within the bargaining unit in a different department after completing the probationary period shall serve an additional trial service period of three (3) months. At any time during this trial service period, if the employee chooses to return to his/her previous position or if it is determined by the supervisor that the employee is not capable of performing the duties of the position to which transferred, the employee shall have the right to return to his/her previous position or to a comparable vacant position.

Section 4. Dismissal During Probationary Period. At any time during the probationary period following new hire status, an employee may be terminated without cause.

Section 5. Probationary employees shall have no recourse to the grievance procedure.

Section 6. Promotion. Every person promoted to a position within the bargaining unit shall serve a trial service period of six (6) months. At any time during this trial service period, if the employee chooses to return to his/her previous position or if it is determined by the supervisor that the employee is not capable of performing the duties of the position to which promoted, the employee shall have the right to return to his/her previous position or to a comparable vacant position.

Article 18 – Seniority

Section 1. Seniority shall be defined as an employee’s length of continuous service since last date of hire. Employees rehired within one (1) year shall retain previously accrued sick leave and seniority but shall not receive credit for the period of absence.

Section 2. Seniority shall be established from the last date of hire as outlined in Section 1 of this Article, and continue to accrue during all paid time in the bargaining unit. In the event two (2) or more employees are hired on the same date, seniority ranking shall be determined by the flip of a coin.

Section 3. Part-time employees shall accrue seniority proportionate to FTE status.

Section 4. Seniority shall be terminated if an employee is discharged or retires, resigns or quits and is not rehired within twelve (12) months, is laid off for more than eighteen (18) months, fails to report to work at the end of leave of absence, or is absent in excess of one (1) year due to illness or injury not job-related.

Section 5. Layoffs. In the event of a reduction in the workforce, layoffs will be made by seniority in the job classifications and within the department for which layoffs are required. When the workforce is reduced, employees will receive a minimum of two (2) weeks (14 calendar days) notice prior to layoff. The County shall publish a list of employees affected by layoff, by classification and seniority, to be provided to union officers.

Application of seniority shall prevail in reduction and restoration of the workforce, providing the senior employee is capable of performing the work as determined by the Department Head. The Department Head shall not be arbitrary or capricious in making that determination.

Section 6. Recall from Layoff. Employees on layoff status shall be eligible for recall for a period of eighteen (18) months from the date of layoff. It is the responsibility of the employee to maintain contact with appointing power during the eighteen (18) month recall period by providing a current mailing address and current phone number, if available. Upon recall, an employee shall have all previously accrued sick leave and seniority reinstated but shall not receive credit for the period of the layoff.

Section 7. Irregular employees within the same classification and department shall be laid off before any regular employees within the same classification and department are laid off.

Section 8. In the event of a layoff, the employee may demote to the lowest seniority position in any

classification for which he/she is qualified within department. Said action shall be initiated by giving written notice to the appointing power within seven (7) days of the notice of layoff. In the event a bumped employee intends to bump another employee, the former shall give written notice to the appointing power within seven (7) days of the notice of his/her bumping. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the range closest to but not higher than their current salary. In addition, employees who demote shall be placed on a recall list for vacant positions within the department and classification from which the employee was laid off. In addition, employees shall be placed on a recall list by department for any position for which they are qualified and which becomes vacant. The personnel office will notify laid-off employees of job openings outside their department. Any employee who does not accept a recall position from their previous department will lose any further recall rights and will be deemed to have resigned from the County employment.

Article 19 – Compensation

Section 1. Rates of Pay. Each employee shall be paid at one of the rates in the salary range for the classification in which the employee is employed. The salary ranges are specified in Appendix A attached.

Effective July 1, 2017, the salary scale will remain unadjusted.

Section 2. Entrance Salaries. Normally, an employee will be appointed or reinstated at the entrance rate for the class. If an appointing power believes it is necessary to make an appointment or reinstatement above the entrance rate, authorization must be obtained in writing from the Board prior to the effective date of hiring. The Board will consider the qualifications of the candidate, availability of applicants, and salary relationship with other similar positions in ruling on the request.

Section 3. Salary Increases. Salary increases are not automatic and shall be based upon tenure. A salary increase may be recommended as follows:

Effective July 1, 2017 each employee eligible for a step will receive two half steps. No further steps will be awarded during FY 2017-18.

- (a) A new employee, including a regular part-time employee, shall be eligible for advancement to the next step of the salary range after twelve (12) continuous months of satisfactory service in that class.
- (b) Employees who have served satisfactorily for twelve (12) continuous months following an in-range salary adjustment shall be eligible for advancement to the next step of the salary range. The eligibility date shall be delayed one (1) month for each non-continuous month occurring during eligibility periods.
- (c) Employees who begin work or are promoted to a higher classification prior to the fifteenth (15th) day of the month shall have an anniversary date of the first of the month. Employees who begin work or are promoted to a higher classification on or after the fifteenth (15th) day of the month shall have an anniversary date of the first of the next month.

Section 4. Demotion. If an employee is demoted or reclassified to a class with a lower salary range for reasons that do not reflect discredit on the employee's employment record, the employee's salary rate may remain the same. Demotion for cause may result in a corresponding reduction in salary.

Section 5. Transfer. Normally, if an employee is transferred, the rate of pay remains the same, subject to the classification or position transferred to.

Section 6. Longevity. Upon completion of the required number of years of continuous uninterrupted full-time service with the County, an employee shall be eligible for longevity pay as follows:

- (a) 5 through 9 years of service, 1.5% of the base rate per month;
- (b) 10 through 14 years of service, 2.5% of the base rate per month;
- (c) 15 through 19 years of service, 3.5% of the base rate per month;
- (d) 20 or more years of service, 5% of the base rate per month.

The above rates are not cumulative.

The base rate is Step B in each salary range with a cap of two (2) times the lowest base rate of Grade 3, Step B.

An employee is eligible for longevity pay only so long as productive work continues. An employee who receives a less than satisfactory evaluation will be given a written notice sixty (60) days prior to cessation of longevity pay. At the end of said sixty (60) day period, a re-evaluation will occur. If the employee receives a less than satisfactory re-evaluation, the employee shall not be eligible for longevity pay until his/her next annual evaluation.

Continuous uninterrupted service for purposes of longevity pay shall mean that period in which the employee is employed by the County or a public entity within the contract of the County, which is unbroken by separation from employment, except time spent by an employee on any authorized leave or a layoff period not to exceed twelve (12) months.

Regular part-time employees shall receive credit toward eligibility for longevity pay based upon hours worked. To receive credit for one (1) year of service, such an employee must work 1950 hours (based on a 37.5 hour week) or 2080 hours (based on a 40 hour week).

Section 7. Work Out of Classification. When an employee performs substantially all of the duties of a higher-level classification for a minimum of fourteen (14) consecutive calendar days, that employee shall be compensated at the first step of the pay grade of the higher classification if it is higher than the employee's current rate, or five percent (5%) above an employee's current rate, whichever is greater, for the time spent performing those duties.

Article 20 – Retirement

The County will continue to participate in the Oregon Public Employees Retirement System or its successor as determined by the State of Oregon. The employee's contribution to the System will be paid by the a pretax deduction from the employee (Member Paid Pre Tax) pursuant to the Letter of Agreement filed in Curry County on 07/02/2014 which provides that the County will pay the employee's contribution in exchange for a 6.4% salary increase effective July 1, 2014.

Article 21 – Health and Insurance Benefits

Section 1. Insurance. Effective July 1, 2017 and throughout the term of this agreement, the County will contribute \$1100.00 per month per full time (budgeted 37.5 hour or 40 hour position) employee for the purchase of insurance premiums. Employees will be responsible for additional premium costs through payroll deductions. Effective July 1, 2017, the medical, dental and vision insurance will be provided through Teamsters 206 Employers Trust 206 Plan AAVR as provided by the Teamster 206 Employer Trust subscription agreement. Parties acknowledge that benefit design is determined by the Teamsters 206 Employers Trust, and thereby, parties expressly waive any further bargaining rights or obligations resulting from change in benefit design. As represented by the Teamsters 206 Employers Trust, Plan AAVR complies with ORS 243.303 and ORS 106, and the Plan will accept current County retirees who are currently covered under the employer's previous medical plan as required by ORS 243.303. In the event Plan A is in conflict or violation with the Affordable Care Act, the parties will initiate mid-term bargaining for Article 21, section 1, as provided by ORS 243.698.

Section 2. Regular part-time employees who regularly work ½ time or more: Employer will contribute to the cost of medical-hospital, dental and vision insurance on a pro-rate basis (FTE status).

Section 3. Life Insurance. The County shall provide term life insurance and accidental death and dismemberment benefit to all bargaining unit employees. The amount of life insurance shall be \$10,000. The County shall assume the entire premium for such coverage.

Section 4. Insurance Committee. The County agrees to continue the Insurance Committee for the purpose of investigating alternative health care providers and plans, investigating cost containment and wellness measures to help keep medical costs low, and to develop an "educated consumer" approach to health insurance. The Insurance Committee shall consist of two (2) bargaining unit employees appointed by the Union and two (2) management representatives. The Insurance Committee shall meet at least once prior to February 1, 2018, and thereafter continually as mutually agreed. The meetings will happen during work time to permit employee input into the health care plan design and choices and also to identify how the union and management will accomplish any movement to a different plan during the term of this Agreement. Additional meetings of the Committee may also be scheduled by mutual agreement. The Insurance Committee may make non-binding recommendations to the County and the Union; however, any change in plan providers shall be subject to the approval of the County and Union membership and mutual agreement of the parties.

Article 22 – Classifications

Section 1. New Classifications. The Union agrees to the process of salary recommendation by the Salary Evaluation Committee and the process of salary recommendation by the Salary Evaluation Committee. The County shall so notify the Union and provide the Union with a copy of the job description for the new classification and the wage scale assigned thereto.

In the event the Union and the County agree that the newly created job classification appropriately belongs in the bargaining unit, and if the Union serves written notice of its desire to bargain over the wage rate assigned the classification, the Union and the County shall enter into negotiations for wages and those issues unique only to the newly created classification.

In the event the County disagrees with the Union's contention that the newly created classification appropriately belongs in the bargaining unit, the Union has the option to petition the Employment Relations Board for a unit clarification.

Section 2. The County shall maintain classification specifications for each classification included in the bargaining unit. Upon request, the County shall provide a copy of the current written job description on file with the Personnel Office to employees in the bargaining unit.

Section 3. Promotions/Reclassifications. For purposes of this Article, reclassification means a change in allocation of an individual position by raising it to a higher class, reducing it to a lower class, or moving it to another class, at the same level on the basis of significant changes in the kind, difficulty or responsibility of the work performed in such position.

If an employee considers his/her position to be improperly classified, the employee may process a reclassification request through his/her Department Head. When an employee files a reclassification request, she/he should attach the most recent copy of his/her job description to the request. Upon review, the Department Head shall, within fourteen (14) calendar days, forward the request to the Salary Evaluation Committee for review.

Once the request for a reclassification is received by the Salary Evaluation Committee, the Committee will have forty-five (45) calendar days in which to respond to the request.

The Salary Evaluation Committee shall include two (2) members of each group covered by the salary study. The Union retains the right to select the members that will represent it on the committee.

When an employee is promoted to a higher level classification, she/he shall be compensated at the 1st step of the higher pay grade or five percent (5%), whichever is greater.

Section 4. Performance Evaluations. Every employee shall receive a performance evaluation prior to the end of a probationary period and at least annually thereafter within sixty (60) days after the employee's eligibility date even if the employee is at the maximum rate for his/her classification.

The supervisor shall discuss the performance evaluation with the employee. The employee shall have the opportunity to provide his/-her comments to be attached to the performance evaluation. The employee shall sign the evaluation and that signature shall only indicate that the employee has read the evaluation. A copy shall be provided to the employee at this time.

If there are any changes or recommendations to be made in the evaluation after the supervisor has discussed it with the employee, the evaluation shall be returned to the rater for discussion with the employee before these changes are made. The employee shall have the opportunity to comment on these changes. Performance evaluations are not grievable nor arbitrable under this Agreement nor shall they be used for purposes of disciplinary action, layoff and annual eligibility date performance pay increases. They will only be used to assist in the evaluation of an employee's performance. However, nothing included herein shall preclude the use of constructive criticism.

Article 23 – Job Sharing

Section 1. Job sharing positions means a full-time position that may be held by more than one (1) individual on a shared time basis, whereby each of the individuals holding the position works less than full-time.

Section 2. Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to the County to be considered for job share positions. The County shall determine if job sharing is appropriate.

Section 3. Job sharing employees shall accrue vacation leave, sick leave and holiday pay based on a prorate of hours worked in the month during which the employee has worked thirty-two (32) hours or more. Individual salary review dates will be established for job share employees.

Section 4. Job sharing employees shall be entitled to share the full Employer-paid insurance benefits for one (1) full-time position based on a prorate of regular hours scheduled per week or per month, whichever is appropriate. In any event, the Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the Employer-paid insurance benefits and full premium amount through payroll deduction.

Section 5. If one (1) job-sharing partner in a job sharing position is removed, dismissed, resigns or otherwise is separated from County service, the County has the right to determine if job sharing is still appropriate for the position. If the County determines that job sharing is not appropriate for the position or the County is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full-time basis. Upon approval of the County, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote to a vacant position for which the employee is qualified. If the above conditions are not available or acceptable, the employee agrees to resign.

Article 24 – Severability

Should any Article, section or portion thereof of this Agreement be unlawful or held unlawful and unenforceable by a court of competent jurisdiction, a state or federal law, or administrative rule, such action shall not invalidate the entire Agreement, but shall apply only for the specific Article, section, or portion thereof, as specified in the decision. Upon the issuance of such decision, the parties agree to renegotiate a substitute for the invalid Article, section or portion thereof.

Article 25 – Alcohol and Drug Free Workplace Policy

An Alcohol and Drug Free Workplace Policy will be implemented for bargaining unit employees. A copy of the policy will be placed in the contract as Appendix C.

Article 26 – Career Development/Training

Ongoing schooling, training, and professional improvement are recognized as essential elements in maintaining and upgrading the duties and services of the County employees, and each employee is encouraged to work towards furtherance of this goal.

When a school or training class is authorized in advance by the supervisor or Department Head, including required training for a CPR card, and is attended during regularly scheduled work hours, the employee will be compensated at his/her regular rate of pay.

Time spent in County required training classes, outside of an employee's normal schedule, shall be treated as time worked for overtime purposes. Employer and employee may mutually agree to flex time for the purposes of training classes.

The time spent by an employee in traveling to and from schools in excess of the regular workday hours for training purposes shall be administered in accordance with established practice and applicable law.

Notice of training opportunities will be posted to the extent possible.

Job Postings: In order to facilitate career advancement opportunities, the County will notify the Local Union president of any posted vacancies in the bargaining unit one (1) week prior to posting any such vacancy to the public. The County will provide one (1) week of internal recruitment for such vacancies before posting such vacancies to the public. If the County determines that an emergency exists, the one (1) week notice requirement will be waived.

Article 27 – New Employee Orientation Information

Union Staff, Union officers and/or Union stewards shall be granted reasonable time, up to thirty (30) minutes, to meet with new employees at the time he/she meets with the County Personnel Officer, for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information and distributing and collecting membership applications. County Union represented employees shall be given time off with pay for the time required to meet with the new employee. If any time during the term of this Agreement, the employer should hold a group orientation for new employees, the affiliated representative(s) may be invited to attend and given the opportunity to address the new employee.

Article 28 – Term of Agreement

This Agreement shall be effective on July 1, 2017 or upon execution by the parties, whichever is later, and shall remain in full force and effect through the 30th day of June 2020. Parties will initiate bargaining a successor agreement by February 1, 2020. However, the Parties agree to reopen Articles 19 and 21 only for FY 2018-19 and FY 2019-20 by February 1 of each year.

APPENDIX A – SEIU Classifications and Salary Ranges

CLASS TITLE	RANGE
Administrative Secretary	7
Building Inspector III	8
Building Inspector IV	9
Cartographer/Appraiser	8
Chief Dpty Tax Collector	6
Computer Technician	C-7
Department Specialist II	5
Deputy Clerk I	6
Deputy Clerk II	7
Facilities Maintenance Worker	6
Juv Comm Serv Coord	8
Juvenile Counselor II	9
Juvenile Counselor III	10
Juvenile Crew Supervisor	7
Planning Clerk	6
Prop. Appraiser I	7
Prop. Appraiser II	8
School Resource Counselor	9
Senior Accounting Clerk	
Sr. Department Spec	6
Victims Assistance Prog Advocate	8

APPENDIX B – Salary Range and Steps

FISCAL YEAR 2013-2014

	STEP A		STEP B		STEP C		STEP D		STEP E		STEP F
	1	2	3	4	5	6	7	8	9	10	11
37.5 HOUR WEEK											
RANGE 3	1735	1778	1821	1867	1914	1961	2009	2060	2109	2162	2216
RANGE 4	1823	1869	1914	1961	2009	2060	2109	2162	2216	2271	2326
RANGE 5	2109	2162	2216	2271	2326	2383	2442	2503	2563	2628	2691
RANGE 6	2326	2383	2442	2503	2563	2628	2691	2760	2827	2898	2967
RANGE 7	2563	2628	2691	2760	2827	2898	2967	3042	3116	3193	3272
RANGE 8	2827	2898	2967	3042	3116	3193	3272	3353	3436	3521	3607
RANGE 9	3116	3193	3272	3353	3436	3521	3607	3698	3789	3883	3978
RANGE 10	3436	3521	3607	3698	3789	3883	3978	4076	4175	4279	4384
RANGE 11	3607	3698	3789	3883	3978	4076	4175	4279	4384	4492	4603
RANGE 12	3884	3938	4035	4136	4236	4343	4449	4559	4672	4788	4904
COMPUTER FUND © - 37.5 HR WK											
RANGE 6	2693	2762	2829	2900	2971	3044	3118	3195	3274	3355	3438
RANGE 7	3118	3195	3274	3355	3438	3523	3609	3700	3789	3883	3980
RANGE 8 (Exempt)	3274	3355	3438	3523	3609	3700	3789	3883	3980	4080	4179
RANGE 9 (Exempt)	3824	3919	4015	4116	4216	4321	4427	4538	4648	4764	4881
40 HOUR WEEK											
RANGE 3	1850	1897	1943	1991	2042	2092	2143	2197	2250	2307	2363
RANGE 4	1945	1993	2042	2092	2143	2197	2250	2307	2363	2422	2481
RANGE 5	2250	2307	2363	2422	2481	2542	2605	2670	2733	2803	2870
RANGE 6	2481	2542	2605	2670	2733	2803	2870	2944	3015	3091	3164
RANGE 7	2733	2803	2870	2944	3015	3091	3164	3244	3324	3406	3490
RANGE 8	3015	3091	3164	3244	3324	3406	3490	3577	3665	3755	3848
RANGE 9	3324	3406	3490	3577	3665	3755	3848	3944	4041	4142	4243
RANGE 10	3665	3755	3848	3944	4041	4142	4243	4348	4453	4565	4676
RANGE 11	3848	3944	4041	4142	4243	4348	4453	4565	4676	4792	4910
RANGE 12	4100	4201	4304	4411	4519	4632	4746	4863	4983	5107	5231
COMPUTER FUND © - 40 HR WK											
RANGE 6	2872	2946	3017	3093	3169	3246	3326	3408	3492	3579	3667
RANGE 7	3326	3408	3492	3579	3667	3757	3850	3947	4041	4142	4245
RANGE 8 (Exempt)	3492	3579	3667	3757	3850	3947	4041	4142	4245	4352	4457
RANGE 9 (Exempt)	4079	4180	4283	4390	4498	4609	4722	4840	4858	5082	5206

LONGEVITY PAY

- 0 - 5 YEARS = 0.0%
- 5 - 10 YEARS = 1.5%
- 10 - 15 YEARS = 2.5%
- 15 - 20 YEARS = 3.5%
- 20+ YEARS = 5.0%

APPENDIX C – Drug and Alcohol Policy

DEFINITIONS

For purposes of the Curry County, Oregon Alcohol and Drug Free Work Place Policy, the following definitions apply:

“County Premises” includes any of the various County structures, real property, or facilities (including vehicles), but as it relates to alcohol, it excludes the Curry County Fairgrounds and Curry County Parks.

“Employees” includes all Curry County employees, including the following groups of people:

- a. Those employees in the Classified services as defined by Section 7.215 (1) of the Curry County Personnel Rules.

“Illegal Drugs and Substances” means:

- a. Drugs which are not legally obtainable, and
- b. Drugs which are legally obtainable, but have been obtained illegally.

“Reasonable Cause” is defined as specific articulable observations concerning such circumstances as the work performance, appearance (including, for example, noticeable odor of alcoholic beverage), behavior, or speech of the employee, or as being involved in an accident on company premises which results in physical injury or property damage.

STATEMENT OF MISUSE OF ALCOHOL AND OTHER DRUGS

Curry County considers its employees to be its most valuable asset and is concerned about their safety and well-being. The County recognizes that misuse of alcohol and other drugs is a pervasive problem in our society in general and that the problems with substance abuse exist both within our community and in the County. This policy on alcohol and other drug use applies to all employees. The purpose of the policy is:

- a. To present Curry County’s policy regarding alcohol and drug free work place.
- b. To prevent drug or alcohol use that adversely affects job performance and/or the working environment.
- c. To endorse rehabilitation for employees diagnosed as abusing or dependent upon alcohol or drugs.
- d. To provide guidance and training to supervisors in addressing substance abuse issues.
- e. To maintain compliance with the Federal Regulations governing the Drug Free Workplace Act of 1988.

OBJECTIVES

These general policies will be implemented by more specific objectives intended to establish a safe and healthy work place for all employees. Specific objectives of this program include, but are not limited to the following:

- a. To identify job performance problems at the earliest possible time.
- b. To encourage the utilization of available programs to resolve alcohol and drug problems.
- c. To increase employee awareness of the risks of drug use and abuse.
- d. To make treatment for alcohol and chemical abuse or dependency, and ongoing recovery, accessible to all employees.
- e. To prohibit the actual, or attempted use, abuse, possession, sale and/or distribution of unauthorized drugs on County premises or while conducting County business.
- f. To ensure that all employees suffering from chemical dependency will not have their job security and promotional opportunities jeopardized by making a request for help.
- g. To hold voluntary requests for help in strict confidence; only those persons within the department who need to know will be notified.
- h. To ensure employees' right to privacy and confidentiality with regard to testing, medical treatment or substance abuse treatment

LEGAL DRUGS

1. Medication. The use of medically prescribed drugs during working hours is approved, provided there is no medically stated caution preventing the employee from performing his/her job safely and adequately. The employee is responsible for notifying his/her direct supervisor when taking medications that may prevent the employee from safely performing his/her required duties.
2. Prohibited Use of Alcohol. Employees whose physical abilities or mental judgment are reasonably believed to have been altered by the use of alcohol or who have the odor of an alcoholic beverage on their breath shall not be permitted to report to work or continue to perform work while in that condition. Any employee reporting to work so affected or engaging in the use of alcoholic beverages on County premises or during work hours is subject to corrective action, up to and including termination. Employees are required to report any alcohol related arrest, conviction or license suspension at the beginning of the next scheduled work day following the event. It is understood that an arrest, in and by itself, shall not be considered just cause for discipline.

ILLEGAL DRUGS

1. The actual or attempted delivery, distribution, manufacture, or trafficking of controlled substances or the use or possession of controlled substance that are not medically authorized is strictly prohibited. Any violation of this policy will result in disciplinary action up to and including termination.

2. Employees are required to report any arrest or conviction for illegal drugs or controlled substance to their supervisor at the beginning of the next scheduled work day following the event. It is understood that an arrest, in and of itself, shall not be considered just cause for discipline.

EMPLOYEE RESPONSIBILITIES

Each employee is responsible for managing his or her own behavior in compliance with this policy. If an employee suspects that he/she has an alcohol or drug problem, the employee is expected to seek assistance for that problem. All employees are encouraged to support co-workers in seeking assistance for problems that adversely impact the work environment, safety, health and job performance.

In the event an employee is diagnosed as alcohol or drug dependent the employee is responsible for following the recommendation of an approved treatment program.

As a result of disciplinary action arising from a drug or alcohol problem, an employee may be required to participate in a drug or alcohol evaluation. An employee who is required will be evaluated for drugs and alcohol use by a state approved treatment provider other than Curry County Department of Human Services. As a result of this evaluation an employee may be required to participate in treatment and follow-up care as recommended by the treatment provider. The supervisor has a right to receive reports from the treatment provider regarding continuing participation in treatment.

An employee who successfully completes a treatment program for substance abuse will be subject to random drug and/or alcohol testing for a period of two years after returning to work. Any employee who tests positive for alcohol or controlled substances is subject to disciplinary action up to and including termination, and will be held responsible for the expense of positive tests.

EMPLOYER RESPONSIBILITIES

The County may, upon employee request, grant leave to permit the employee to participate in a drug or alcohol abuse assistance or rehabilitation program. The employee shall use his/her accrued compensatory time, sick leave and vacation leave, in that order. If accrued paid leave is exhausted, the employee may be placed on leave without pay per personnel rules. All of the provisions of the sections concerning unpaid leaves of absence shall apply to any such leave.

TESTING FACILITIES

The County will use reasonably accredited testing facilities for drug testing under these policies and procedures. The County may use a breathalyzer test at local facilities for testing suspicion of presence of alcohol. Typically, a law enforcement officer will administer the breathalyzer test.

TRAINING

Supervisors and other management personnel will be trained through a state accredited program to recognize appropriate symptoms which indicate reasonable cause to conclude that an employee may be working under the influence of alcohol or drugs and to administer these Policies and Procedures in a reasonably consistent, confidential and effective manner.

RIGHT TO SEARCH

When reasonable cause exists to believe an employee has violated the terms of this policy, the County reserves the right to inspect and/or search all County property for intoxicating liquor, controlled or illegal substances or any other substances which impair job performance. Refusal to submit to any such inspection or refusal to cooperate in any investigation shall constitute misconduct which may result in disciplinary action up to and including termination.

RIGHT TO TEST

Reasonable Cause

When a supervisor has reasonable grounds to believe that an employee is using or is under the influence of alcohol or controlled substances, the employee in question may be required to submit to a drug and/or alcohol test at the County's expense. Any refusal to submit to mandatory drug and/or an alcohol testing, or attempts to subvert a drug or alcohol test in any way, will subject the employee to disciplinary action up to and including termination. For drug testing, typically with a urine test, an employee whose initial laboratory screening test for controlled substances yields a positive result shall be given a second test using gas chromatography/mass spectrometry (GS/MS) test. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the initial positive results, the employee shall be notified of the results in writing by the appropriate department head or designee. An employee may elect a blood test if reasonably available at the time of testing. The letter of notification shall state the particular substance identified by the laboratory tests. If a confirmed body fluid is positive, the County will instruct the laboratory to retain the body fluid sample for a period of not less than thirty (30) calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at his or her own expense at a laboratory approved by the County.

PRE-EMPLOYMENT TESTING

Successful applicants for positions in Curry County are required as a condition of employment to consent to drug/alcohol screening at the County's expense prior to being considered for employment. Applicants who refuse to consent to the required testing will not be considered for employment.

Applicants who fail the required tests will not be considered for employment of a period of six months. This period may be waived if the applicant completes an evaluation by a qualified Alcohol & Drug Counselor and completes an acceptable rehabilitation program and presents proof of completion. Applicants who have successfully completed an acceptable rehabilitation program are subject to retesting at any time during the following two years of employment. An applicant who fails a second test will not be re-considered for a period of one year.

This section shall not apply to intracounty job changes such as promotions, interdepartmental transfers, etc.

SEIU Local 503, OPEU

Curry County

Brian Rudiger 9/6/17
Brian Rudiger, Executive Director Date

Opposed
Tom Huxley, Chair Date

Cena Crook 10-13-17
Cena Crook Date

Sue Gold 10/10/17
Sue Gold, Vice Chair Date

Christine Mather 10-13-17
Christine Mather Date

Court Boice 10-16-17
Court Boice, Commissioner Date

Kiley Wegner 10-13-17
Kiley Wegner Date

Becky Ross 10-13-17
Becky Ross Date

Anthony Pagano 10-13-17
Anthony Pagano Date

David Pinsonneault 9/19/17
David Pinsonneault, Organizer Date