

6087

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SEIU LOCAL 503, OPEU LOCAL 985

AND

CURRY COUNTY

2020 - 2023

SEIU Member Resource Center 1-844-503-SEIU (7348)

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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 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 40 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 shall notify the Employer of its designated representatives or union stewards who shall be entitled to receive reasonable paid time, without loss of compensation, seniority, leave accrual, or any other benefits, in order to perform the following duties:

- (a) Investigate and process grievances and other workplace related complaints;
 - (b) Attend investigatory meetings and due process hearings involving represented employees;
 - (c) Participate in or prepare for proceedings under ORS 243.650 to 243.806, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
 - (d) Participate on the bargaining team for the Union;
 - (e) Attend labor-management committee meetings;
 - (f) Meet with newly hired employees at employee orientations or at any other meeting that may be arranged for new employees;
 - (g) Testify in a legal proceeding in which the public employee has been subpoenaed as a witness.
- 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. The Employer shall not reduce an employee's work hours in order to comply with this article except to prevent an employee from working unauthorized overtime.

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. Building Use and Contacts by Union Representatives. The Employer's facilities may be used for Union activities free of charge and according to current building use policies, so long as the facility is available and proper scheduling has been arranged. The Union has the right to conduct meetings without undue interference and can place reasonable rules on the conduct of attendees. 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. Union representatives and SEIU-represented employees may use the Employer's email messaging system to communicate about Union business.

Section 4. Leave for Union Activity.

- (a) Employees in the bargaining unit may request a leave of absence with pay of no more than two (2) years to work for the Union. Such requests shall be made by the SEIU Local 503, OPEU to the Employer's Human Resources Department. Leave extensions may be granted only by mutual agreement between the Union and the Employer.
- (b) In accordance with the Public Employee Collective Bargaining Act, the Union shall reimburse the Public Employer for any compensation that is paid to the designated representative during a period of release time authorized for reimbursement by SEIU 503 staff. Compensation paid under this subsection includes any Employer contributions made toward any employee benefits, including all retirement benefits, so that the employee suffers no loss in compensation or benefits during the period of release time. The Employer shall continue to report all periods of release time as paid time eligible for service credits to the Public Employees Retirement System

(PERS) and make all required contributions to PERS.

(c) Every designated representative shall be granted release time up to the amount of time requested and not less than one (1) month unless the nature of the employee's work would create an unreasonable hardship for the Employer to grant the leave and meet operational requirements. Upon receipt of a request, the Employer shall approve or deny the leave request within twenty-one (21) calendar days. If the request is denied, the Employer shall provide a written explanation and alternative dates and/or durations of time when the representative would be permitted to utilize release time when such utilization would not create an unreasonable hardship.

(d) A shorter period of no more than one (1) month may be requested as unpaid Union leave. This request is subject to the approval requirements in subsection (c) above.

(e) Upon return to service, the employee shall be returned to their same department, position, and work location as held when the leave was originally approved by the Employer.

(f) The Union shall indemnify the Employer for acts by or injuries to employees on paid release time to the extent required by the Public Employee Collective Bargaining Act.

Section 5. New Employee Orientations. At least thirty (30) minutes shall be granted for a representative of the Union to make a presentation to new employees on the employees' first day of work for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. This time is not to be used for discussion of labor-management disputes. If the Union representative is an employee of the County, the employee shall be given time off with pay for the time required to make the presentation. If - either because of the Union's or the Employer's operational needs - it is not possible for the presentation to take place on the new employee's first day of work the presentation will be scheduled for a mutually agreed time no later than fourteen (14) days from the date of hire. The Union agrees that temporary employees will not make presentations at new employee orientations.

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. Dues Deduction. Upon written, electronic or recorded oral request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's pay and remitted to the Union. 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 Employer receives will be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to the Employer upon request.

Any written, electronic or recorded oral 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.

Section 2. A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the Employer electronically by close of business of the business day immediately preceding the twentieth (20th) of each month. The Employer agrees that new or changed payroll deductions authorizations submitted within the above timelines shall be made for the month in which such list is submitted.

Section 3. The deductions collected from all employees, together with an itemized statement, shall be remitted to the Union's Salem Headquarters ten (10) days after such deductions are made. This information shall be provided in electronic format. This statement shall include the following information for every bargaining unit employee:

Name of employee
Job classification
Employee Identification Number
Date of Birth
Gross pay
Regular / Base pay
Hire date
Work phone number and email address
Work location
Home phone number and home address
Full-time or part-time status
Amount of dues deducted from regular / base pay
Amount deducted from regular / base pay
Membership status
Regular Hours worked

Termination information shall be listed under the comments column.

Section 4. Notification of New Hires. On a weekly basis, the Employer shall furnish electronically to the Union an alphabetical listing, by department of new employees hired into positions represented by the Union. The list shall be provided by close of business each Friday, or if Friday falls on a holiday, by the close of business on the preceding business day. The list shall contain each listed employee's name, home address, home phone number, cell phone number, home email address, work email address, work phone number, work location, FTE, employee ID number, hire date, department and classification.

Section 5. The Union agrees to defend, indemnify and hold the County harmless to the extent required by the Public Employee Collective Bargaining Act.

Article 7 – Hours of Work

Section 1. Workweek. A workweek shall consist of five (5) consecutive eight (8) hour days in a pre-established work schedule. 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 5-8 work schedule that is a five (5) day work schedule with the same starting and stopping times.

The Union and the County mutually support the use of flexible work schedules when special circumstances warrant accommodating an employee's individual needs. A flexible work schedule is meant to be short-term to accommodate the unique circumstance and is not intended to define a new work schedule. 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 and does not result in an office having 50% or less of its staff working five (5) days a week.

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.

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 their 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 their 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 their 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 their 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 and 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 days' vacation leave and thereafter vacation leave shall be credited as follows for continuous service:

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

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

Part-Time Employees. Regular part-time employees working 20 hours 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 1040 hours 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 they chooses to use at some time during the fiscal year the full amount of the vacation credit which they 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 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 their 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 their 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 their 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 the employee 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 their 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 their personnel file. An employee shall be entitled to a copy of any material found in their 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 their 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 their 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 the employee 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 their 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 their 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 their 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 their 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 their 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 their 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 their 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 the employee 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 their 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, 2020, all steps of the salary scale will be adjusted upwards by three (3%) percent.

Effective July 1, 2021, and July 1st every year thereafter throughout the term of this contract, all steps of the salary scale will be adjusted upwards by three (3%) percent.

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:

- (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.

Steps will be unfrozen during the term of this agreement. All eligible employees will receive a full step at anniversary based on satisfactory or better personnel evaluation.

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. 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, 2020 and throughout the term of this agreement, the County will contribute \$1300.00 per month per full time 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.

Section 5. Voluntary Employee Benefits Association (VEBA). Effective July 1, 2020, the County shall establish a HRA VEBA for employees. The plan will offer tax-deferred medical care reimbursements. The County shall contribute fifty (\$50) dollars per month per full time employee. The County will contribute a prorated amount based on FTE for all regular part time employees.

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 their position to be improperly classified, the employee may process a reclassification request through their Department Head. When an employee files a reclassification request, the employee should attach the most recent copy of their 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, the employee 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 their classification.

The supervisor shall discuss the performance evaluation with the employee. The employee shall have the opportunity to provide their 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 their 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 – Term of Agreement

This Agreement shall be effective on July 1, 2020 or upon execution by the parties, whichever is later, and shall remain in full force and effect through the 30th day of June 2023. Parties will initiate bargaining a successor agreement by February 1, 2023.

APPENDIX A - SEIU Classifications and Salary Ranges

CLASS TITLE	RANGE
Accounting Clerk - Accounts Payable	D
Administrative Assistant	D
Administrative Assistant - WIC	D
Administrative Secretary	D
Appraiser/Analyst II	L
Building Inspector II	I
Cartographer/Appraiser	I
Chief Deputy Tax Collector	E
Chief Office Deputy	K
Commercial Property Appraiser	L
Community Development Assistant	C
Custodian	A
Department Specialist II	B
Deputy Clerk I	C
Deputy Clerk II	D
Deputy Code Enforcement Officer	E
Environmental Health Specialist	K
Facilities Maintenance Worker	B
Juvenile Counselor I/Crew Supervisor	E
Juvenile Counselor II	K
Juvenile Intervention/Prevention Specialist	E
Juvenile Victim Advocate	E
Legal Secretary	G
Office Manager	J
Planner	K
Property Appraiser I	E
Property Appraiser II	I
Senior Accounting Clerk	F
Senior Planner	K
Victims Assistance Program Director	E

APPENDIX B – Salary Range and Steps

COLA		3%							
Step difference		3%							
Longevity 1		3.25%							
Longevity 2		3.50%							
FISCAL YEAR 2019-20		CURRY COUNTY SALARY RANGE AND STEPS							
								Longevity 7-10	Longevity 11+
		1	2	3	4	5	6	[3.25%]	[3.5%]
A		2781	2864	2950	3039	3130	3224	3329	3445
B		2987	3077	3169	3264	3362	3463	3575	3700
C		3296	3395	3497	3602	3710	3821	3945	4083
D		3502	3607	3715	3827	3942	4060	4192	4338
E		3708	3819	3934	4052	4173	4299	4438	4594
F		3811	3925	4043	4164	4289	4418	4562	4721
G		3852	3968	4087	4209	4336	4466	4611	4772
H		3966	4084	4207	4333	4463	4597	4747	4913
I		4017	4138	4262	4389	4521	4657	4808	4976
J		4120	4244	4371	4502	4637	4776	4931	5104
K		4223	4350	4480	4615	4753	4896	5055	5232
L		4275	4403	4535	4671	4811	4955	5116	5295
M		4326	4456	4589	4727	4869	5015	5178	5359
N		4532	4668	4808	4952	5101	5254	5425	5614
O		4738	4880	5027	5177	5333	5493	5671	5870
P		4944	5092	5245	5402	5565	5731	5918	6125
Q		5150	5305	5464	5628	5796	5970	6164	6380
R		5356	5517	5682	5853	6028	6209	6411	6635
S		5562	5729	5901	6078	6260	6448	6657	6890
T		5768	5941	6119	6303	6492	6687	6904	7146
U		5974	6153	6338	6528	6724	6926	7151	7401
V		6180	6365	6556	6753	6956	7164	7397	7656
W		6283	6471	6666	6866	7072	7284	7520	7784
X		6386	6578	6775	6978	7187	7403	7644	7911
Y		6592	6790	6993	7203	7419	7642	7890	8166
Z		6798	7002	7212	7428	7651	7881	8137	8422
AA		7004	7214	7431	7653	7883	8120	8383	8677
BB		7210	7426	7649	7879	8115	8358	8630	8932

APPENDIX C – Drug and Alcohol Policy

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

1. “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, for non-work related activities.
2. “ILLEGAL DRUGS AND ”CONTROLLED SUBSTANCES” (hereinafter called “drugs”) includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington or any other state’s law means:
 - a. Drugs and controlled substances which are not legally obtainable, and
 - b. Drugs and controlled substances which are legally obtainable, but have been obtained illegally.
3. “REASONABLE CAUSE” is defined as an articulable belief based on specific facts and reasonable inference drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol, or has used drugs or alcohol in violation of this policy.

B. 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, health and well-being. Employees who misuse prescription or illegal drugs, or alcoholic beverages pose a risk both to themselves and to everyone who comes into contact with or depends upon them and risks damage to Curry County’s reputation.

Curry County expects employees to report to work in a condition that is conducive to performing 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 drugs and alcohol, to co-workers and others.

The purpose of the policy is:

1. To present Curry County’s policy regarding an alcohol and drug free work place.
2. To prevent alcohol use or drug use that adversely affects job performance and/or the working environment.
3. To endorse rehabilitation for employees diagnosed as abusing or dependent upon alcohol or drugs.
4. To provide guidance and training to supervisors in addressing substance abuse issues.

5. To maintain compliance with the Federal Regulations governing the Drug Free Workplace Act of 1988.

C. PROHIBITED CONDUCT:

1. ALCOHOL: Possession, transfer, use or being under the influence of any alcohol while on County premises, on County time, while driving County vehicles (or personal vehicles while on County business), or in other circumstances which adversely affect County business or safety of County employees or others.

- a. The conduct prohibited by this rule includes:
 - 1) consumption of any intoxicating liquor during rest breaks or meal periods; or
 - 2) if any use of alcoholic liquor or an alcohol "hangover" adversely affects an employee's physical or mental faculties while at work to any perceptible degree; or
 - 3) the employee's blood alcohol content exceeds .02 percent, the employee will be deemed "under the influence" for purposes of this rule.

2. ILLEGAL DRUGS AND CONTROLLED SUBSTANCES: Possession, distribution, dispensing, sale, attempted sale, use, manufacture or being under the influence drugs on County time, while driving County vehicles (or personal vehicles while on County business), or in other circumstances which adversely affect County business or safety of County employees. Employees may not have any detectable amount of in their system while on County business or County time.

- a. The conduct prohibited by this rule includes:
 - 1) consumption of any such substance during rest breaks or meal periods; or
 - 2) if use of such substances or withdrawal symptoms adversely affects an employee's physical or mental faculties while at work to any perceptible degree; or
 - 3) the employee tests "positive" for any such substances by screening and confirmation tests, the employee will be deemed "under the influence" for purposes of this rule.

The use of marijuana, which is a Schedule I controlled substance under Federal law, is expressly prohibited under this policy, even if its use is authorized under State law.

D. PRESCRIPTION DRUGS AND MEDICAL MARIJUANA:

With the exception of medical marijuana, nothing in the rule is intended to prohibit the use of a drug taken under supervision by a licensed health care professional, where its use does not present a safety hazard or otherwise adversely impact an employee's performance or County operations.

Employees must inform their supervisor about any prescription drugs that they are using which could adversely affect their physical or mental faculties to any perceptible degree. In an employee's use of such prescription drugs could adversely affect County operations or safety of County employee or other persons, County may reassign the employee to other work or take other appropriate action to accommodate the physical or mental effects of the medication.

The use of marijuana, which is a Schedule I controlled substance under Federal law, is expressly prohibited under this policy, even if its medical use is authorized under State law. Employees who use medical marijuana in connection with a disability should discuss with the supervisor other means

of accommodating the disability in the workplace, as the County will not agree to allow an employee to use medical marijuana as an accommodation

E. **EMPLOYEE RESPONSIBILITIES:**

1. Each employee is responsible for managing his/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 *before* it leads to disciplinary action. Once a violation of County policy is discovered, the employee's willingness to seek assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action. All employees are encouraged to support co-workers in seeking assistance for problems that adversely impact work environment, safety, health and job performance.
2. In the event an employee is diagnosed as alcohol or drug dependent the employee is responsible for following the recommendations of an approved treatment program.
3. As a result of disciplinary action arising from a alcohol or drug problem, an employee may be required to participate in a drug or alcohol evaluation. An employee who is so required will be evaluated for drug and alcohol use by a State approved treatment provider. As a result of this evaluation treatment may be required.
4. 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 (2) years after returning to work. Any employee who tests positive for alcohol or drugs is subject to disciplinary action up to and including termination, and will be held responsible for the expense of positive tests.
5. Employees are required to report any arrest or conviction for illegal drugs or controlled substances 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.

F. **EMPLOYER RESPONSIBILITIES:** The County may, upon 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 and vacation leave, in that order. If accrued paid leave is exhausted, the employee may be placed on leave without pay per the personnel rules. All of the provisions of the sections concerning unpaid leaves of absence shall apply to any such leave.

G. **TESTING FACILITIES:** The County will use reasonably accredited testing facilities for alcohol and drug testing under these policies and procedures.

H. **TRAINING:** Supervisors and other management personnel will be trained through a State accredited provider 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 reasonable, consistent, confidential and effective manner.

I. **RIGHT TO SEARCH:** When reasonable cause exists to believe an employee has violated the terms of this policy regarding possession, sale or use of drugs or alcohol, the County reserves the right to inspect and/or search the employee's possessions on County property, including but not

limited to, clothes, locker, lunchbox, toolbox and desk. Refusal to submit to any such inspection shall constitute misconduct.

J. RIGHT TO TEST:

When there is reasonable cause to believe that an employee is using or is under the influence of alcohol or controlled substances during work hours, the employee in question may be required to submit to a drug and/or an alcohol test at the County's expense. (See Attachment B – Consent to Drug/Alcohol Testing, which is incorporated by reference)

Circumstances which can constitute a basis for determining "reasonable cause" may include, but are not limited to:

1. a pattern of abnormal or erratic behavior;
2. information provided by a reliable and credible source;
3. a work-related accident;
4. direct observation of drug or alcohol use;
5. presence of the physical symptoms of drug or alcohol use (i.e. glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
6. unexplained significant deterioration in individual job performance;
7. unexplained or suspicious absenteeism or tardiness;
8. employee admissions regarding drug or alcohol use; and
9. unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity.

Supervisors should detail in writing the specific facts, symptoms or observations that form the basis for their determination that reasonable cause exists to warrant alcohol or drug testing of an employee or a search. This documentation shall be forwarded to the County Administrator, Personnel Officer or County Legal Counsel. Whenever possible, supervisors should locate a second employee or witness to corroborate his/her "reasonable cause" findings.

K. DUTY TO COOPERATE:

All employees are expected to cooperate with any requested drug or alcohol testing. Refusal to cooperate shall constitute misconduct. Any reasons for refusal shall be considered in determining the appropriate disciplinary action. 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 a gas chromatography/mass spectrometry (GC/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 Appointing Authority 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.

L. LAST CHANCE AGREEMENT

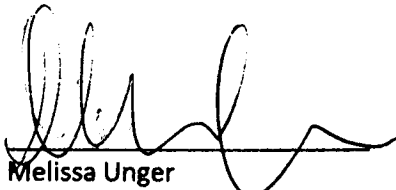
As an alternative to other allowable discipline under these rules an employee in violation of this article may be given a last-chance agreement whereby an employee who would otherwise be terminated is provided an opportunity to address their identified issue. The Last Chance Agreement shall be written to inform the employee of the problems noted with their performance and to specify the performance required for the employee to achieve in order to continue to be employed by Curry County. Violation of the provisions of a Last Chance Agreement shall result in immediate termination of employment, notwithstanding the provisions of any other personnel rule.

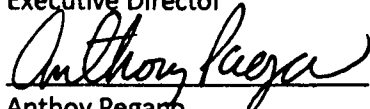
M. PRE-EMPLOYMENT TESTING:

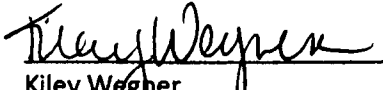
1. Successful applicants for safety sensitive positions in Curry County (as determined by the County) are required as a condition of employment to consent to drug/alcohol screening at the County's expense prior to being considered for employment. Applicants who refuse to consent to the required testing will not be considered for employment.
2. Applicants who fail the required tests will not be considered for employment for a period of six (6) 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 reconsidered for a period of one year.
3. This section shall not apply to intra-county job changes such as promotion, interdepartmental transfers, etc.


N. POST-ACCIDENT TESTING: Employees are subject to testing when they cause or contribute to accidents that seriously damage a County vehicle, machinery, equipment or property or result in an injury to themselves or another employee requiring offsite attention.

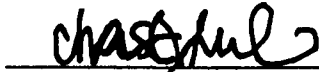
O. SPECIFIC DRUG AND ALCOHOL PROCEDURES: The specific County alcohol and drug procedures are found in Attachment "A" which is incorporated by reference.


Melissa Unger
Executive Director

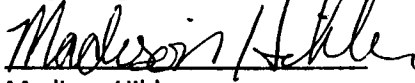

Anthony Pegaro
Bargaining Team Member

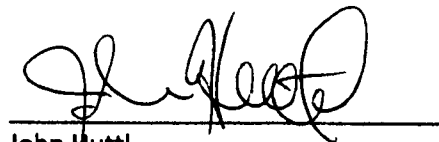

Kiley Wegner
Bargaining Team Member


Cena Crook
Bargaining Team Member



Christine Mather
Bargaining Team Member

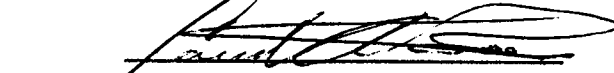

Wendy Carpenter
Bargaining Team Member


Madison Hibler
Bargaining Organizer


John Muttl
Counsel


Chris Paasch
County Commissioner


Sue Gold
County Commissioner


Court Boice 8-20-20
County Commissioner