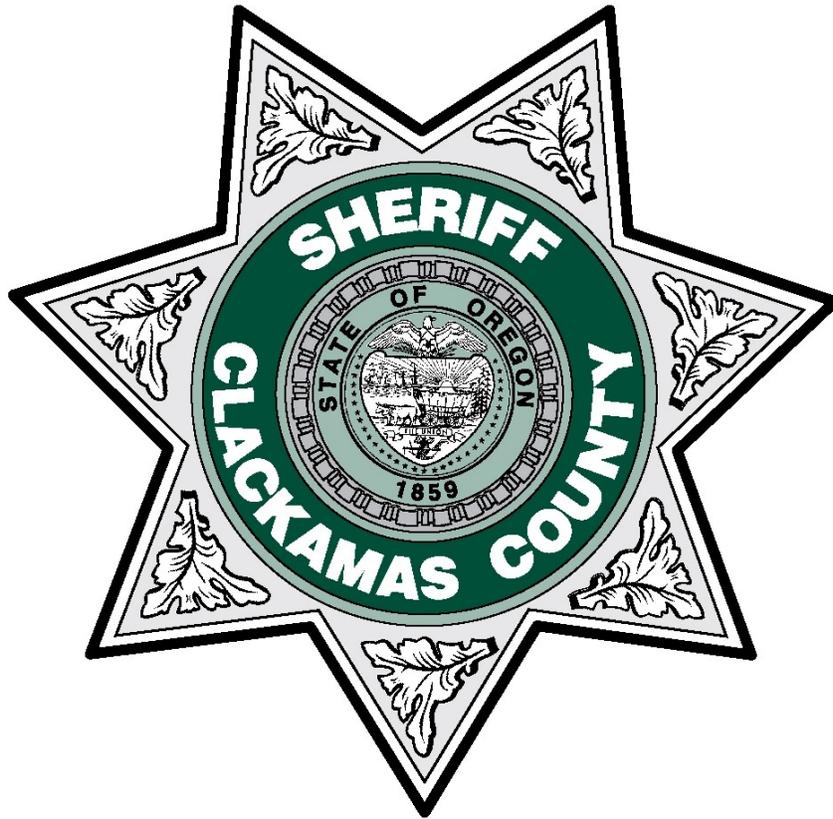


**2015 - 2017
AGREEMENT
Between
CLACKAMAS COUNTY, OREGON
And**



**Clackamas County
Peace Officers Association**

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A G R E E M E N T

between

CLACKAMAS COUNTY, OREGON

and

CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION

PREAMBLE

This Agreement is entered into by Clackamas County, Oregon hereinafter referred to as the COUNTY, and the Clackamas County Peace Officers Association, hereinafter referred to as the UNION.

The parties agree as follows:

ARTICLE 1- RECOGNITION

Section 1. The COUNTY recognizes the UNION as the exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all of the classified COUNTY employees in the Sheriff's Office, Investigators in the District Attorney's Office, and Deputy Medical Examiners and Strategic Program Coordinators in the Department of Emergency Management, working twenty or more hours per week.

Section 2. When any position not listed on the Wage Schedule is established, the COUNTY shall designate a pay rate for the position. In the event the UNION does not agree that the rate is proper, the UNION shall have the right to submit the issue as a grievance at Step III of the grievance procedure.

Section 3. The UNION and the Sheriff's Office agree to meet twice a year regarding the utilization of temporary employees, also known as unallocated positions, by the Sheriff's Office. The meetings will be staffed by a representative from DES. The meetings will take place within 10 working days of March 15 and September 15 each year. The purpose of the meetings will be to assess the Sheriff's use of temporary employees, the duration of their assignments and whether or not the positions should be converted to part-time or full time positions.

ARTICLE 2- PRESERVATION OF PUBLIC RIGHTS

Section 1. The UNION recognizes that an area of responsibility must be reserved to the COUNTY if COUNTY government is to effectively serve the public. Therefore, the COUNTY shall have full and complete right to manage and direct its business and it is

recognized that the following responsibilities of management are exclusively functions to be exercised by the COUNTY and are not subject to negotiations insofar as this right does not affect the meaning, interpretation or application of any other term of this Agreement.

1. The determination of the governmental services to be rendered to the citizens of Clackamas County, Oregon.
2. The determination of the COUNTY'S financial, budgetary and accounting procedures.
3. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of funds; the right to abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work.

Section 2. The COUNTY, in exercise of the above mentioned functions, will not discriminate against any employee because of his membership in the UNION or in the exercise of rights protected by this contract, including the right to file grievances or to request union representation.

Section 3. The COUNTY and the UNION for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or any other subject matter except as provided in Article 3, EXISTING CONDITIONS.

ARTICLE 3 - EXISTING CONDITIONS

Matters of employment relations including but not limited to, direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment shall be continued at not less than the level in effect at the time of the signing of this Agreement. Any changes in existing employment relations during the term of the Agreement shall be negotiated with the UNION.

ARTICLE 4 - HOURS OF WORK

Section 1. Regular Hours and Workday.

The regular hours of work each day shall be consecutive. The workday shall consist of current prevailing consecutive hours of work scheduled, provided that changes to shift starting times that are required for justifiable business reasons may be made at the time of regular semi-annual seniority shift-bid without bargaining the change with the UNION.

All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time except for emergency situations.

The workday commences for Motor and K-9 Units (except Motor Units assigned to contract cities) at the time the employee leaves his/her residence and ends upon return to his/her residence at the conclusion of his/her work shift. When a Motor Unit employee agrees to work a voluntary overtime shift on days off for special events, work time starts upon the employee's arrival at the event and ends upon the employee's departure from the event. The workday for Motor Units assigned to contract cities commences and ends upon arrival and departure from the city. Shift starting times and days for Motor Units may be altered by the County for justifiable business reasons at the time of regular semi-annual seniority shift bid without bargaining the change with the UNION. Shift bid posting for motors will include work hours and days off but need not include district assignments or city assignment.

Section 2. Workweek. Non-continuous Operations.

The workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, except for employees covered by another workweek schedule listed within this Article or as outlined in the job assignment posting.

Section 3. Workweek. Continuous Operations.

The workweek for employees engaged in continuous operations shall consist of consecutive days.

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week such as but not limited to Patrol, Records and Corrections.

Section 4. Four (4) Ten (10) Work Schedule.

It is mutually agreed that the County may employ employees on a four (4) day work week ten (10) hour a day basis, referred to as the 4/10 schedule, rather than those hours set forth above in this Article. The schedule may be terminated upon the mutual consent of the parties or by thirty (30) days written notification by either the COUNTY or the UNION.

Section 5. 3-12/3-12 + 8 Hour Work Schedule.

The 3-12/3-12 + 8 work schedule shall consist of one work week with the seven (7) day payroll week of the three (3) twelve (12) hour work days, followed by four (4) days off, and the other work week with the seven (7) day payroll week of the three (3) twelve (12) hour work days, with an eight (8) hour work day, followed by three (3) days off. This schedule may begin with either the long or the short work week. Employees assigned this schedule are subject to the section 7k exemption under the Fair Labor Standards Act. A 7k exemption establishes a 14-day work period including 80 regularly scheduled hours of work. Overtime on a daily basis will be paid as provided in Article 13. The

schedule may be terminated upon the mutual consent of the parties or by thirty (30) days written notification by either the COUNTY or the UNION.

Section 6. 5-9/4-9 Work Schedule.

The 5-9/4-9 work schedule shall consist of five (5) consecutive nine (9) hour workdays followed by two (2) consecutive days off, followed by four (4) consecutive nine (9) hour workdays, followed by three (3) consecutive days off. During the 4-9 work week, Friday shall be the first of the three consecutive days off. The schedule may be terminated upon the mutual consent of the parties or by thirty (30) days written notification by either the COUNTY or the UNION.

Pursuant to the 5-9/4-9 schedule, the parties agree that employees assigned to this schedule are subject to the 7k exemption under the Fair Labor Standards Act. A 7k exemption establishes a 14-day work period including 81 regularly scheduled hours of work. Overtime on a daily basis will be paid for hours worked exceeding nine (9).

Call out pay will be authorized at the rate of time and one half on any Friday for any off duty member working the 5-9/4-9 work schedule during what would normally be their assigned work hours. After what would have been the employee's normal work hours on the regularly assigned Friday day off, the call out rate of double time will remain as pursuant to Article 15, sections 1 and 2 and for any of the other regularly assigned days off.

Section 7. 9-80 Work Schedule

The 9-80 work schedule shall consist of:

1. One (1) week of four (4) consecutive nine (9) hour workdays and one (1) day of eight (8) hours; and
2. One (1) week of four (4) consecutive nine (9) hour workdays, with Friday off.

The schedule may be terminated upon the mutual consent of the parties or by thirty (30) days written notification by either the COUNTY or the UNION.

Section 8. School Resource Officers.

During the school year, School Resource Officers (SRO) shall work a five (5) day work week, eight (8) hours a day schedule, Monday through Friday. The SRO's may be assigned to a four (4) day work week, ten (10) hours a day with either Friday through Sunday off or Saturday through Monday off depending upon the needs of the specific school and/or Sheriff's Office. School Resource Officers will be assigned to day shift but may request an alternative shift and/or alternative days off. Notification of their Summer schedule shall be given at least 30 days prior to the change unless mutually agreed to be shorter. When a school holiday and a County holiday are the same, the SRO will have that day off. On days when students are not present, (unless the school requests their presence), the SRO's will report to patrol for their regular working hours.

Section 9. Schedule of Deputy Medical Examiners.

See Article 38.

Section 10. Shift Trading.

For employees who agree to trade shifts for one day, the traded shift becomes each employee's assigned shift. Failure to work the shift will have the same consequences as if the employee did not work the employee's regular shift. Shift trades may be made only between employees working in the same capacity, must be voluntarily agreed to by the employees involved, and must be approved by management after being fully informed of the trade and before the work is performed. Overtime does not apply to traded shifts.

If approved, in writing and signed by the supervisor, an employee may designate an equivalent amount of vacation hours to the employee working their shift in lieu of working a shift in exchange.

Section 11. Current Work Schedule Assignments.

Patrol Division and CRAFT: 4-10 schedule.

Detectives and Sergeants assigned to the Detective division, and Deputies assigned to Fleet Management: 5-9/4-9 schedule.

Corrections Deputies and Corrections Deputy Recruits: 3-12/3-12 + 8 schedule.

Section 12. DPSST Basic Academy Training

All DPSST Basic Academy mandatory activities such as but not limited to instruction time, flag raising and physical fitness training shall be considered as normal work duty time and shall be compensated as such. The work week shall consist of a forty (40) hour work week, based upon a five (5) day work week, eight (8) hour work day. These eight hours of the work day may be non-consecutive due to long break periods between classes and other required activities. If the amount of time spent in required activities totals more than forty hours per week, overtime will be paid at time and one half. Attendance at voluntary Basic Academy events is not considered work time.

The County agrees to continue to pay for the employee's meals and other normal required Basic Academy expenses such as room and instruction expenses. This does not include optional equipment expenses which shall be paid by the employee, or other equipment that the employee is normally required to purchase.

Section 13. Civil Division

Deputies and Sergeants assigned to the Civil Division shall work a schedule consisting of five (5) consecutive nine (9) hour workdays followed by two (2) consecutive days off, followed by four (4) consecutive nine (9) hour workdays, followed by three (3) consecutive work days off.

The implementation of the 5-9/4-9 work schedule shall terminate upon the mutual consent of the parties or by thirty (30) days written notification from either party of its desire to terminate. Neither party shall file a grievance if either party decides to terminate this agreement.

Pursuant to the 5-9/4-9 schedule, the parties agree that Civil Deputies and Civil Sergeants are subject to the 7(k) exemption under the Fair Labor Standards Act. A 7(k)

exemption establishes a 14-day work period including 81 regularly scheduled hours of work. Overtime on a daily basis will be paid for hours worked exceeding nine (9).

Civil deputies will sign up by seniority for hours of work, shift preference and days off. Civil sergeants will have alternating Fridays off.

ARTICLE 5 - MEAL AND REST BREAKS

Section 1. Meal periods.

All employees will be granted a meal period during their working shift, during which time sworn employees are subject to call when needed.

All non-sworn staff may be allowed to combine one (1) of his/her rest periods with his/her meal period with Division Commander approval.

Section 2. Rest periods.

Employees working an eight (8) or nine (9) hour day shall be provided with a rest period of fifteen (15) minutes during each half of the employee's shift. Employees working a ten (10) hour day shall be provided with a rest period of twenty (20) minutes during each half of the employee's shift. Employees working a 12 hour shift shall be provided with two twenty (20) minute rest periods during the employee's shift.

ARTICLE 6 - SHIFT PREFERENCE, CHANGES AND DAYS OFF

Section 1. Seniority for Shift Preference and Days Off.

For the purposes of shift preference and selection of off duty days within a Division, seniority shall be the major consideration along with the needs of the Sheriff's Office and the individuals involved. When shift preference or selection of off duty days is not based upon seniority, the employee shall be given notice in writing at least seven (7) calendar days before the effective date of the needs of the Sheriff's Office that precluded the use of seniority for said shift preference or selection of off duty days. Seniority shall be determined by the length of time an employee has within a job classification with the Sheriff's Office except for Recruit and Deputy Sheriff in which case seniority shall be defined as the hire date in either of these two classifications and for Recruit Corrections Officer and Corrections Officer in which case seniority shall be defined as the hire date in either of these two classifications. For Office Specialist 1 and Office Specialist 2 seniority shall be defined as the hire date in either of these two classifications.

An employee's request for transfer to a different shift or different days off shall be made in writing and shall go directly to the Division Commander under whom the employee is assigned. The Division Commander will act promptly upon the employee's request by written response to the employee of the approval or denial of the request. No request

shall be denied unless just cause exists for the denial. In the event the request is denied, the Division Commander shall state the reason or reasons for denial in writing in the response to the employee.

Section 2. Shift Changes.

Whenever the employee, at his/her request, is reassigned a shift, or transferred to another assignment wherein the employee is required to work more than five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days, or three (3) consecutive twelve (12) hour days, such additional time worked is exempt from payment of overtime and is compensated by compensatory time off at a time mutually agreed by the employee and the Division Commander. Whenever the employee, at the COUNTY'S direction, is reassigned a shift, or transferred to another assignment wherein the employee is required to work more than five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days, or three (3) consecutive twelve (12) hour days, such additional time worked shall be considered overtime and compensated at the rate of time and one-half (1.5) the employee's regular rate of pay.

The Division Commander will make every effort to schedule shift changes or reassignment with the least amount of additional shifts to be worked by the employee over the regular work week of five (5) consecutive days, four (4) consecutive days, or three (3) consecutive days.

Shift transition is defined as regular hours that an employee is unable to work due to shift rotation or transitioning to administrative leave. Shift transition is paid at the regular straight time rate of pay.

Section 3. Shift Rotation.

Shift rotation for Patrol Division, Corrections Division, and Records Section occurs every six (6) months with days off sign up occurring based on seniority. An employee wishing to transfer to patrol from any special assignment, division or position shall notify both their division commander and the patrol division commander, in writing, at least six (6) weeks prior to the start of the bump sign up.

Patrol/Records

For non-sergeant employees shift rotation and implementation occurs every six (6) months on the first day of the first payroll period in March and the first day of the first payroll period following Labor Day. Bidding for shift rotation for non-sergeants will be completed between August 3 and August 4 and between February 3 and February 4. Patrol Sergeants' shift rotation and implementation will occur fourteen (14) days prior to the dates set for non-sergeants. Shift bidding for patrol Sergeants will occur by August 1 and February 1.

Full Time Employees assigned to a temporary duty during the Spring/Summer that begins before June 1 shall bid for a shift in February and shall remain in their regular shifts until assigned.

Corrections

For employees of the Corrections Division, shift rotation and implementation occurs on the first day of the first payroll period in March and the first day of the first payroll period following Labor Day.

Bidding for Sergeants will be completed between August 1 and August 3 and between February 1 and February 3. Bidding for non-sergeants will be completed between August 5 and August 10 and between February 5 and February 10.

Section 4. Rotation Process.

At least ten (10) days prior to the start of the bidding for shifts, a list of personnel will be posted. The list will assign each employee a specific half (1/2) day, based upon seniority, on which each employee will make him/herself available for phone contact to select a shift and days off. The list will include a beginning and ending time for each day that calls will occur and selections accepted.

Each employee will be called in order of seniority to select his/her shift and days off. If the employee does not answer the phone, return a message or answer a page within one (1) hour, the bidding process will proceed past him/her. If/when the employee returns the call, s/he will select from the shifts and days off which are available at the time they called. If the employee does not return a call during the hours posted, his/her name will be placed at the top of the list on the following day. The employee will be called first on the next day. If s/he does not respond, the process will be repeated for subsequent days of the sign-up period.

If the employee is not going to be available, s/he will notify their watch commander or supervisor, in writing, of their top seven (7) choices for shift and days off. An attempt will be made to contact the person but if s/he cannot be contacted, s/he will be given the top choice available on the list s/he provided.

When an employee has been on paid or unpaid Administrative Leave status, due to allegations of internal violations or allegations of violations of law, for the thirty (30) calendar days prior to the start of the shift bidding day, the employee forfeits their position in the seniority based shift sign up. If the employee returns to duty status after the shift bidding period began, the employee will be assigned to a shift based on the needs of the department until the next regularly scheduled shift bidding.

Nothing in this section shall prevent the Union and/or Management from developing and applying technology to assist with improving the efficiency of the shift bidding process.

Section 5. Contract Cities.

1. Contract Cities Generally

Patrol Division personnel who wish to bid for assignments in contract cities shall follow the provisions of Article 6, Section 1, with the following additional requirements:

- A. All contract city assigned patrol positions shall be subject to specific written expectations for assignment to or maintaining assignment to a contract city. Those expectations shall be communicated to the employees. By mutual agreement, the city, the contract city Station Commander and/or appropriate Sheriff's Office Division Commander may reassign an employee in a contract city position if not meeting written expectations.
 - B. Unexpected vacancies shall be filled by the affected Division Commander temporarily until a selection for the vacant position can be made as set out in Section 1 above.
 - C. When the seniority shift bid is posted pursuant to Article 6, Section 1, the available shifts which are listed shall specify the work hours and days off. The duration of any assignment in excess of six (6) months must be indicated on the seniority shift bid posting.
 - D. Employees who are eligible and elect to rotate out of the contract city assignment shall notify both their Station Commander and the Patrol Commander in writing at least six (6) weeks prior to the start of the bump sign up.
2. Wilsonville and Happy Valley

All Wilsonville and Happy Valley Patrol Division positions shall be for a five (5) year length of time except for Traffic Units and School Resource Officers assigned to cities, which will be governed by the time frame established in the job announcement.

Employees have the option of leaving after completion of one (1) year in the assignment.

An employee's ability to promote or be assigned to special units shall not be limited by the employee's assignment to Wilsonville or Happy Valley.

3. Other Contract Cities

- A. All full-time Patrol Division positions assigned to other contract cities (for 30 hours per week or more) shall be for a two (2) year period of time with the option of leaving after one (1) year in the assignment except for Motors Unit which shall be subject to the regular semi-annual seniority shift-bid process.

An employee's ability to promote or be assigned to special units shall not be limited by the employee's assignment to contract cities.

- B. Full-time employees may not be bumped pursuant to ARTICLE 6, SECTION 1, prior to completion of the two (2) year commitment.

Section 6. Transfers

Employees who wish to transfer between Corrections and Patrol may do so upon successful completion of the recruitment process and submission and acceptance of the Request to Voluntarily Demote (See Appendix A).

ARTICLE 7- HOLIDAYS

Section 1. Holidays.

The following days shall be recognized and observed as paid holidays:

New Year's Day (January 1st)
Martin Luther King Jr. Birthday (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)

Section 2. Holiday Pay.

Eligible employees shall receive eight (8) hours pay for each of the holidays listed above on which they are not scheduled to work.

Section 3. Weekend Holidays for non-continuous operations.

Holidays shall be observed on any day within the same work week as the holiday if the employee has requested a day and received supervisor approval at least the work week prior to the holiday. However, if the employee has not received supervisor approval in the week preceding the holiday, the holiday shall be observed as follows: 1) On the Tuesday if the holiday was on a Monday for employees working a Tuesday through Friday schedule; or 2) on the preceding Thursday if the holiday was on a Friday for employees working a Monday through Thursday schedule.

Section 4. Holiday During Leave.

Should an employee be on authorized sick or vacation leave when a holiday occurs, no sick or vacation hours will be charged for that day.

Section 5: Holiday Worked.

If an employee works on any of the holidays listed above, he/she shall, in addition to his/her regular pay, be paid for all hours worked at the rate of time and one-half (1- 1/2) his/her regular rate of pay. For purposes of this sub-section only, holiday pay shall be equal to the scheduled shift. For example, if the employee is on a 8, 9, 10, or 12 hour day, they shall receive 8, 9, 10, or 12 hours of holiday pay respectively.

Section 6. Personal Leave.

Each employee shall receive two (2) personal leave days per calendar year. The length of each personal leave day is equal to the number of hours that employee is scheduled to work. Personal leave days cannot be used on a per hour basis. The personal leave days are non-cumulative in nature and must be used during the calendar year or they will be forfeited by the employee. The COUNTY cannot arbitrarily deny the use of a personal leave day. Any employee whose personal leave day(s) remains unused at the end of the calendar year because use of the day(s) was denied, the employee shall be compensated for the unused day(s) using the employee's regular rate of pay for an eight (8) hour duration. New employees shall be eligible for two (2) personal leave days after ninety (90) days of employment.

ARTICLE 8 - SICK LEAVE

Section 1. Accrual.

Employees shall accrue sick leave at the rate of eight (8) hours for each month worked, to be used in the event of illness or illness of a member of the immediate family. Sick leave shall be accrued without limit. Newly hired employees shall accrue eight (8) hours of sick leave each month after working thirty (30) calendar days. Employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue sick leave for the next month on the first day of that month as per the County's 11-Day Rule policy.

Section 2. Verification of Sickness.

Absence due to sickness in excess of three (3) days may require verification by a health care provider at the request of the Division Commander. Appropriate documentation may be required for absence of less than three (3) days if the Division Commander has reasonable suspicion (based upon a pattern of absences over a minimum of a three month period of time) that misuse or abuse of sick leave exists.

Section 3. Use of Sick Leave.

Employees may utilize sick leave for their own illness or that of a family member or as otherwise permitted by law. Employees may utilize sick leave when unable to perform their job duties due to health related reasons. Engaging in recreation, other employment, or other activities not related to ill health will be considered misconduct and the Sheriff may discipline employees engaging in such activities subject to the principles of Article 20, Discipline And Discharge. The use of sick leave shall be equal to the work day of the respective employee.

Section 4. Death.

Exclusive of regular sick leave, an employee shall be granted not more than three (3) consecutive workdays leave of absence with full pay in event of the death of a member of his immediate family. Where deemed necessary by the Sheriff, or designee, the employee shall be granted two (2) additional days with pay for travel time.

Section 5. Immediate Family.

An employee's immediate family shall be defined as spouse, parents, parents of the spouse, domestic partner, parents of the domestic partner, children, stepchildren, brother, sister, grandparents (of employee, spouse or domestic partner), grandchildren, sister-in-law and brother-in-law. Stepchildren, stepparents, or children of domestic partner residing with the employee, shall be included in the definition of immediate family. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the Sheriff or his designee upon request.

Section 6. Unused Accrued Sick Leave at Time of Retirement.

Pursuant to ORS 237.153, the County shall report all allowable sick leave hours to PERS upon separation from County employment.

Section 7. Sick Leave Donation.

An employee may donate accrued sick leave to another employee when the second employee (donee) does not or will not have adequate accrued sick leave to cover an injury or illness as long as the illness of the second employee qualifies under FMLA or the Oregon Family Leave Act (OFLA) guidelines. Sick leave hours shall be donated and used on an hour for hour basis.

Section 8. Pay and Subpoenas While on Leave.

An employee is not required to perform any work while on family medical leave or sick leave absence. The Sheriff's Office will not require an employee to perform any work while on family medical leave or sick leave absence, including attendance in court. However, the parties recognize that the Sheriff's Office cannot control the issuance of a subpoena by other parties. If an employee on such leave is subpoenaed for an appearance in a case arising out of official duties, and is unable to attend, the employee shall notify the person causing the subpoena to be issued. If the employee appears pursuant to the subpoena, they shall be compensated as set forth in this Agreement. If the Sheriff's Office's receives a lawful subpoena compelling the employee's court attendance, the Sheriff will make an attempt to contact the employee. It shall be sufficient for the Sheriff to call the employee's home telephone number or such other phone number that the employee leaves for such purposes, leaving a message if the employee is unavailable and there is an adult person with whom a message may be left or a device on which to leave such message. If the employee is unavailable and there is no person or device with which to leave a message, it shall be sufficient for the Sheriff to forward a copy of the subpoena to the employee by sending it to the employee's home or such other address that the employee provides for such purpose. No employee will be disciplined or counseled for failure to obey a subpoena which is served upon the employee during a County-approved family medical leave or bona fide sick leave absence.

ARTICLE 9 - VACATION LEAVE

Section 1. Accrual.

Employees having served in the COUNTY service for two (2) consecutive full calendar months, shall be credited with sixteen (16) hours vacation leave. Thereafter, vacation leave shall be accrued as follows:

- A. Less than five (5) years of continuous service, 140.4 hours per year, accrued at the rate of 11.7 hours per month. Vacation leave not to accumulate beyond 240 hours.
- B. Five (5) to ten (10) years, but less than ten (10) years of continuous service, 164.4 hours per year, accrued at the rate of 13.7 hours per month. Vacation leave not to accumulate beyond 240 hours.
- C. Ten (10) to fifteen (15) years, but less than fifteen (15) years of continuous service, 188.4 hours per year, accrued at the rate of 15.7 hours per month. Vacation leave not to accumulate beyond 320 hours.
- D. Fifteen (15) to twenty (20) years, but less than twenty (20) years of continuous service, 204.0 hours per year, accrued at the rate of 17.0 hours per month. Vacation leave not to accumulate beyond 320 hours.
- E. After twenty (20) years of continuous service, 219.6 hours per year, accrued at the rate of 18.3 hours per month. Vacation leave not to be accumulated beyond 360 hours.

Effective January 1 of each calendar year, accruals exceeding the maximum shall be reduced to the maximum. Vacation time shall be allowed to accumulate beyond the aforementioned maximum where the employee has requested vacation and such vacation request has been denied. Any vacation leave which would otherwise have been lost shall be taken as soon thereafter as the needs of the COUNTY and the availability of vacation relief allow. Employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue vacation leave for the next month on the first day of that month.

Section 2. Termination or Death.

After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his/her heirs whichever the case may be.

Section 3. Vacation Scheduling.

Employees shall be permitted to choose either a split (including less than a full day of vacation) or entire vacation. Whenever possible, if consistent with the needs of the COUNTY in conjunction with the availability of vacation relief, employees shall have the right to determine vacation time.

The COUNTY shall make available a vacation sign-up sheet twice each year;

1. For vacations occurring from the first full payroll period in March through the first payroll period following Labor Day (“Spring Bump”):
 - a. Non-Jail Staff: February 5 to February 10.
 - b. Jail Staff: February 11 to February 20.
2. For vacations occurring after the payroll period following Labor Day through the Friday before the March shift bid begins (“Fall Bump”)
 - a. Non-Jail Staff: August 5 to August 10.
 - b. Jail Staff: August 11 to August 20.

Any conflicts in requested vacation time shall be resolved by granting the requested time off to the employee with the most seniority.

The vacation schedule shall be frozen on :

- a. Non-Jail Staff: February 15 and August 15
- b. Jail Staff: February 21 and August 21.

Employees are not required to sign up to use vacation time during these two sign-up periods. An employee may request vacation at any time throughout the year provided, however, that for vacation scheduled other than during the February and August sign-up periods, seniority may be used to resolve conflicts only for vacations of less than one work week provided the employee exercises his/her seniority rights at least thirty (30) calendar days before the effective date of the vacation request.

The COUNTY must accept or reject an employee's request for vacation within seventy-two (72) hours of receipt of the request. The seventy-two (72) hour response time limit does not apply during the vacation sign up periods described above.

Section 4. Required Use of Vacation.

The Sheriff may require each employee to take a maximum of ten (10) days vacation within the employee's anniversary year.

Section 5. Commitment to Retire.

An employee who signs a commitment to retire within three years from the date such request is made shall be allowed to accrue vacation in addition to the provisions of Article 9 for the purposes of vacation payments upon termination of employment. The amount of vacation paid shall not exceed three (3) times the maximum accrual of vacation and shall be paid to the employee upon retiring from employment with the COUNTY. An employee making a commitment to retire shall specify the date of his/her retirement not more than three years into the future. If an employee does not retire on the date specified in the signed commitment to retire, he/she shall lose any accrued vacation in excess of the carry over limit set at 1080 hours.

ARTICLE 10 - OTHER LEAVES

Section 1. Leave of Absence.

Leaves of absence without pay for a limited period, not to exceed ninety (90) days, shall be granted by the Sheriff for any reasonable purpose, which is defined as bona fide educational purposes related to work or medically documented reasons. Such leave may be renewed or extended by the Board of County Commissioners. Reasonable purpose will not include engaging in other employment. The Sheriff may make exceptions for those whose purpose is to engage in temporary employment that is clearly in the best interest of the Sheriff's Office.

Section 2. Jury Duty.

Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service, in lieu of jury fees, excluding mileage reimbursement upon any day that they are scheduled to work. Employees will be required to call their watch commander when less than a normal work day is required by jury duty. The watch commander shall determine if the employee shall be required to report to work and shall take into consideration the travel time of the employee.

Section 3. Parental Leave.

Parental leave will be granted in accordance with all federal and state statutes and the Clackamas County Employment Policy and Practice.

Section 4. Educational Leave.

After completing one (1) year of service, an employee upon request may be granted a leave of absence without pay for educational purposes at an accredited school, when it is related to his employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee, when necessary.

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

Employees may also be granted leaves of absence with or without pay for educational purposes, for additional lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individuals skill or professional ability, provided it meets with the approval of the Sheriff.

Section 5. Family Medical Leave.

Family Medical leave will be granted in accordance with all federal and state statutes and the Clackamas County Employment Policy and Practice #10.

ARTICLE 11 - HEALTH AND WELFARE

Section 1. Accrual of Benefits.

A regular status employee working greater than or equal to 20 hours per week is eligible for medical benefits on the first of the month following the benefit waiting period described in Section 10.

Section 2. Medical-Hospital.

The COUNTY agrees to contribute toward the monthly composite premium at the existing dollar level for coverage defined in the Summary Plan Descriptions agreed to by the UNION and the COUNTY through December 31, 2011. Family coverage shall include dependent college students up to the age of twenty-five (25) and dependent coverage required under federal or state statutes. Employees will become eligible on the first day of the month following the benefit waiting period described in Section 10.

For the plan year effective January 1, 2015, the COUNTY agrees to pay 95% of the premium for Providence medical plans and the employee agrees to pay 5% of the premium costs. The COUNTY agrees to pay 100% of the premium for employees enrolled in the Kaiser medical plan.

For the plan years effective January 1, 2016 and January 2, 2017, the COUNTY agrees to pay 95% of the premium for Providence medical plans and the employee agrees to pay 5% of the premium costs. However, if the premium increases more than 10% in any one year, the County and the employees shall evenly split the increased costs above 10%. The joint committee identified in Section 12 shall be utilized as a method to control increased premium costs.

The COUNTY agrees to pay 100% of the premium for employees enrolled in the Kaiser medical plan. If the parties, while bargaining for a successor collective bargaining agreement, have not reached agreement regarding this Article 11, by September 30, 2017, the County will conduct an open enrollment process for health care coverage to be effective January 1, 2018, with the County agreeing to pay 95% of the premium costs for the Providence Plans and 100% of the cost for the Kaiser medical plan. This temporary increase in the County's contribution will satisfy the County's obligation to maintain the status quo for the medical plans while bargaining continues.

Section 3. Life Insurance.

The COUNTY agrees to contribute monthly an amount equal to the composite life insurance premium with death benefits of \$75,000 or the premium cost up to that amount for a comparable plan. Employees in a classified position, regularly scheduled for 30 or more hours of work per week, will become eligible on the first day of the month following the benefit waiting period described in Section 10. The Life Insurance program will provide an Accelerated Benefits option provision. The cost for the Accelerated Benefits Option will be picked up by the County.

Section 4. Dental Insurance.

The COUNTY agrees to contribute monthly an amount equal to the self funded composite dental program premium for the existing family coverage with the individual benefit of \$1,500 per individual per year, with orthodontic coverage (\$3,000) plan. The employee may also choose an alternative dental plan provided through Kaiser. Employees will become eligible on the first day of the month following the benefit waiting period described in Section 10.

Section 5. Long-term Disability Insurance.

The COUNTY agrees to contribute monthly an amount equal to the composite long-term disability insurance premium or the premium cost up to that percentage for a comparable plan. Benefits, including those from other sources, will equal 60 percent of up to \$3,333 in monthly salary after an elimination period of the first 30 days of each period of total disability or the exhaustion of accumulated sick leave, whichever occurs later. Employees will become eligible on the first day of the month following the benefit waiting period described in Section 10.

The COUNTY agrees to make available a supplemental disability insurance plan whereby employees may purchase additional coverage up to 60 percent of their base monthly salary subject to the approval of plan documents complying with the regulations of the Internal Revenue Code.

Section 6. Civil Insurance.

The present policy of providing insurance for all employees against civil suits covering insurable acts while in the performance of their duties will be continued.

Section 7. Surviving Spouse and Dependent Coverage.

The COUNTY agrees to provide spouses and dependents of deceased employees who were covered by this Agreement with medical and dental insurance as provided for in Sections 1 and 3 of this Article, for a period of twenty-four (24) months following the death of the employee. If, during the twenty-four (24) month period, the deceased employee's spouse becomes eligible for medical or dental insurance under another plan, the COUNTY provided insurance which is duplicated will cease on the inception date of the new insurance.

Section 8. Retiree Medical Benefits.

Three and one quarter percent (3.25%) of employee compensation as set forth in the appendices shall be placed into a fund to be administered by the Clackamas County Sheriff's Office Independent Retiree Medical Trust (subject to the agreement below) to provide medical benefits for retired eligible employees who have not yet become eligible for Medicare benefits. The Retiree Medical Trust shall have the sole responsibility and the right for determining the amounts of benefits to be received and the eligibility for receipt of those benefits, subject to the agreement below.

The purpose of the IRMT would be to administer the retiree medical benefits which are described in Article 11 Section 8 of the collective bargaining agreement and in the Agreement dated February 25, 2005 related to the Sheriff's Office Retiree Medical Fund.

- A. The County will continue to contribute funds at the rate set forth in Article 11(8) of the Agreement into an account designated by the Clackamas County Sheriff's Office Independent Retiree Medical Trust (IRMT). The County's obligation to contribute funds to the IRMT shall cease only upon written agreement by the County and the CCPOA.
- B. The County's agreement to contribute funds to the IRMT is not a guarantee:
 - 1. Of any particular level of retiree medical benefits to any individual or group of employees; or
 - 2. That in the event that the IRMT reduces medical benefit levels, the County is obligated to maintain retiree medical benefit levels or make up any difference in the level of retiree medical benefits.

Section 9. *Domestic Partners.*

Domestic partners, as described below, will be treated the same as spouses for purposes of medical, dental and life insurance programs described in this article, subject to Federal and State laws and regulations and completion of a notarized Affidavit of Domestic Partnership provided and approved by the Department of Employee Services – Risk & Benefits Division.

Section 10. *Benefits Waiting Period.*

Benefits shall become effective on the first day of the month following two (2) months of continuous employment. Continuous employment as related to health and welfare benefits shall be defined as being in a paid status during the entire benefits waiting period, except for an unpaid period not to exceed ten (10) working days, or eight (8) working days for employees on a four-day work week, or the prorated equivalent for part-time employees.

Section 11. *Plan Changes Required by Law or Insurance Carrier.*

The COUNTY shall act to update any mandated coverage or changes caused by Federal or State laws, rules and regulations or required by the insurance carriers. Unilateral changes in benefits initiated solely by the insurance carriers are subject only to impact negotiations with the UNION.

Section 12. *Joint Peace Officers/County Benefits Committee.*

Effective upon ratification of this agreement and in the open enrollment period following the ratification of this agreement, all Union employees shall participate in the benefit plan as agreed through negotiations between the Union and the County.

- (a) The Joint Peace Officers/County Benefits Committee shall have the responsibility to make recommendations regarding the level, scope, and design of benefit plans offered to employees for medical and vision coverage, dental coverage and for disability and life insurance. The primary emphasis in plan design shall be to provide a comprehensive, competitive benefit program at a reasonable cost. The Committee will investigate all options for providing insurance including forming an employee's benefit trust and/or partial self-funding. No changes will be made to benefit plans without the approval of the Union and County.
- (b) The Committee shall be comprised of an equal number of members from the Union and County. A non-voting County Commissioner will be invited to attend all meetings. The Committee shall meet at least quarterly, or more frequently if required. Decisions of the Committee will be made by a majority of votes. Absentee members will also be given the opportunity to vote.
- (c) The Committee shall make plan design recommendations for medical, vision, dental, disability and life insurance plans at least one hundred and twenty (120) days prior to the beginning of the following plan year. Any changes to plan designs must be through negotiations between the Union and the County.
- (d) The County shall provide administrative coordination and support for the Committee. The Committee shall be provided all financial information and related reports as may be available.
- (e) The Committee shall consider various options available to control increased premium costs.

Section 13. Health Reimbursement Account (HRA)

The County shall provide each employee covered by this agreement the opportunity to enroll in a Health Reimbursement Account (HRA).

The County shall pay the account fee up to \$1.50 per account per month for each active employee enrolled in a HRA/VEBA. The participating employee shall be responsible for the third party annualized investment fee.

Participating employees who have used at least forty (40) hours of vacation in the prior calendar year shall have all vacation time up to eighty (80) hours in excess of the annual cap, as referenced in Article 9(1), paid into their HRA/VEBA account.

Participating employees who are enrolled in the HRA/VEBA plan as of January 31, 2015 shall receive a one-time contribution of \$25 paid into their HRA/VEBA account by the second payroll period of February 2015.

ARTICLE 12 - WAGES

Section 1. Wages and Classification Schedule.

After ratification by both parties, employees shall receive a 2% cost of living increase effective the first day of the pay period after the ratification date.

In lieu of a retroactive pay adjustment, employees shall receive a signing bonus after ratification by both parties. The signing bonus will be based on the COLA percentage of an employee's gross pay earnings (base pay, overtime, longevity and incentives) from the beginning of the pay period closest to July 1, 2014, except that new incentives/add-to-pays are not part of this signing bonus.

Employees shall be compensated for the fiscal year 2015 – 2016 at 100% of the change in the CPI-W for each year with a minimum of 2.0% and a maximum of 4.0%.

Employees shall be compensated for the fiscal year 2016 – 2017 at 100% of the change in the CPI-W for each year with a minimum of 2.0% and a maximum of 4.0% .

An updated pay plan will be published by the COUNTY each year by July 1 on the Department of Employee Services website.

The Consumer Price Index (CPI) used in calculating wage adjustments shall be based on the Consumer Price Index--Urban Wage Earners and Clerical Workers (CPI-W), U.S. Cities Average for All Items, as reported by the U.S. Department of Labor, Bureau of Labor and Statistics. The change in the CPI-W shall be the indicator located in the "Annual" column of the "12 Months Percent Change" report. The COLA percentage will be sent to the Union President by April 1 of each year.

Section 2. Deferred Compensation.

An amount equivalent to four percent (4%) of the employee compensation as set forth in the appendices shall be placed into a deferred compensation plan for each employee, the plan to be administered by a provider with whom Clackamas County has contracted for deferred compensation services.

Section 3. Time of Service.

Step increases (merit raises), seniority and longevity pay for regular full-time employees, shall be determined on the basis of calendar months within which the employee has worked without interruption in service. "Interruption in service" shall not include those authorized leaves as set forth in this Agreement.

Section 4. Longevity Pay.

For every five (5) years of continuous COUNTY service, the employee shall receive \$59.98 per month longevity pay in addition to his normal compensation. Eligibility shall be based upon the number of continuous years of regular status County Service. Continuous service for the purpose of determining eligibility for longevity pay shall be service unbroken by separation from County employment that results in a changed date of hire. Upon ratification by both parties, the amounts shall increase by the amount of inflation determined in Section 1 above. On July 1, 2015 and July 1, 2016 the amounts shall increase by the amount of inflation determined in Section 1 above.

The calculation for longevity shall be based on the employee's service date minus thirty days. For example, if the service date is 5/16, for purposes of calculating longevity the date shall be 4/15.

Section 5. Field Training Officer Pay.

Any employee assigned the responsibility of a field training officer or a person supervising a field training officer shall receive premium pay in the amount of ten percent (10%) of his/her base pay for the length of the assignment.

The following classifications are eligible for Field Officer Pay:

- a) Corrections Deputy
- b) Corrections Sergeant
- c) Deputy Sheriff
- d) Sergeant
- e) Detective
- f) Community Service Officer
- g) Evidence Technician
- h) Office Specialist 1 & 2
- i) Any other classification which uses an approved Field Training and Evaluation Program (including the above listed).

Section 6. Computation of Hourly Rate.

The computation of the hourly rate included in the Salary Range Schedule and used to compensate employees working at a particular range and step shall be computed upon the following equation:

$$\frac{\text{Yearly Salary assigned to full time position}}{\text{Number of hours normally worked yearly in position}} = \begin{matrix} \text{dollars} \\ \text{per hour} \end{matrix}$$

$$\text{Continuous operations} = \frac{\text{Yearly Salary}}{2080 \text{ Hours per year}} = \begin{matrix} \text{dollars} \\ \text{per hour} \end{matrix}$$

Section 7. Bilingual Pay.

Any employee who is fluent in Spanish, Russian, American Sign Language, or a language agreed upon by the CCPOA and the Sheriff and in the course of the employee's duties uses that language, shall receive a 5.0% increase in his/her base salary.

Proficiency will be established by a DES-approved testing process and/or by the FBI. All costs for initial testing, documentation and retesting shall be borne by the Sheriff's Office.

Section 8. Records Unit Graveyard Shift Differential Pay

Employees in the Records Unit of the Support Services Division who work 51% of their scheduled work hours after 12:00 midnight shall receive a shift differential of \$1.00 per hour for all hours worked during their shift. If an employee is requested or required to

continue working at the end of their regular shift and has been receiving shift differential based on their graveyard shift, the employee will continue to receive the shift differential.

Section 9. Motor Deputy Pay

It is anticipated that Motorcycle Deputies will provide normal maintenance of their assigned motorcycles outside the Deputy's normal work hours. In consideration of this activity, employees working in the assignment of Motorcycle Deputy shall receive additional compensation equivalent to five (5) percent of their base salary for that period of time that the employee is functioning as a Motor Deputy.

In consideration of the additional compensation paid to Motor Deputies the Sheriff shall have the authority to move the Motor Deputies within the Sheriff's Office as needed for business reasons without a demand from the Union to bargain the decision or any pay issues from the move.

Section 10. K-9 Maintenance Pay

It is anticipated that Canine Deputies will provide maintenance of their assigned dogs, including feeding, grooming, some training and other normal dog maintenance responsibilities, outside the Canine Deputy's normal work hours. In consideration of this activity, Canine Deputies shall receive additional compensation equivalent to five (5) percent of the Canine Deputy's base salary for that period of time that the officer is functioning as a Canine Deputy. Additionally, Canine Deputies shall receive one (1) hour release time per working day.

ARTICLE 13 OVERTIME

Section 1. Overtime.

Time and one-half (1.5) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- A. All authorized work performed in any work day in excess of:
 - 1. eight (8) hours for employees on a 5-8 work schedule, or
 - 2. nine (9) hours in a nine (9) hour work day or eight (8) hours for a eight (8) hour work day for employees on a 9-80 schedule; or
 - 3. nine (9) hours for employees on a 5-9/4-9 work schedule, or
 - 4. ten (10) hours for employees on a 4-10 work schedule, or
 - 5. twelve (12) hours in a twelve hour work day, or eight hours in an eight hour work day, for employees on a 3-12/3-12 + 8 hour work schedule;

- B. All authorized work performed in excess of:
 - forty (40) hours in any work week for employees on a 5-8, 9-80 or 4-10 work schedule, or

- eighty-one (81) hours in the regular 14-day work period for employees on a 5-9/4-9 work schedule, or
 - eighty (80) hours in the regular 14-day work period for employees on a 3-12/3-12 + 8 work schedule;
- C. All authorized work performed on regularly scheduled days off. In the event an employee is required to work on a day off, the employee will be paid a minimum of four (4) hours at time and one-half.
- D. Employees working five consecutive days with eight hour shifts shall be paid time and one-half (1.5) for all work performed on the sixth (6th) and seventh (7th) day of their regular workweek. Employees working four consecutive days with ten hour shifts shall be paid time and one-half (1.5) for all work performed on the fifth (5th), sixth (6th) and seventh (7th) days of their regular work week. Employees working the 3-12/3-12 + 8 schedule shall be paid time and one-half (1.5) for all work performed: in their “short” week, on the days following their three regular work days; and in their “long” week, on the days following their four regular work days.
- E. On the day that daylight savings begins (“Spring Forward”) if an employee would be short one hour of work on their work shift, the employee shall either work an hour earlier than the start of their shift, an hour later at the end of their shift, or use a hour of accrued vacation or compensatory time in order to be paid for the entire shift. The employee shall notify their supervisor in the preceding payroll period of his/her preference. On the day that daylight savings ends (“Fall Back”) the employee will be compensated at the rate of time and one half (1.5) for any hours worked beyond their respective normal shift. The additional shift will be considered mandatory overtime.

Overtime pay under this Section 1 is subject to the limit of Section 2 relating to voluntary overtime and use of sick leave. Vacation leave and compensatory time used shall be considered hours worked for purposes of calculating overtime.

Hours worked which are an extension of a previously worked shift shall be paid at overtime at time and one half (1.5) for actual hours worked, except as maybe limited by Article 13(2).

Section 2. Forty hours worked requirement for voluntary overtime.

When an employee has not worked his/her regularly scheduled week, or 14-day work period for those covered by a 7(k) exemption, because of sick time, he/she will not be entitled to overtime pay, for shifts worked voluntarily, until after he/she has worked the regular required hours of that full week or 14-day work period. This section does not apply to sick time used by any employee due to workplace injury reported at time of occurrence, for the initial time loss only.

Section 3. Assignment of Overtime.

When vacancies created by sick, vacation or training leaves are to be filled, they will be filled by seniority among bargaining unit personnel under the following conditions:

- A. The UNION will encourage employees who want to work voluntary overtime to sign up for electronic communication as a way to be notified of staffing shortages on shifts in Patrol and Corrections Divisions. All electronic communication will occur between the hours of 0700 and 2100, seven days a week.

Overtime within the Corrections Division will be filled via posted CLASSweb lines until locked in under Article 13(3)(E). Once the lock in period has started (120 hours) available overtime will be posted via electronic communication method for each overtime shift.

1. Employees will have one (1) hour to call in if the overtime callout is less than four (4) hours away and two (2) hours if the overtime callout is more than four (4) hours away but less than twenty-four (24) hours away.
 - a. Vacant shift less than four (4) hours away – if one (1) hour has passed and the overtime has not been taken, the overtime shall be awarded to the first employee to call in regardless of seniority.
 - b. Vacant shift more than four (4) hours, less than twenty-four (24) hours away – if two hours have passed and the overtime has not been awarded, the overtime shall be awarded to the first employee to call in regardless of seniority.

 2. Employees will have the following time to call in if the overtime callout is 24 hours or more away:
 - a. 1st shift overtime will be locked at 5 PM before start of shift
 - b. 2nd shift overtime will be locked at 9 PM before start of shift
 - c. 3rd shift overtime will be locked at 9 PM before the start of shift
 - d. 4th shift overtime will be locked at 12 PM before start of shift.
 - e. If the vacancy is not filled by the deadline outlined in a-d of this subsection, notice of the available shift may be re-posted via electronic communication method and the vacancy will be filled on a first come-first served basis.
- B. If the electronic communication is unavailable or should an unforeseen issue arise, the Union and County agree to revert back to previously used manual callout procedure.
- C. The UNION will provide the COUNTY with a seniority list of employees twice a year to coincide with scheduled shift changes. The list will include hours and days of the week during which the employee will be available to work extra shifts. The list will also include the employee's primary and secondary contract telephone or pager numbers.
- D. When a replacement is needed for a shift vacancy occurring with less than two hours notice, the work will be offered first to those employees already on duty, by seniority, in classification. If no one elects to work the shift then calls will be made from the seniority list within classification. If no one in the classification where the vacancy exists wants to work the shift, then calls shall be made from

the seniority list to employees in classifications other than the classification where the vacancy exists.

- E. When more than two hours notice has been received of a vacancy that has been determined needs to be filled, the COUNTY must exhaust the overtime list provided by the UNION prior to filling the shift by any other means. Sign up will be seniority in classification. Bumping will be permitted with notice to the affected employee being the responsibility of the employee doing the bumping. Bumping will not occur when there is less than seventy two (72) hours (one hundred and twenty (120) for Corrections Division) before the start of the shift, regardless of seniority. Corrections Division employees may sign up for overtime in half-shift segments. A junior employee may not bump two senior employees who are each signed up for one-half of the same shift. If one-half of a shift is signed up for by an employee with less seniority than the employee desiring to bump, the bumping employee may bump for the whole shift or for the half-shift signed up for by the junior employee. The employee doing the bumping must also contact a supervisor to change the schedule. If a employee accepts overtime and later decides to decline the accepted overtime, the employee must notify a supervisor if the change if less than 72 hours exists before the scheduled shift commences. If less than twenty-four (24) hours exist before the scheduled shift commences, the employee must have authorization from a supervisor to be excused from working the shift. An employee, who fails to report for a scheduled shift, will be given an unexcused absence for failing to report to work. However, employees will not be charged an unexcused absence if unable to perform their duties due to health related reasons under Article 8 or an emergency situation and calls in to report their absence as required by Sheriff's Office practices or policies. Temporary loss of overtime sign-up privileges may be part of the progressive discipline issued to an employee failing to comply with this provision as follows: a first offense may result in a ten-day loss of overtime sign up privileges; a second violation within a year, a thirty-day loss; and a third violation within a year, a sixty-day loss.
- F. When overtime assignments occur for routine or special events (including emergencies that become routine) that do not require special unit supervision or special skill and training the COUNTY will use reasonable effort to notify employees of the available overtime. Sign up will be by seniority in classification. Bumping will be permitted with notice to the affected member being the responsibility of the member doing the bumping. Bumping will not occur when there is less than seventy-two (72) hours (one hundred and twenty (120) for Corrections Division) before the start of the shift, regardless of seniority.
- G. Replacement personnel shall come first from the same classification and division as the employee creating the vacancy, second from the same classification but different division and third, from a different classification.
- H. A temporary employee, hired on a 90 day basis, will only be used to replace personnel who are scheduled to be absent for more than 20 working days for employees working a 5/8 work schedule or 16 working days for employees working a 4/10 work schedule.

- I. The COUNTY and the UNION recognize it is not in the best interest of the COUNTY to have employees be required to work overtime. The COUNTY will continue its policy of reducing or eliminating the use of mandatory overtime.

Section 4 – DPSST Basic Academy Overtime

Employees enrolled in the DPSST Basic Academy will be paid at time and one-half (1.5) their regular hourly rate of pay for required activities, as described in Article 4 Section 12, exceeding 40 hours in any work week. This Section shall apply in lieu of Section 1 of this Article.

ARTICLE 14 - COURT APPEARANCES

Section 1. Time Outside Regular Shift.

All authorized time spent other than on his regular shift in criminal or civil proceedings, where his attendance is required, arising out of the performance of his official duties. Minimum time: Two (2) hours at the time and one-half (1.5) if on a regular workday and four (4) hours at the time and one-half (1.5) rate if on a regularly scheduled day off ;except that, employees assigned to graveyard shift shall receive three (3) hours for mandatory court appearances on a regular work day instead of two (2) hours. Graveyard shift is defined as half or more of the shift is worked after midnight.

Section 2. Overtime Pay While On Vacation.

Overtime pay while on vacation will be awarded as follows:

- A. If the member had an approved vacation/comp day scheduled before receiving a court subpoena, it will be handled as a day off under Article 14, unless the member elects to be credited the vacation/comp time actually spent in court.
- B. If the member requests a vacation/comp day for a day that he already has a subpoena, it will be handled as a work day under Article 14. If court time would be during his normal duty time, the member will have their vacation/comp hours adjusted hour for hour so that no vacation time will be lost.

ARTICLE 15 - CALL BACK

Section 1. Call Back.

Call back time, when authorized, will be paid at the rate of time and one-half (1.5). Minimum call back being two (2) hours at time and one-half (1.5).

Section 2. Call Out.

The COUNTY will provide Call Out pay for the following regular duty assignments within the Sheriff's Office: Detectives, Detective Sergeant, Crime Scene Investigations, Special Investigation Unit (Drug and Property Crime Sections), Interagency Task Force (CCITF) and Crash Reconstruction and Forensic Team (CRAFT). Call Out pay would not apply if the employee is engaged in collateral special assignment unit or duties, such as: HAZMAT, HNT, SWAT, BOMB, etc.

Call Out pay will be authorized at double time for employee's regular assigned days off. The following is added to clarify Article 15(2) and Article 4(6) and not intended to alter or otherwise change those articles. The double time pay rate applies whenever an employee is notified of the requirement to return to work during their off-duty weekend hours. The double time pay rate continues to apply for all work performed during the call out if it occurs during the employee's weekend hours. The initial response to the callout and subsequent follow-up investigations during the employee's weekend hours are considered "unplanned" events.

If an employee is notified during their normal work hours that they will be needed for work during their upcoming weekend off-duty hours, this would be considered a 'planned event' and the employee is entitled to be paid the overtime pay rate as contained in Article 13. When their work on the planned event is complete, the employee will return to off-duty status and subsequent call outs would be considered unplanned and the employee would be paid at the double time pay rate.

Call Out will be based upon unit assignment, case load, expertise, and availability. Minimum Call Out shall be for (4) four hours except when called out within four hours of the start of their regular shift in which case the double-time will be paid up to the start of the employee's regular shift. Call out is defined as an employee being contacted outside their regular work schedule and being called back to duty for an unplanned event. Example: Detective/Deputy assigned to day shift, Monday through Friday, receives an assignment after the end of his/her shift on Friday and before the beginning of his/her regular shift on Monday would receive Call Out pay at the double time rate.

Section 3. Pagers.

Both the COUNTY and the CCPOA recognize that notification of an emergency call out is greatly enhanced with the use of pagers and helps to facilitate expedient responses. Additionally, it is acknowledged that the carrying of department issued pagers during off duty time is voluntary.

Section 4. On-Call Emergency Management

Employees designated in writing to be on call shall receive one (1) hour of pay for each eight (8) hours on call. If called back they shall be paid at the rate of one and one-half times (1.5) their regular rate of pay.

ARTICLE 16 - TRAVEL PAY

Whenever an employee is required to report for work in any location other than his/her established place of work or whenever an employee, as part of his/her regular work is required to travel and transportation is not provided by the COUNTY, he/she shall be paid for the use of his/her personal transportation at the rate established by the Internal Revenue Service for reimbursement for business use of personal vehicle.

Established place of work shall be defined as any office, reporting station, or precinct maintained by or for the COUNTY in which employees are assigned to work either permanently, or on a temporary basis of 90 days or more.

Whenever the COUNTY opens a new office, reporting station, or precinct, or changes the location of an existing office, reporting station, or precinct, those employees who are affected by the move may exercise a seniority bump as provided in Article VI of this contract.

For required appearances within Oregon City, the employee shall use his/her own transportation without any reimbursement for the use of a personal vehicle or their own assigned take-home vehicle if available. The employee's work time commences when he/she reports to the designated location. For required appearances outside of Oregon City, an employee living closer to the location of the required appearance may elect to drive his/her personal vehicle directly to the location of the required appearance rather than reporting to the Sheriff's Office to obtain a COUNTY vehicle. Under such circumstances, the employee shall not be reimbursed for the use of his/her personal vehicle, however, the employee's work time commences when he/she leaves home for the required appearance. All other employees shall report to the Sheriff's Office to obtain a COUNTY vehicle to travel to appearances outside Oregon City. The employees work time commences with his/her arrival at the Sheriff's Office.

ARTICLE 17 - STANDBY PAY

Any employee required to be on standby duty shall receive six (6) hours pay for every twenty-four (24) hours of standby duty.

ARTICLE 18 - WORK ABOVE NORMAL CLASSIFICATION

Section 1. Working Out of Classification.

Whenever an employee performs any work for one-half or more of a shift in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the first step in the range assigned to the higher classification or a 5% increase, whichever is higher, unless said employee is being trained for a higher classification in accordance with an approved training and development plan.

Section 2. Special Assignment.

Deputy 103s working in Special Investigations Unit (SIU) or the Clackamas County Interagency Task Force (CCITF) will be eligible to be paid five percent (5%) above his/her regular monthly pay. Six (6) months after the employee starts working in the assignment, the Unit supervisor will evaluate the member's progress in becoming a productive unit member. The Unit supervisor will recommend one of the following: (1) granting of the pay increase, (2) withholding the pay increase and re-evaluating at twelve (12) months, or (3) removal of the individual from the assignment. If a member is re-evaluated at twelve (12) months, the Unit supervisor shall recommend that the pay increase be granted or recommend removal from the assignment. The Unit supervisor's recommendations will be forwarded to the Division Commander for review and approval.

ARTICLE 19 - TRAINING

Section 1.

Sworn employees shall receive a minimum of forty (40) hours of Sheriff's Office approved training per year, of which at least twenty (20) hours shall be DPSST approved training. The employee shall participate in training, including firearms training, at times set by the Sheriff or his designee. Employees required to participate in any training that exceeds the total number of hours in their regularly scheduled work week shall be compensated at the overtime rate for time spent in training, including commuting when required by the Fair Labor Standards Act or to flex their hours with approval of their supervisor.

Section 2.

Employees hired as Deputy Sheriff Recruit or Corrections Deputy Recruit will have a one-year probationary period, regardless of whether they are new hires or transfer from other COUNTY employment, in order to allow time for DPSST certification and post-training evaluation. Employees who have transferred or been promoted from within the Sheriff's Office may return to employee's previously held classification(s) if he/she is unable to complete his/her probationary period in a satisfactory manner and that previous position is open.

ARTICLE 20 - DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action may be imposed upon an employee only for just cause, using the principles of progressive discipline. Temporary pay reductions shall be limited to no more than two pay periods and a one-step reduction. Any discipline imposed which impacts the employee monetarily cannot be imposed without approval by the Undersheriff. Disciplinary action may take any of the following forms: oral reprimand, written reprimand, temporary pay reduction, suspension, demotion, or dismissal.

Appeals shall be processed through the grievance procedure starting at Step II within fifteen (15) working days of the effective date of the action.

Section 2. The COUNTY shall furnish the employee and UNION with a statement of charges in writing at the time of suspension, demotion or discharge outlining the specific reason for such action.

Section 3. If the COUNTY has reason to reprimand an employee, it shall not be done in manner that is likely to embarrass the employee before other employees or the public. Nor shall said reprimand be done in a manner personally demeaning of the employee.

Section 4. A probationary employee shall be afforded the opportunity to grieve pursuant to Article 21, Settlement of Disputes, of this Agreement; however, this shall not include any matter involving discipline and/or discharge. This provision applies only to an employee's initial probationary period with the COUNTY.

Section 5. An employee serving a probationary period as a result of appointment from a promotion list shall serve a probation of six (6) months, except for as outlined in Article 19, Section 2. A sworn employee who fails to qualify in the new position shall be reinstated to his/her former position. This provision does not provide for reinstatement to a Recruit position. A non-sworn employee who fails to qualify in the new position shall be reinstated to his/her former position if the position is open.

Section 6. Warnings, oral reprimands, written reprimands, and temporary pay reductions shall be considered stale after twenty-four (24) months and cannot be used as part of any disciplinary process. No material reflecting critically on an employee shall be placed in an employee's personnel file until the employee has been given the opportunity to sign indicating he/she has seen a copy of the material. The employee shall have the right to attach employee comments to anything placed in the employee's personnel file or Watch Commander's training file.

Section 7. No grievance material shall be kept in the personnel file other than grievances resulting from disciplinary action.

Section 8. Prior to any changes in the Sheriff's or the COUNTY'S policies on complaint and discipline procedures which are applicable to the Sheriff's Office employees represented by the UNION, the UNION shall be given notice of those changes and an opportunity to provide comment or demand to bargain on the changes before they are adopted to the extent required by the bargaining law.

ARTICLE 21 - SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure.

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP I. A UNION representative, with or without the employee; shall take up the grievance or dispute with the employee's immediate Division or Watch Commander within fifteen (15) working days of its occurrence. The Division or Watch commander shall then attempt to adjust the matter and respond to the representative within ten (10) working days.

STEP II. If the grievance has not been settled, it may be presented in writing by the UNION representative, or the Union Grievance Committee, to the Sheriff or his/her designee within ten (10) working days after the Division or Watch Commander's response is due. After receiving notification, the Sheriff or his/her designee shall respond to the UNION representative or the Grievance committee in writing within ten (10) working days.

STEP III. If the grievance still remains unadjusted, it shall be presented by the UNION representative, or the Union Grievance Committee, to the Board of County Commissioners, or its designees within ten (10) working days after the response of the Sheriff's Office is due. After receiving notification, the Board of County Commissioners or its designees shall respond in writing to the representative or Grievance Committee, within ten (10) working days.

STEP IV. If the grievance is still unsettled, either party may within ten (10) working days after the reply of the Board of County Commissioners is due, by written notice to the other, request arbitration. If the Sheriff's Office fails to adhere to the response time outlines above, such failure will allow the grievant to proceed to the next step in the process.

Any of the time periods set forth in this Article may be extended upon mutual agreement of the parties.

STEP V. Arbitration. If arbitration is requested, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of arbitrators shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of seven (7) arbitrators. Each party shall, in turn, strike one arbitrator at a time from the list until one name remains.

The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have authority to modify, add to, alter or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in so doing, he shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by him/her shall be borne by the party against whom the arbitrator's decision is adverse. However, the arbitrator shall have the power to require the parties to share in the expense of the arbitration proceeding in any proportion that the arbitrator deems reasonable.

If the Sheriff's Office fails to adhere to the response time outlined above, such failure will allow the grievance to proceed to the next step in the process. Any of the time periods set forth in this Article may be extended upon mutual agreement of the parties.

By mutual agreement between CCPOA and the County, grievance filed under the terms of this Article may be referred to mediation at any time during the grievance process. The CCPOA and the County agree to equally split the cost of such mediation.

ARTICLE 22 - MISCELLANEOUS

Section 1. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit. There shall be no discrimination against any employee in the bargaining unit as to age, sex, marital status, race, disability, color, creed, religion, sexual orientation, national origin, or political affiliation. The UNION shall share equally with the COUNTY the responsibility for applying this provision of the Agreement.

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

The COUNTY agrees not to interfere with the rights of employees to become members of the UNION, and there shall be no discrimination, interference, restraint, or coercion by the COUNTY, or any COUNTY representative, against any employee in or because of UNION membership or because of any other cause prohibited by law.

Section 2. Rules.

The COUNTY agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New UNION members shall be provided a copy of the rules.

Employees shall comply with all existing rules which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaints as to the reasonableness of any new rule or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section 3. Adequate Protection.

The COUNTY is dedicated to the principle of adequate levels of safety and service in the Sheriff's Office. In order that the County Commissioners may be informed and take appropriate action on professional standards of safety and protective equipment, a committee will be formed consisting of a representative of the Sheriff, a representative of the Commissioners, and a representative of the UNION. This committee will meet

quarterly, consider surveys and factual studies and make recommendations for change to the Commissioners.

Section 4. Copies of Collective Bargaining Agreement.

The COUNTY shall provide the UNION fifty (50) copies of the agreement, printed at the COUNTY'S expense along with an unprotected electronic copy in Microsoft Word format or equivalent.

ARTICLE 23 - USE OF RESERVE PERSONNEL

Section 1.

The COUNTY may maintain a Reserve Program. Typical or similar duties that may be assigned to Reserve Officers on a voluntary/paid basis include, but are not limited to: school athletic events, crime scene security, transporting prisoners within the Patrol Division only and traffic control (accidents/parades). Reserves may be used in conjunction with retirees and/or regular Sheriff's Office members for parks patrol and Lake Oswego Marine Patrol for the length of the 2011 – 2014 collective bargaining agreement and during the period of time utilized for bargaining of a subsequent contract.

Reserve Officers will not be allowed to replace regular fulltime corrections officers and/or regular fulltime deputy sheriffs due to vacant positions, any absences including, but not limited to, vacations, training, approved leave of absence or to temporarily fill any sworn bargaining unit position.

Reserve Officers may be allowed to work with regular fulltime employees on a voluntary basis and only with the permission of the regular fulltime employee to whom he/she is assigned. Reserves may be assigned with a fulltime employee and paid in emergencies situation, (i.e., acts of God, natural and man-made disasters, civil disorders within the county).

Section 2. The COUNTY and the Union agree that Reserve Deputy Sheriffs being hired to perform duties listed in Section 1 must be a graduate of the Clackamas County Sheriff's Academy or an equivalent law enforcement academy conducted in the state of Oregon.

Section 3. The UNION shall be provided by the COUNTY every quarter a list of all voluntary and paid duties and hours performed by reserves.

ARTICLE 24 - FAIR SHARE AGREEMENT

Section 1. The COUNTY and the UNION agree to a "Fair Share" agreement for all employees whose classification or job title is included in Article I, RECOGNITION, of this Agreement.

Section 2. In as much as it is required that the UNION represent every employee within the bargaining unit, making each employee thus a recipient of the UNION'S services, it is mutually agreed and recognized by the parties that each employee who, on July 1, 1977, or any date thereafter, is an employee of the COUNTY and a member of the bargaining unit set forth in Article I, RECOGNITION, to which the UNION serves as the bargaining agent, but who is not a member and chooses to remain not a member of the UNION, shall proportionately and fairly share in the cost of the collective bargaining process.

The COUNTY and the UNION jointly supervised an election by the employees in the bargaining unit, and a majority of those employees voted that non-members of the UNION who are in the bargaining unit shall pay his or her "fair share in lieu of dues-" Therefore, the costs per non-UNION employee is fixed proportionately at the amount of dues uniformly required of each member of the UNION, which amount shall be deducted each pay period from each UNION member and each non-UNION member's compensation and remitted monthly to the Treasurer of the UNION.

Section 3. Such uniform amounts as the UNION Treasurer certifies to the COUNTY as the monthly dues approved by the members of the UNION shall remain as the reasonable amount to be deducted there under.

Section 4. A like amount in lieu of dues will be automatically deducted from employees in the bargaining unit who have not signed an authorization form requesting UNION membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the Constitution and By-Laws of the UNION and by the majority vote of the membership. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

Section 5. Any individual employee objecting on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will inform the COUNTY and UNION of his/her objection. The employee will meet with the representative of the UNION and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular UNION membership dues to a non-religious charity.

Section 6. The COUNTY will not be held liable for check off errors but will make proper adjustments with the UNION for errors as soon as is practicable if notified within ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues check off, an updated list of eligible members of the bargaining unit will be delivered to the UNION.

Such lists shall include all members paying dues in the previous pay period.

ARTICLE 25 - WORKERS COMPENSATION

Section 1. All COUNTY employees will be insured under the provisions of the Oregon State Workers Compensation Act for injuries received while at work for the County. Both parties agree to the principle that the employee should suffer no financial disadvantage nor should the employee have a financial advantage by being in the disability status.

Section 2. The COUNTY shall compensate the employee from the County's Workers Compensation fund for on-the-job injuries where the claim has been accepted in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury and would have continued to receive had there been no injury. This wage continuation provision is subject to the following conditions:

- A. The day of injury shall be considered a workday, and the employee will receive his/her normal salary for that day.
- B. The waiting period as stated in ORS 656.210 will be charged to sick leave.
- C. The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State Law.
- D. While the employee is receiving wage continuation under this provision, he/she will continue to receive all other County health and welfare benefits he/she was enrolled in at the time of the injury unless prohibited by law, rule, and regulation or provider contract.
- E. If the absence due to injury is for a period of six (6) months or more, the injured employee must present to the Board of County Commissioners a physician's statement setting forth the nature of injuries, current condition, and anticipated length of absence or date of return. After said six (6) month period, it shall be at the discretion of the Board whether or not to continue payment and benefits beyond that guaranteed under the statutes governing Workers Compensation benefits. Full medical and dental insurance coverage shall be provided for a minimum of 12 months. Further coverage shall be at the discretion of the Board.

ARTICLE 26 - PART-TIME EMPLOYEE BENEFITS

Benefits for part-time employees covered by this Agreement shall be as follows:

- A. Employees working an average of twenty (20) hours per week shall receive health insurance coverage as if they were full-time employees.

- B. Employees working an average of thirty (30) hours per week shall receive dental insurance coverage as if they were full-time employees in addition to health insurance.
- C. Employees working an average of thirty (30) hours per week shall be covered by the County's life insurance and disability insurance policies in addition to health insurance.
- D. Part-time employees must serve a waiting period of four (4) calendar months in order to qualify for the above benefits
- E. Employees working less than full time will be eligible for PERS if they meet the requirements of ORS Chapter 237.
- F. Employees shall be credited with seniority, vacation and sick leave in an amount proportionate to that which would be accrued under full-time employment.
- G. Employees shall be eligible to receive merit/step increases and time in service for vacation accrual and longevity pay as of the first of the month based on accumulated calendar months of service.
- H. Employees shall receive paid holidays only for those holidays which are observed on days the employee is regularly scheduled to work.
- I. All other provisions of this Agreement not specifically modified above shall apply to part-time employees.

ARTICLE 27 - COMPENSATORY TIME OFF

If agreed to by an employee and his supervisor, compensatory leave may be taken in lieu of pay for overtime. Such leave shall not accrue beyond forty (40) hours.

ARTICLE 28 - PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1. Employer "Pick-up" of Employees PERS/OPSRP Contribution.

Eligibility for Public Employees Retirement System and Oregon Public Service Retirement Plan is subject to ORS Chapters 238 and 238A. The County agrees to pay employee's share of contribution on behalf of employees as set by Oregon legislature.

In the event that during the life of this agreement it becomes impossible for reasons of law, regulation or decisions for the County to pay the six percent (6%) employee contribution to PERS, then that sum shall be contributed on behalf of the employee to a retirement benefit, such as a state retirement account, County deferred compensation plan, or other individual retirement account. The intent of the parties is that the

employees will be made whole in terms of the six percent (6%) retirement contribution by the County.

Section 2. Notice of Intent to Retire.

Employees are requested to provide a ninety (90) day written notice of intent to retire.

ARTICLE 29 - LAYOFF

Section 1. This article is to apply to all employees covered by this collective bargaining agreement. Where the term "Sheriff" is used, it shall also refer to the "appointing authority" if an employee is in another Department.

The Sheriff may lay off an employee when the Sheriff determines it necessary to abolish a position or that a shortage of funds or work exists. Layoff shall be by specific job classification and shall be in ascending order (bottom to top) of an employee's seniority in classification, as described in this Article for purposes of layoff. An employee shall be given written notice of a pending layoff at least fifteen (15) working days before the effective date stating the reasons for the layoff and the fact that an election to displace another employee pursuant to Section 3 of this Article must be made within six working days of receipt of said notice.

Section 2.

Layoffs shall occur in the following manner:

- A. The Sheriff shall determine the specific positions to be vacated.
- B. The Sheriff will notify, in writing, all affected employees and the UNION at least fifteen (15) days prior to the effective date of the layoff of all employees in all affected classifications.

Section 3. Where an employee is laid off, including former bargaining unit members promoted to non-represented positions within the Sheriff's Office, that employee may elect to displace (bump) an employee in another job classification at the same or a lesser pay range provided that the employee is qualified to perform the duties of the position and the employee electing to displace another has a greater seniority as defined below. Layoff and bumping shall occur within a department only.

For layoff bumping purposes in sworn law enforcement positions, an employee's seniority shall be measured from the date and time they were hired or promoted into the class into which they are bumping and shall include all time as a Department employee in that classification, plus all time as a Department employee in any equal or higher classification, whether in a represented or non-represented classification.

For layoff bumping purposes in non-sworn positions, seniority shall be measured by the date and time of hire by the Sheriff's Office.

When layoff bumping occurs, the employee who is displaced is the employee within the job classification with the least seniority, measured from the date and time of hiring or promotion into that classification, including all time as a Department employee in that classification, plus all time as a Department employee in any equal or higher classification, whether in a represented or non-represented classification.

Employees who are reinstated from a layoff register retain previously accrued seniority, not including the time on layoff status while not working for the Sheriff's Office.

For purposes of this Article, for sworn law enforcement classifications, "qualified to perform the duties of the position", means that the employee has previously held the classification with this Department.

If an employee exercises a layoff bumping right to a position where they had not completed the probationary period, they must complete the remaining time in probationary status.

An employee who takes a voluntary demotion from a regular-status position as a Corrections Officer to a position as a Recruit Deputy Sheriff, or who takes a voluntary demotion from a regular status position as a Deputy Sheriff to a position as a Recruit Corrections Officer, and is then laid off, may elect to displace (bump) an employee in the higher classification previously held, if the employee electing to displace another has greater seniority as defined in this section.

Section 4. Employees who held training positions as Recruit Deputy Sheriffs or Recruit Corrections Officers and successfully transitioned to Deputy Sheriff or Corrections Officer classifications shall be credited with additional seniority for layoff and/or layoff bumping purposes as provided by the following rules:

(a) For employees who have held positions as Recruit Deputy Sheriff and/or Deputy Sheriff, seniority for layoff or layoff bumping into these classifications is measured from the earlier hire date in either of these two classifications;

(b) For employees who have held positions as Recruit Corrections Officer and/or Corrections Officer, seniority for layoff or layoff bumping into these classifications is measured from the earlier hire date in either of these two classifications;

(c) For employees who have been employed as a Recruit Corrections Officer and/or Corrections Officer prior to being employed as a Recruit Deputy Sheriff and/or Deputy Sheriff, seniority for purposes of layoff bumping into a position as a Recruit Corrections Officer or Corrections Officer includes all time employed in any of those positions. This "blended Seniority" under Section 4(c) of this Article applies only to bumping resulting from layoff, and not to the identification of positions for layoff under Article 29, Section 1. This paragraph applies in a similar manner to employees who have been employed as a Recruit Deputy Sheriff and/or Deputy Sheriff prior to being employed as Recruit Corrections Officer and/or Corrections Officer.

Section 5. When an employee displaces another employee under the conditions set forth above, the employee taking the position will be paid the rate of pay within the pay

range of the employee's new assignment which most nearly approaches the rate of pay actually earned in the job from which the employee was laid off.

Section 6. Employees who have been laid off or who have displaced another employee shall be placed on the layoff register, for the classification held at the time of their layoff, in order of layoff seniority including time spent in an equal or higher classification. Reinstatement shall be offered to those employees on the layoff list in descending order from top to bottom of layoff seniority possessed at the time of layoff prior to hiring any new employees. In other words, recall will occur so that the last employee laid off will be the first recalled.

Notice of recall shall be made by certified mail. Employees shall be responsible for keeping the COUNTY informed of their correct address. Failure to respond to such recall notice within five (5) calendar days of receipt of the notice shall cause loss of recall eligibility.

Employees recalled shall have accrued but unused sick leave at the time of lay off restored.

ARTICLE 30 - TUITION REIMBURSEMENT

Subject to a maximum of one thousand five hundred dollars (\$1500.00) per employee per fiscal year, the COUNTY will reimburse the employees for the cost of books and tuition for the completion of any approved course of study directly related to their job. Courses must be from an accredited institution such as a community college, college or university. Proof of successfully passing an approved course must be submitted prior to reimbursement. Exceptions must be approved by the Sheriff in advance of the course of study.

ARTICLE 31 - INCENTIVE PROGRAM

Section 1. Incentive Schedule.

In order to maintain and improve officers' law enforcement skills, as well as to increase the participation of officers in the life of the community, the County will implement an incentive program consisting of training and community service, Department of Public Safety Standards and Training certification, superior firearms qualification and supervisory certification as follows:

INCENTIVES	Monthly Amounts 7/1/14 (increase = to % increase in base)
DPSST Intermediate Certification	\$ 37.80
DPSST Intermediate Certification w/Bachelors	\$ 64.24
DPSST Intermediate Certification w/Masters or Ph.D.	\$ 75.58
DPSST Advanced Certification	\$ 82.89
DPSST Advanced Certification w/Bachelors	\$ 140.90
DPSST Advanced Certification w/Masters or Ph.D.	\$ 165.73
Range Qualification	\$ 37.80
Educational/Community Service @ 75 hrs	\$ 119.75
Educational/Community Service @ 50 hrs	\$ 82.89
Educational/Community Service @ 25 hrs	\$ 41.43
Supervisory Certificate	\$ 94.48
Supervisory Certificate w/Bachelors	\$ 160.65
Supervisory Certificate w/Masters or Ph.D.	\$ 189.87
Community Service Officers w/AA degree	\$ 37.80
Community Service Officers w/BA degree	\$ 82.89

Such amounts shall increase by an amount equal to the adjusted CPI increases as per Article 12 – Wages on July 1, 2015 and July 1, 2016.

Section 2. Firearms Proficiency Pay.

Sworn members of the Sheriff's Office who are members of the bargaining unit may participate in the annual firearms proficiency program. To receive firearms proficiency

pay, a member must score a minimum of 85% on the annual spring firearms qualification course. The content/criteria of the test will be determined by CCSO Firearms Training Unit subject to approval by the Undersheriff. The member may fire for proficiency pay only one time per year and there will be no make up courses. This restriction is necessary because members will be firing a portion of their regularly issued yearly firearms ammunition. The COUNTY shall pay for all authorized fees incurred at the firing range.

A member who scores a minimum of 85% on this qualification will receive additional compensation as described above effective the pay period following qualification. This pay will remain in effect for one year, or until the effective date of the next annual spring firearms qualification whichever is later.

Section 3. DPSST Certification.

Members who obtain a DPSST Intermediate Certificate in law enforcement or corrections will be paid additional compensation as described above.

Members who obtain a DPSST Advanced Certificate in law enforcement or corrections will be paid additional compensation as described above.

Certification pay will commence effective the pay period following submission of a successful application for certification to DPSST.

Section 4. Education and Community Service Pay.

All members of Clackamas County Sheriff's Office who are members of the bargaining unit are eligible to participate in the Education and Community Service Program.

Members who accumulate 25, 50, or 75 hours of community service and/or training credits annually in any combination will receive additional monthly compensation as described above. This incentive pay is not cumulative and members are eligible for one level only.

Members wishing to participate in the education/community service program must receive prior approval of their choices of volunteer activities or outside training.

Members will receive 10 hours credit for each successfully completed quarter hour of college credit classes.

Education credits will normally be granted for any college training that is job-related. Credits will also be awarded for non job-related college courses if they are required courses as part of a degree program in a job-related field. Approved jobs related training courses attended during off duty hours will count towards training points.

The Community Service Incentive Program is separate from the Tuition Reimbursement Program. The fact that a training or college course is approved for training points does not necessarily mean that it will be approved for tuition reimbursement.

Sworn employees in the Patrol Division who volunteer to participate in the "Citizen Ride Along Program" shall receive credit for twenty-five hours of the Educational/Community Service requirement of the incentive program.

Community service credits will normally be granted for all volunteer work assisting a government agency or any non-religious charitable or civic organization which is either supported by United Good Neighbors/United Way, supported by the Clackamas County Peace Officers Benevolent Foundation, or approved by the Sheriff.

Other than for the "Citizen Ride Along Program", community service credits will not be approved for compensated activities such as military reserve duty and training.

Education and community service hours will be compiled by the Training officer and submitted to payroll prior to June 15 each year. Pay for community service and training will commence with the first payroll period in July and will continue for a period of one (1) year.

Section 5. Supervisory Pay.

Employees who complete the DPSST Supervisory Certification Program shall be granted additional compensation as described above.

Section 6. Community Service Officers.

Community Service Officers who attain an Associates degree shall be paid additional compensation as described above. Community Service Officers who attain a Bachelor's degree shall be paid additional compensation as described above. Community Service Officers applying for compensation by way of this section shall have completed their degree work in a law enforcement field or an approved course of study related to a law enforcement career.

Section 7. Detective/Evidence Technician Incentive Pay Program.

Description. A Detective/Evidence Technician Incentive Pay Program shall be established which is additional pay that is based on the employee's base rate of pay and is not associated with the salary grade assigned the Detective or Evidence Technician classification. This Incentive Pay Program is designed to reward qualified Detective or Evidence Technician employees. This program is limited to employees within the Detective or Evidence Technician classification who are performing the typical Detective or Evidence Technician duties and responsibilities.

Amounts of Incentive Pay. This is a tiered incentive pay program:

- 2.5% 5-10 years of Detective or Evidence Technician "in grade" service
- 5.0% 10 years or more of Detective or Evidence Technician "in grade" service

Review Time Period. Incentive pay will be based on previous year employee evaluation and be paid to eligible employees beginning July 1, 2003.

Qualifications.

Criteria 1. Length of Service as Detective or Evidence Technician.

Employees are eligible for this incentive pay program upon serving 5 or more total years as a CCSO Detective or Evidence Technician. Only Detectives or Evidence Technician at the top step of Detective or Evidence Technician pay are eligible.

Criteria 2. Rotation Within Various Units of Detective Division. Detectives may be rotated through the various units (currently Major Crimes, Child Abuse Team and Property Crimes) when necessary to suit the needs of the Sheriff's Office. Seniority is still a consideration with regard to shift schedules and days off.

Criteria 3. Exceeds Expectations. The standard performance evaluation form will be used to evaluate and document the employee's performance for the year. An employee must receive a specific "Exceeds Expectations" rating on their performance evaluations, and have the required time in grade to be eligible to receive the incentive pay.

Detectives or Evidence Technician will be evaluated on the following: report reviews, investigative audits, case reviews, training file contents and supervisory input. Other considerations may include: response (when available) to the needs of the Sheriff's Office while off duty, assisting uniform personnel in the field when on duty and available, closely monitoring dispatch calls for service while on duty and in the field, attending required training (unless excused), and assisting with the training needs of the Sheriff's Office when requested.

Appealing Decisions of "Does not Meet Criteria". If an employee does not qualify for the Incentive Pay Program because his/her evaluation was below the rating criteria set forth above, then the employee may question the determination. Management would typically follow its chain of command in responding to the employee starting with a Lieutenant then up to the Division Commander. The Division Commander's decision is final. The UNION agrees that the employee has no further avenue for review and can not use the grievance process. An employee should check with his/her supervisor midway through his/her evaluation period and inquire as to his/her performance.

Changes to Incentive Plan. Any alterations to this plan deemed necessary will only be made through negotiations between the COUNTY and the UNION.

Section 8. Detective Sergeant Incentive Pay

Sergeants assigned to the Detective Division shall receive additional compensation equivalent to five percent (5.0%) of their base pay for the length of their assignment.

In consideration for the additional compensation given to Sergeants assigned to the Detective Division the Sheriff shall have the authority to move the Sergeants within the Sheriff's Office as needed for business reasons without a demand from the union to bargain the decision or any pay issues from the move.

ARTICLE 32 - EQUIPMENT

Section 1. Repair or replacement of personal property or equipment.

The COUNTY shall repair or replace an employee's personal property or equipment which the COUNTY requires the employee to have while working for the COUNTY and which is lost, damaged or stolen beyond usable or safe operating quality in the line of duty except as such is due to the employee's negligence.

Section 2. Vests.

The COUNTY shall provide sworn employees with either a vest rated at Threat Level IIA (with sharp object protection) or Threat Level IIIA flexible (with side panels) at the employee's option. The vests shall be replaced per the manufacturer's warranty of performance guidelines (currently 5 years). So long as the vest satisfies the required threat level, the County shall have discretion in selecting or approving vests including matters such as the supplier, price, make or model of the vests. If a qualified employee wants a vest not selected or approved by the County, it shall be the employee's responsibility to pay any differences beyond what the County will pay.

Section 3. Equipment Reimbursement

Effective January 1, 2016, the COUNTY will reimburse sworn uniformed employees in an amount up to ninety (90) dollars per calendar year for the purchase of belts, holsters, footwear, gloves, flashlights, handcuffs, radio equipment, vest upgrade, duty belt gear and approved uniform apparel with insignia that is not provided by the Sheriff's Office (hats, uniform sweaters, external vest carriers and mock turtle necks) to be used in carrying out their assigned duties. The employee shall provide to the COUNTY proof of purchase for the equipment items to receive the reimbursement.

Requests for reimbursement with original receipt(s) attached shall be submitted between January 1 and January 15 for equipment purchased in the previous calendar year.

ARTICLE 33 - CLEANING AND CLOTHING ALLOWANCE

Section 1. Uniform Cleaning.

Employees required to wear a uniform shall be paid \$20 per month as a cleaning allowance.

Section 2. Clothing Allowance.

Detectives shall receive a uniform allowance of \$600 per year, which shall be paid at a rate of \$50 per month on the first paycheck of each month.

ARTICLE 34 - LEGAL FEES

Section 1. The COUNTY agrees to reimburse bargaining unit members (employees) for the reasonable, usual, and customary legal fees and costs charged by an attorney as a direct result of criminal charges, investigation of use of deadly force, or a grand jury appearance against the employee arising out of the employee's involvement in the scope of the regular performance of his or her duty as an employee for the County. The County's obligation of reimbursement is subject to the following:

- A. To receive reimbursement under this Article, the employee must select an attorney from a list of attorneys that have been mutually agreed upon by the Union and the County Counsel. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this agreement, the Union shall submit to the County Counsel, the names and professional biographies of the attorneys the Union proposes for inclusion on the list. If the County Counsel does not object in writing to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent the employee, the employee may obtain another attorney of his or her choosing; however, the County's obligation to reimburse will arise only if the County Counsel receives written notice of the selected attorney from the Union within five (5) working days of the employee or Union learning of the lack of availability of an attorney from the predetermined list. Following the initial meeting between the employee and the attorney, the Union shall arrange for the attorney to provide the County at no cost to the County a preliminary estimate of the anticipated legal fees, costs, and expenses. This preliminary estimate shall be directed to the County Counsel, the Sheriff, Risk Management, and the Union.
- B. Before becoming obligated under this Article, the County shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. If the County, in its discretion feels the charges exceed the reasonable, usual, and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as the County's obligation under this Article. Under no circumstances shall the provision of this Article give rise to a claim of any sort against the County by the attorney retained or selected by the Union member.
- C. Reimbursement will not be made in those instances where:
 - 1. The employee is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident; or
 - 2. The County sustains disciplinary charges on the basis of the employee's actions, which formed the basis for the possible criminal liability, and the

County's sustaining of the charges is upheld in all or part on any grievance or appeal of discipline; or

3. The employee resigns from employment following notification that criminal charges, grand jury proceedings, a disciplinary investigation or disciplinary charges are pending.

D. The County shall have no obligation to reimburse an employee, the Union, or counsel for the Union for legal fees or costs in any instance where the employee or the Union elect to have counsel for the Union represent the employee involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding.

E. Any reimbursement required by the County shall be made only at the conclusion of all criminal and disciplinary proceedings against the employee relating to or arising out of the incident and are subject to the following monetary maximums:

1. Legal fees relating to a grand jury investigation and/or appearance: \$7,500.
2. Legal fees relating to post-grand jury indictment or other charging instrument: \$15,000.

Section 2. The County recognized that it is not entitled to the work product of the attorneys involved in this program. The County recognizes there exists an attorney-client privilege between the attorney and the employee.

Section 3. This Article will apply only to legal fees incurred after the date this contract is signed for cases that begin after that date.

ARTICLE 35 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or portion thereof, directly specified in the decision; upon the issuance of such decision of the Court, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

ARTICLE 36 - ASSOCIATION RIGHTS

Section 1. Union Executive Board.

Employees selected by the UNION to act as Union representatives for grievance processing and other labor matters, shall be known as the UNION Executive Board. The names of employees so designated shall be certified in writing to the COUNTY by the UNION.

Section 2. Executive Board Release Time.

The Executive Board members certified by the UNION may investigate and process grievances and other labor related matters during working hours, within reasonable limits, and without loss of pay, providing it does not conflict with Sheriff's Office operations. In order to ensure that there is no conflict with Sheriff's Office operations, an absence from duty for the purposes of investigating and processing grievances or other labor related matters, must be approved in advance by a Lieutenant.

Certified Executive Board members may attend regular Executive Board meetings during working hours without loss of pay. Regular Executive Board meetings are typically scheduled for one hour on a monthly basis, however, meetings may last up to 90 minutes due to the press of business. The UNION may also from time to time schedule a second regular meeting in any individual month. The UNION will provide notification to the COUNTY of the date and time of Executive Board meetings held during working hours.

The UNION will exercise care to cooperate with the COUNTY to make sure there is no undue disruption to COUNTY operations caused by the operation of this section.

To accommodate the availability of the Association President to perform Union/County business, at the mutual agreement of the Association President and the Sheriff, the Association President will be assigned to a shift which includes a majority of its hours Monday through Friday, 8:00 a.m. to 5:00 p.m. Prior to the commencement of the shift bid, the President will meet with management to determine the President's shift assignment.

The UNION shall have the right to have a bulletin board and a mailbox in each facility occupied by the Sheriff's Office.

Section 3. Union Negotiating Committee.

Employees selected by the UNION to act as Union representatives for negotiations, shall be known as the UNION Negotiating Committee. The names of employees so designated, up to a total of five (5) employees, shall be certified in writing to the COUNTY by the UNION.

Section 4. Negotiating Committee Release Time and Paid Bargaining Time.

Negotiating Committee members may attend negotiation sessions and caucuses held at the same site up to one hour before and during the sessions without loss of pay if held during working hours. If such negotiation sessions or caucuses are held outside of the member's working hours, the member will be paid at the member's regular rate of pay

including overtime if applicable. Paid time or release time for negotiating sessions or caucuses will include all time in mediation sessions.

Section 5. COUNTY- UNION Meetings.

The COUNTY or its designee(s) may meet at mutually convenient times with the UNION Executive Board, Negotiating Committee or UNION officers. All meetings between the COUNTY or its designee(s) and the UNION shall be held during working hours whenever possible and without loss of pay. The purpose of the meetings may be to discuss issues which would improve the relationship between the parties.

ARTICLE 37 – LIGHT DUTY

Section 1.

Employees have an ongoing responsibility to notify their supervisor if they are unable to fully perform their regular duties due to injury or illness. The nature of sworn law enforcement positions requires that each officer be physically able to assist fellow officers in time of need. Employees are not required to inform their supervisor of confidential medical information, only the limitations that have occurred because of a medical condition. The County may verify medical information but must do so in a manner that protects medical confidentiality and complies with federal law (HIPAA) and EPP #42 (Employee Records).

Section 2.

Training, and specifically defensive tactics training, is an integral part of regular job duties for sworn law-enforcement personnel. Limited participation in defensive tactics training, sometimes referred to as “tape and play,” is a mutually accepted practice that enables an employee to participate in limited defensive tactics training while simultaneously identifying injuries that must be protected from aggravation during the training activity. Where no physical participation in defensive tactics training is possible due to the extent of illness or injury, mere observation of the training is not an effective means of participation. Employees will be expected to participate in the next scheduled training after their illness or injuries have resolved.

Section 3.

Issues of fitness for duty, including fitness for defensive tactics training, cannot be resolved without the involvement of trained medical professionals who are both knowledgeable about the extent of illness/injury and the specific job duties or training activities of the individual. Questions of fitness for duty will be referred to medical professionals using the County’s standard procedures.

Section 4.

In the interim time period while waiting for the involvement of trained medical professionals to be completed, decisions about fitness for duty must be made by supervisors, based on their observations and on the information provided by employees. Fitness for duty issues (other than minor injuries) should be addressed, wherever possible, on an ongoing basis and prior to the day of scheduled defensive tactics training.

Section 5.

The rigorous nature of job duties in sworn positions at the Sheriff's Office creates the need for additional light duty opportunities, over and above the standard County policy limiting light duty to 90 days except in unusual circumstances (EPP #9). For this reason, an additional 90 days of light duty will be available to employee in sworn positions (for a total of 180 days), upon application to the Sheriff and his approval of such additional light duty. Approval will be contingent on continued available light duty. The Sheriff will grant the additional light duty where (1) it appears to be medically necessary and (2) there is a reasonable probability that the additional light duty will allow the employee to return to regular duty. Light duty for sworn personnel in the Sheriff's Office will be limited to 180 days total, except in unusual circumstances to be determined at discretion of the Sheriff.

ARTICLE 38 – DEPUTY MEDICAL EXAMINERS

Section 1. Application of Article

This article shall apply to all Deputy Medical Examiners (DMEs) including the Senior Deputy Medical Examiner.

Section 2. Workweek

DMEs will work a schedule of forty-eight (48) hours on duty and ninety-six (96) hours off duty. In each twenty-four (24) hour period, twenty hours will be considered on duty, with four (4) hours for rest periods. For payroll purposes, this workweek will be considered as consisting of forty (40) standard paid hours.

In each twenty four (24) hour work period, a DME is required to be in the office for twelve (12) hours in the following manner: 1) from 0700 to 1800 each day and 2) the remaining hours to be spent at the monthly three (3) hour staff meeting/case review. If a DME cannot make the Staff Meeting/Case Review, they shall be required to use appropriate leave time, or may flex their schedule with the prior approval of management.

If a DME can document that they have worked for twenty (20) hours without breaks or meal periods, they shall be entitled to be paid overtime at the overtime rate as outlined in Section 8 below for each hour worked in excess of twenty (20) up to twenty-four (24). If such time crossed into their next scheduled twenty-four (24) hour work period, they shall return to straight time.

A DME must take an eight (8) hour rest period after their forty-eight (48) hour duty period prior to working overtime, unless approved by management. All overtime must be pre-approved by management. If a case comes in within three (3) hours prior to the end of a DME's shift, management, in discussion with the DME, will decide who will be assigned the case.

The working supervisor will take calls and complete that investigation during his/her shifts when the assigned DME for that shift is on leave or is working another case and cannot respond.

Section 3. Standby Pay

When a DME is on leave, the hours not covered by the working supervisor will be offered as standby duty to the remaining DMEs based on seniority, with the most senior employee being offered first.

DMEs shall be paid four (4) hours straight-time pay as outlined in Section 8 below for every twenty-four (24) hours of standby duty, or one (1) hour straight time pay for every six hours of standby. If the DME is required to respond to a call, regular overtime rules shall apply, pursuant to Article 31 of this contract but paid as describe in Section 8 below.

While on standby, DMEs will be required to carry and respond to a pager, cellular phone, or phone calls, and report to work if directed to do so.

Section 4. Call Back Pay

DMEs that are called to physically report to a worksite outside of their regular forty-eight (48) hour shifts (that is, hours outside of a scheduled shift) will be paid for actual time worked, in fifteen minute increments, with a minimum of two (2) hours at the rate of pay as outlined in Section 8 below.

Actual time worked during call back hours will be paid at the rate of pay as outlined in Section 8 below, except phone call pay as set forth in Section 5 and Section 8 below. The overtime rate will be paid only up to the start of the regular shift.

Section 5. Phone Call Pay

DMEs who answer work-related phone calls, pages, or electronic messages after work hours (while on standby outside regular work hours), will be paid for actual time worked at the rate of pay as outlined in Section 8 below. If the phone call is fifteen (15) minutes or less, the DME shall be paid for fifteen (15) minutes at the rate as outlined in Section 8 below.

Section 6. Leave Hours

Vacation leave will consist of twenty (20) hours per day. Sick leave will consist of twenty (20) hours per day. Holidays will be paid at twenty (20) hours per day.

Section 7. Deputy Medical Examiner Supervisor

It is recognized that the County may rely on the DME Supervisor for after hour phone calls, pager, or electronic messages. However, when there is only one DME on shift and that DME is absent from work, the DME Supervisor will offer any call-back to the remaining bargaining unit staff on a seniority basis before performing the work himself or herself.

Section 8. Rates of Pay.

It is recognized that due to the non-standard schedule that is worked by the Deputy Medical Examiners, the following formulas will be applied to their rate of pay:

- a) Standby, Vacation, Sick, Holiday, Bereavement and Training shall be paid at the regular rate of pay x 1.23075
- b) Call Back, Phone rate, and other overtime shall be paid at the regular rate of pay x 1.846125

ARTICLE 39 – EAP/Psychological Review

The Sheriff or designee may, with cause, order any employee to consult with EAP as necessary. The results of the consultation shall remain confidential except that the EAP will contact the Department of Employee Services' Integrated Disability Analyst to confirm the employee's consultation. The appointments will be on paid straight time.

ARTICLE 40 - TERMINATION

Section 1. Except as otherwise provided, this agreement shall become effective as of the date it has been ratified by both the County Board and the Union membership and shall remain in full force and effect until the 30th day of June, 2017 or until a subsequent contract is negotiated. This Agreement shall automatically reopen on March 1, 2017 for negotiations. If negotiations of a successor agreement are not concluded by July 1, 2017, this agreement shall automatically continue until such time as the successor agreement is concluded.

Section 2. This Agreement may be amended at any time by mutual agreement of the UNION and COUNTY; such amendments shall be in writing and signed by both parties.

IN WITNESS THEREOF, the parties hereto set their hands thus _____ day of _____, 2015.

FOR THE UNION

FOR THE COUNTY

Stephen Steinberg
President, CCPOA

John Ludlow
BCC Chair

Anil Karia
Attorney

Mary Raethke
Recording Secretary

Jason Ritter
Vice President

Craig Roberts
Sheriff

Rich Sneath
Vice President

Matt Ellington
Undersheriff

Jeff Burlew
Vice President

Kevin Layng
Chief Deputy

Mike Copenhaver
Sergeant

Jeff Smith
Patrol Lieutenant

Jesse Ashby
Sergeant

Lee Eby
Corrections Captain

Christina Thacker
Assistant County Counsel

Jennifer Joslin Brown
Human Resource Analyst

Nancy Drury
Chief Negotiator

Appendix A
CLACKAMAS COUNTY SHERIFF'S OFFICE REQUEST TO VOLUNTARILY DEMOTE

NAME:	(Last)	(First)	(MI)
EMPLOYEE ID:			
CURRENT CLASSIFICATION:		<input type="checkbox"/> Corrections Deputy (121) <input type="checkbox"/> Deputy Sheriff (103)	
REQUESTED CLASSIFICATION:		<input type="checkbox"/> Corrections Deputy, Recruit (120) <input type="checkbox"/> Deputy Sheriff, Recruit (119)	

In order for this request to be considered, the employee must meet the following requirements:

- On a current eligibility list for Requested Classification.
- Completed 18 months as a Corrections Deputy (121) or Deputy Sheriff (103) level.
- Current (within the preceding 12 months) Sheriff's Office performance appraisal on file which rates employee's performance as meets or exceeds standards in all areas. Please attach performance appraisal to this request.
- No disciplinary action on file within the last 24 months.

If my request to voluntarily demote is approved, I understand that my employment status will change in the following ways:

- While in training and performing work described in the Recruit classification indicated above, I will be placed into the Recruit classification identified as Deputy Sheriff, Recruit (Vol Dem) or Corrections Deputy, Recruit (Vol Dem).
- My pay rate will be reduced to salary grade POA 16D, Step 5 which is equivalent to Corrections Deputy 121/Deputy Sheriff 103 POA 20, Step 1.
- My training (DPSST/FTEP/Other training requirements) will be completed within 12 months unless extended by Division Commander.
- Upon successful completion of training, I will be promoted to Corrections Deputy 121/Deputy Sheriff 103, salary grade POA 20, Step 2.
- My next merit eligibility date will be first of the month following six (6) months from the date of promotion. My merit eligibility cycle will be every six (6) months until I have reached the Step held prior to my voluntary demotion, after which I be eligible to receive merit increases every twelve (12) months.
- My seniority will be determined in accordance with the POA Collective Bargaining Agreement.
- While in training, I can request reappointment to my previous classification for reasons other than misconduct or discredit on my employment record. I will be returned to a vacant position in my former classification at my previous Step.
- If, while in training, the Sheriff or designee determines my performance is not meeting established standards, I will be returned to a vacant position in my former classification at my previous Step.

Employee	Date
Supervisor	Date
Undersheriff	Date

If request is approved by Sheriff's Office management, please attach completed Personnel Action Form and submit packet to DES.

DRUG AND ALCOHOL TESTING POLICY

**Clackamas County Sheriff's Office
Peace Officers Association Employees**

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5.31 DRUG AND ALCOHOL TESTING POLICY

Clackamas County Sheriff’s Office

5.31.1 POLICY STATEMENT

The Clackamas County Sheriff's Office (CCSO) is strongly committed to providing a safe and drug-free workplace.

The CCSO recognizes each individual's value and contribution to the services we provide to the public. Therefore, this Policy includes assistance to employees who wish to overcome an alcohol or drug dependency problem (see "Employee Assistance Program and Self-Referral").

The Drug and Alcohol Testing Policy is intended to be consistent with and enhance the Clackamas County Employment Policy and Practice #5 - Drug Free Workplace Act and Policy Proclamation.

5.31.2 EDUCATION AND TRAINING

The CCSO will distribute information to employees regarding the Drug and Alcohol Testing Policy; the dangers of drug and alcohol abuse in the workplace; drug and/or alcohol counseling, rehabilitation, and employee assistance resources. Employees will be required to sign a form acknowledging receipt of this information.

At the time of hire, new employees will receive specific information regarding the Drug and Alcohol Testing Policy and be informed of their responsibilities with respect to compliance with this policy.

Persons who may be required to make "reasonable suspicion" recommendations or determinations will receive training on recognition of the physical, behavioral, speech and performance indicators of probable alcohol and controlled substances use. The duration of the training will be at least sixty minutes each for 1) alcohol and 2) controlled substances use recognition, with additional follow up training to be provided, to maintain and increase proficiency.

5.31.3 EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL

Any employee may voluntarily request assistance in dealing with a personal drug and/or alcohol problem through the Employee Assistance Program (EAP) or other acceptable treatment program. Utilization of the EAP is confidential and an employee's utilization of the EAP will not be made known to the Sheriff's Office or the County unless the employee voluntarily chooses to share that information. However, voluntary self-referral for alcohol and/or illegal drug use is not in itself a "safe haven." The guidelines listed below will apply to self referrals.

A. Any employee not currently under personnel investigation who voluntarily requests assistance in dealing with a personal alcohol and/or drug problem, may do so without jeopardizing his or her employment, if the alcohol and/or drug of abuse was originally prescribed to, or legally obtained by the employee, but was later abused by the employee.

B. Participation in the EAP or other acceptable treatment program will not, in itself, jeopardize an employee's job, and successful treatment will be viewed positively. However, participation in the EAP or treatment program will not prevent the CCSO from imposing discipline for conduct that occurs in conjunction with alcohol and/or drug use in violation of Sheriff's Office policy, and will not relieve an employee from the responsibility to perform assigned duties safely and at a satisfactory performance level.

5.31.4 DRUG EVALUATION; LEAVE OF ABSENCE

An employee may be required to undergo an evaluation by a Substance Abuse Professional (SAP) approved by the Sheriff's Office if he or she is involved in an alcohol and/or drug related incident. This evaluation will determine the extent of any alcohol and/or drug problem and the appropriate treatment. The employee will then be required to participate in, and successfully complete, an alcohol and/or drug education and treatment program as recommended by the SAP. Any cost of such an evaluation not covered by the employee's medical insurance shall be paid by the Sheriff's Office. The cost of the substance abuse treatment will be the responsibility of the employee if not covered by the employee's insurance. Substance abuse evaluation and treatment will be in addition to any disciplinary action taken.

Absences due to alcohol and/or drug abuse evaluation or treatment may be covered by an employee's sick leave or vacation leave. If no such paid leave is available, an unpaid leave of absence may be used according to the County's regular policy for unpaid leave of absence.

Return to duty, after an employee has been on leave required by this policy for evaluation or treatment of an alcohol and/or drug problem, will be allowed only in compliance with the recommendations of the SAP.

5.31.5 PRESCRIPTION MEDICATIONS

Prescription medications can present a danger to employees and their co-workers due to their effects on alertness and job performance. Employees should ask their physicians for specific instructions as to how much medication they should take and when they should take it to ensure safe use relative to work. Non-compliance with the recommended dosage of medications which results in an incident or accident will be considered a violation of this Policy.

Employees must report the use of medically prescribed drugs or other substances which could reasonably be expected to impair job performance. It is the employee's responsibility to determine from their physician whether the prescribed drug could reasonably be expected to impair his or her job performance, including the ability to operate a motor vehicle. An employee who is taking such medications should write, date, and sign a brief note stating that he/she has discussed use of the medication with his/her doctor in relation to job duties; the type of medication; beginning and ending dates of treatment. The employee should give the note in a sealed envelope to his/her

direct supervisor for confidential delivery to the Designated Employer Representative (DER). The DER working in conjunction with Sheriff's Office management will then determine whether to require written medical authorization to work from a prescribing health care practitioner or if any other actions are necessary.

Management will restrict access to medical information to the DER, the Sheriff, Undersheriff or person appointed to fulfill the duties of the Sheriff or Undersheriff and will protect the confidentiality and security of the information.

All medicines brought onto County property/premises must be in their original containers with the pharmacy label showing the patient's name and dosage instructions. Use of another person's prescription is a violation of federal law and of this policy.

Failure to notify management of the use of medication that could affect the performance on the job can lead to disciplinary action, up to and including discharge.

"Medical Marijuana"

Marijuana is a Class I controlled substance; its possession and use is illegal under federal law. Although the State of Oregon permits the possession and use of marijuana to treat medical conditions when supported in writing by a licensed medical doctor and certain conditions have been met, this is not an acceptable explanation for a positive drug test under this Policy. The Sheriff's Office is a law enforcement agency and will observe the terms of federal law, which preempt state law in this regard. The Medical Review Officer will automatically verify positive tests as being positive without regard to the existence of a medical marijuana card.

In addition, possession of marijuana on county property is grounds for discipline up to and including dismissal.

5.31.6 PROHIBITIONS

- A. Drugs: The Sheriff's Office strictly prohibits the unauthorized possession, use, delivery, distribution, or manufacture by an employee of a controlled substance that is not medically authorized.
- B. Alcohol: The Sheriff's Office strictly prohibits the unauthorized possession or use of alcoholic beverages on or off county premises during normal working hours or while on duty, which includes lunch breaks.
- C. Refusal To Be Tested When Required: Refusal by an employee to submit a urine specimen and/or breath alcohol sample when required by this Policy will have the same consequences as a positive drug and/or alcohol test result (see "Discipline" section). It will warrant immediate removal of the employee from duty.

5.31.7 CALLBACK DUTY

It is recognized that employees may be recalled to duty during normal off duty hours. Callback of employees who have consumed prescription medication and/or alcohol that affects an employee's ability to perform his/her duties is discouraged. However, when operational need dictates the necessity to recall these employees, caution and good judgment must be exercised. The employee is required to notify his or her supervisor of the prescription drug and/or alcohol consumption and to receive the supervisor's approval before responding to the callback.

5.31.8 TYPES OF DRUG AND ALCOHOL TESTING REQUIRED

The following are occasions for drug and alcohol testing under this policy:

Reasonable Suspicion Testing

An employee may be required to submit to a drug and/or alcohol test upon reasonable suspicion that the employee has violated the prohibitions of this policy concerning alcohol and/or controlled substances. The determination that reasonable suspicion exists to require the employee to undergo an alcohol and/or controlled substances test must be based on specific, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances.

The "reasonable suspicion" behavior should be witnessed by at least two persons if at all feasible, but only one observation is required. A drug and/or alcohol test can be required only by a Lieutenant who has first consulted with a Captain or higher ranking officer, a Lieutenant who has been designated to act temporarily as a Captain, or a Captain or higher ranking officer. The officer ordering the drug and/or alcohol test may rely on the observation and recommendation of Sergeants, bargaining unit or non-bargaining unit personnel. Those who make a decision to test an employee will be trained in identifying appearance or conduct that indicates the possible use of controlled substances or misuse of alcohol.

Any "reasonable suspicion" incident will be documented as soon after the incident as possible and the CCPOA will be provided with a copy of that documentation. The employee involved will be immediately removed from the workplace and escorted by a supervisor to a urine specimen collection or alcohol testing site. The employee will NOT be allowed to proceed to the site unaccompanied. A negative dilute result is unsatisfactory on a reasonable suspicion test for drugs. The employee will be given one additional opportunity to provide a valid specimen. The result of the second test will prevail.

Employees will have access to union representation if requested at every step of the "reasonable suspicion" testing procedures, except during specimen collection. The County will inform the union representative of the reasonable suspicion that supports the testing requirement. A union representative shall be notified immediately upon the request of the employee and the representative shall be afforded two (2) hours to respond. This representation shall not delay established collection and testing procedures. A list of qualified union representatives will be provided to the County.

Return to Duty and Follow-up Testing

The CCSO shall require return to duty and follow-up testing if recommended by the SAP when an employee has engaged in prohibited alcohol-related behavior or the misuse of prescription drugs. A negative alcohol or drug test is required prior to return to duty and at least six (6) unannounced follow-up tests are required during the twelve (12) months following return to duty. Any recommendations by the Substance Abuse Professional (SAP) shall be followed, but follow-up testing may continue for no longer than sixty months following return to duty.

Please refer to "Return to Duty Procedures" and "Disciplinary Action and Procedures" for additional information.

5.31.9 COSTS OF TESTING

The County/CCSO will be responsible for payment of all reasonable suspicion tests. The County/CCSO will be responsible for payment of any requested split tests, return to duty tests, and follow-up tests with a negative test result, or canceled test.

The employee will be responsible for payment of any requested split tests, return to duty tests, and follow-up tests with a positive result. The County/CCSO will initially pay for the test and then collect reimbursement from the employee.

5.31.10 DRUG AND ALCOHOL TESTING PROCEDURES

Testing procedures for all employees are governed by the same standards as apply to commercial driver license holders under federal law with the exception of forms required by the United States Department of Transportation (DOT) for CDL drivers. These standards include, but are not limited to, those governing sample acquisition, the chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

Drug Testing:

A. Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice and with respect for the privacy and dignity of the person giving the specimen. Drug test specimens will be collected to provide at least 30 mL of urine in a "primary specimen" shipping bottle and at least 15 mL of urine in a "split specimen" shipping bottle.

B. If an employee is unable to provide an adequate volume of urine on the first attempt ("shy bladder"), he/she will have an opportunity to drink up to 40 ounces of fluids for up to three hours. At the end of this period, if no sample of adequate volume has been provided, the employee will be referred to a physician acceptable to the Medical Review Officer (MRO) to determine whether the incident constituted a refusal to test as outlined in 49 CFR 40.193.

C. Only laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the U.S. Department of Health and Human Services will perform drug testing.

D. When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification (see "Drug Test Results Review").

Breath Alcohol Testing:

- A. Breath alcohol testing will be performed only by qualified Breath Alcohol Technicians. Testing will be conducted using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.
- B. A positive test will be confirmed as follows:
 - 1. The individual being tested is instructed not to smoke, use mouthwash, drink, or eat for a period of 15 minutes.
 - 2. Within 30 minutes of completion of the initial screening test, a confirmatory breath test is conducted as described in 49 CFR Part 40. The result is recorded in the "Confirmation Test Results" section of the Alcohol Test Form.
- C. If the result of the confirmed breath alcohol test is positive, the Breath Alcohol Technician must immediately notify the Designated Employer Representative or his/her designated representative, who will arrange for transportation of the individual from the alcohol testing site. The Breath Alcohol Technician will then forward a copy of the Alcohol Test Form to the Designated Employer Representative.
- D. Under this policy, an employee with a confirmed positive breath alcohol test shall be considered to be in violation of this policy. A positive test for alcohol shall be: having alcohol present in an employee's systems at a level of 0.01 g/210L or greater while on duty.

5.31.11 DRUG TEST RESULTS REVIEW

Drug test results on an employee which are reported as positive, adulterated, or substituted by the testing laboratory will be reviewed and verified by the MRO. A confirmed positive test does not automatically identify an employee as having used drugs in violation of this Policy. The MRO brings detailed knowledge of possible alternate medical explanations to his/her review of the test results. This review is performed by the MRO prior to the transmission of results to the DER.

A positive drug test result is defined as the detection of any one or more of the substances and/or metabolites of the substance listed in the table shown below.

Urine 8 Drug Panel

Substance or Class	Screen Cut-off	Confirmation Cut-off
Amphetamines	500 ng/mL	250 ng/mL

Benzodiazepines	200 ng/mL	200 ng/mL
Cocaine	150 ng/mL	100 ng/mL
Marijuana (THC)	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	200 ng/mL
Opiates <i>Codeine/Morphine</i> <i>Hydrocodone,</i> <i>Hydromorphone,</i> <i>Oxymorphone</i> <i>Fentanyl</i>	300 ng/mL	2000 ng/ML 150 ng/mL **LOQ 2 ng.mL
6 Acetylmorphine (Heroin)	10 ng/mL	10 ng/mL
PCP	25 ng/mL	25 ng/mL

** Limit of Quantitation

Medical Review Officer Reporting Options and Employer Actions

- “Negative” – self explanatory
- “Negative Dilute” – Upon receipt of a “negative dilute,” the employee shall be required to immediately provide another specimen. The collection shall be conducted with the minimum possible advance notice and the employee shall be escorted to the collection facility by the DER, Supervisor, or other designated person. In the event the second test result is “negative dilute,” no further action will be taken and the second test shall become the test of record. If the employee is directed to take a second test and the employee declines to do so, this is a “Refusal to Test”.
- “Canceled – Split specimen test could not be performed.” This will occur when the primary specimen was positive, and the donor requests an independent test, and the split specimen is not available for testing. The employer must ensure an immediate collection of another specimen, under direct observation, with no advance notice to the donor.
- “Canceled – Test Not Performed, Fatal Flaw (with flaw stated) or Uncorrected Flaw.” No further action required unless a “Negative” test result is required for reasonable suspicion, return to duty or follow up. A canceled drug test is neither positive nor negative and no consequences must be attached to it.
- “Cancelled Invalid Result.” An “invalid result” means the laboratory was unable to obtain a valid result when attempting to test the specimen. If the MRO has accepted the donor’s explanation as to why the laboratory was unable to obtain a valid result, then the MRO will advise the employer “direct observation not required.” The employer is not required to take any further action unless a “negative result is required (i.e., reasonable suspicion, return to duty or follow up). If the MRO has not accepted the donor’s explanation, then the MRO will advise the employer “a second collection must take place immediately under direct observation”.

- “Positive or Positive Dilute” – The employer must comply with the requirements for a positive test as outlined in this policy.
 - Immediately remove employee from duty; and
 - Referral to a SAP – If the employee is terminated, he/she is to be furnished with a list of SAP resources (names, addresses, and telephone numbers).
 - Return to Duty provisions must be followed.
- “Adulterated-Refusal to Test” – Follow same procedures as required on a positive test result.
- “Substituted-Refusal to Test” – Follow same procedures as required on a positive test result.

MRO Verification Without Notifying the Employee

The MRO is permitted to verify a test as positive, or as a refusal to test because of a laboratory report of a positive, adulterated, or substituted specimen without interviewing the employee under the following circumstances:

- The employee expressly declines the opportunity to discuss the test with the MRO;
- The MRO has successfully made and documented a contact with the employee, and instructed the employee to directly contact him/her, and more than 72 hours have passed since the time the MRO contacted the employee.

NOTE: If a test is verified positive under the latter circumstances, the donor may give the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented him/her from contacting the MRO. On the basis of this information, the MRO may re-open the verification, allowing the donor to present information concerning a legitimate explanation for the positive test. If the MRO concludes that there is a legitimate explanation, the MRO shall verify the test as negative.

Upon verifying a test result as positive, the MRO will inform the donor of the option for having the “split” portion of his/her specimen tested. The donor must notify the MRO of a desire to exercise this option within 72 hours of being notified of the positive result.

The MRO will not delay reporting of a verified positive test result pending “split” specimen testing. If a donor requests testing of the “split” specimen but none is available, the MRO will cancel the entire test.

Communication of Results

The MRO or his/her designated representative will report test results ONLY to the County’s DER who shall notify either the Sheriff, Undersheriff or person appointed to fulfill the duties of Sheriff or Undersheriff . Confidentiality will be strictly maintained. If the result is positive, the MRO or his/her authorized representative will report the identity of the controlled substance.

Employees may obtain copies of their test results by requesting them in writing from the MRO within 60 days of being notified of the results.

5.31.12 FAILURE TO COOPERATE

Failure to cooperate with any aspect of this Policy, including but not limited to falsifying or attempting to falsify test results or specimens or refusing to cooperate in testing will subject the employee to discipline, up to and including discharge.

5.31.13 DISCIPLINARY ACTION

- A. Any employee found to be in violation of this Drug and Alcohol Testing Policy will be removed from duty and is subject to discipline, up to and including discharge.

- B. Employees who have voluntarily requested assistance concerning drug and/or alcohol problems and/or voluntarily entered into drug or alcohol evaluation and treatment programs shall have their actions taken into consideration as set forth in section 5.30.3.

- C. Positive Alcohol or Drug Test. Any employee who has had a verified positive breath alcohol or drug test shall be subject to progressive disciplinary procedures, including dismissal.

- E. Prescription Drug Abuse. An employee who has tested positive for the presence of drugs which were originally legally prescribed, but may have been abused by the employee shall be referred to an employee assistance program or SAP for drug counseling or treatment. As an alternative to dismissal, the employee shall be subjected to a last chance agreement as a condition of continued employment, which shall include a requirement that the employee submit to unannounced drug testing if recommended by a SAP, for a period of time recommended by the SAP. If the employee violates the terms of treatment or rehabilitation, or again tests positive during such period, he or she may be immediately discharged.

CONFIRMED ALCOHOL OR PRESCRIPTION DRUG RESULT

Any employee who has had a confirmed positive alcohol test result while on duty or has abused prescription drugs shall be in violation of this policy, which may result in any of the following actions, up to and including dismissal:

- Verbal and written reprimands
- Placement on administrative leave
- Suspension or termination of employment
- Initiation of a criminal investigation

If the level of discipline allows an employee to return to duty, they must agree to the following conditions:

- Meet all recommendations/requirements of the Substance Abuse Professional (SAP).
- In the event the SAP does not specify any follow up testing, shall undergo up to six (6) periodic, alcohol tests at the discretion of the Designated Employer Representative within one (1) year of returning to duty.

- Any confirmed positive alcohol or verified positive prescription drug abuse result while the employee is undergoing required return to duty or follow-up treatment and/or testing shall result in termination.

POSITIVE DRUG TEST

Any employee who has had a verified positive drug test or has abused prescription drugs shall be in violation of this policy, which may result in any of the following actions:

- Verbal and written reprimands
- Placement on administrative leave
- Suspension or termination of employment
- Initiation of a criminal investigation
- Prosecution

If the level of discipline allows an employee to return to duty, they must agree to the following conditions:

- Meet all recommendations/requirements of the Substance Abuse Professional (SAP).
- In the event the SAP does not specify any follow up testing, shall undergo up to six (6) periodic, drug tests at the discretion of the Designated Employer Representative within one (1) year of returning to duty.
- Any confirmed positive alcohol or verified positive drug result while the employee is undergoing required return to duty or follow-up treatment and/or testing may result in termination.

5.31.14 RETURN TO DUTY PROCEDURES

Employees who have violated this policy may only return to duty if the level of discipline allows it and the employer has determined them eligible. The following statements reflect the return to duty and follow-up testing requirements of this policy:

1. Employees who have had a confirmed positive alcohol test or have abused prescription drugs must be evaluated, undergo treatment, if required, and be determined fit for return to work by the Substance Abuse Professional.
2. Employees may be subject to periodic unannounced follow-up testing as determined by the Substance Abuse Professional who evaluated the employee. If the employee was found to need assistance in resolving his/her substance misuse problem, a minimum of six (6) such follow-up tests must be conducted during the twelve (12) months following the employee's return to duty.

5.31.15 RECORD KEEPING PROCEDURES

A. The County's DER will maintain alcohol/drug testing records in a secure filing system, separate from the County Personnel files, with information available only on a "need to know" basis.

B. An employee is entitled, upon written request, to obtain copies of any records concerning his/her use of alcohol or controlled substances. Requests for such

information may be directed to the DER, SAP, or to the County drug testing management service.

C. Information regarding an individual's alcohol/drug test results or rehabilitation is considered to be personal and confidential and may be released only upon written consent of the individual, except:

1. Such information may not be released to any state official with specific regulatory authority over the Sheriff's Office or law enforcement personnel unless legally required.
2. Such information may be disclosed in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and arising from an alcohol test and/ or a drug test.
3. When the County is compelled by a judicial determination or order that the information is not protected from disclosure.
4. The information is needed by medical personnel for the diagnosis or treatment of a patient who is physically unable to authorize disclosure.

D. The County shall release information regarding an employee's records to a subsequent employer upon receipt of a specific written request from the employee authorizing release of the records to an identified person.

E. Record Retention

The following schedule of record keeping will be maintained by the DER and his/her authorized agents:

Negative and canceled drug test records; records of alcohol test results less than 0.01 g/210L.	1 year
Records of supervisor training	Indefinite or 2 years beyond job responsibilities
Records of verified positive alcohol/drug test results; refusals to be tested for drugs and/or alcohol; SAP evaluations and referrals; follow-up tests and schedules	5 years

5.31.16 INFORMATIONAL RESOURCES

Information on this Policy and associated procedures is available by contacting the DER as outlined on the Intranet at:

http://web1.clackamas.us/mydepartment/3004.jsp?q_dept=DES&q_pagename=drugtesting.htm

Questions may also be addressed directly to the County's drug testing management service.

5.31.17 COMMERCIAL DRIVERS LICENSE DUTIES

Employees performing jobs requiring a commercial drivers license will be required to comply with the Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol testing regulations, (see separate policy for DOT drivers).

ATTACHMENT A

DEFINITION OF TERMS

For the purposes of this Policy, the following definitions apply.

Abuse/Misuse of Prescription Drugs: The use of a drug not in accordance with the prescribed dosage or method of use.

Adulterated Specimen: A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Alcohol: Ethyl alcohol or ethanol.

Alcohol Screening Device (ASD): A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

Breath Alcohol Technician (BAT): An individual who has been trained to proficiency in the operation of the evidential breath testing device he/she is using as required under 49 CFR Part 40.

Breath Alcohol Testing Site: A location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

CCSO: Clackamas County Sheriff's Office

CFR: United States Code of Federal Regulations

Chain of Custody: Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form from a Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory be used from time of collection to receipt by the laboratory.

Collection Site: A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Collector: A person who instructs and assists applicants and employees through the urine specimen collection process.

Confirmation Test: A second analytical drug testing procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC-MS) is the usual confirmation method for drug testing at this time.

Controlled Substances: Substances listed on Schedules I through V in 21 U.S.C. 802 as they may be revised from time to time (21 CFR 1308). Controlled substances include illicit drugs and drugs which may be authorized for use by a physician or dentist for certain medical uses, but which are subject to misuse or abuse.

County: Clackamas County and/or Clackamas County Sheriff's Office

Designated Employer Representative (DER): An employee authorized by the employer to assist supervisors in taking immediate action(s) to remove employees from safety-sensitive duties and to make decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of this policy.

Dilute Specimen: – A specimen with creatinine and specific gravity values that are lower than expected for human urine.

DOT: United States Department of Transportation

Drugs: Controlled Substances.

FHWA: Federal Highway Administration

FMCSA: Federal Motor Carrier Safety Administration

Initial or Screening Test: An immunoassay screen to eliminate “negative” urine specimens from further consideration.

Medical Review Officer (MRO): A licensed doctor of medicine or osteopathy with knowledge of drug abuse disorders and drug testing who is responsible for reviewing and verifying drug testing results prior to their communication to the DER.

Negative Drug Test: A test in which initial or confirmation testing under DOT procedures did not show evidence of a prohibited drug in an employee's or applicant's system above established levels; OR, a test which is verified as negative by the MRO (e.g. review showed positive test was due to prescription medication or other authorized use of controlled substance).

On Duty: Under this policy, an employee is “on duty” when he/she is at work and ready to perform employment functions.

Positive Drug Test: A urine drug test result which indicates the presence of controlled substances beyond the cut-off levels specified by this policy.

Confirmed Positive Drug Test: A positive drug test which has undergone an initial “screening” test AND a confirmation test which validates the first result. Drug tests are confirmed by the SAMHSA certified laboratory which performs the analyses.

Verified Positive Drug Test: A confirmed positive drug test (see above) after investigation by the MRO, who has determined that no legitimate explanation exists for the presence of the controlled substance that was detected.

Prohibited Drugs: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), Amphetamines, Benzodiazepines, Methadone, 6 Acetylmorphine (Heroin). (see Urine 8 Drug Panel)

Reasonable Suspicion: Specific, articulable observations of an employee's condition or performance that indicate possible drug or alcohol use. Examples include, but are not limited to, deteriorating work performance, poor attendance, tardiness, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee. Poor attendance or tardiness alone or in combination do not constitute reasonable suspicion. The observations may include indications of the chronic and withdrawal effects of controlled substances, as well as include reliable information from other employees that supports the violation of policy prohibitions.

Refusal to Submit: Refusal by an individual to provide a urine specimen after receiving notice of the requirement to be tested in accordance with this Policy.

Safety Sensitive Positions: All sworn law enforcement positions, all positions regularly stationed at the Jail, and medical examiners.

SAMHSA: Substance Abuse and Mental Health Services Administration, a division of the US Department of Health and Human Services (DHHS) which is responsible for certifying laboratories to perform federal workplace drug testing.

Screening or Initial Test: Immunoassay screen to eliminate “negative” urine specimens from further consideration.

Split Specimen Collection Procedure: A collection procedure in which a urine specimen is divided or “split” between two shipping bottles, both of which are transported to the testing laboratory.

Split Test: If the results of the initial screening and confirmation tests of the “primary” specimen are positive, the “split” specimen may be tested at another qualified laboratory.

Substance Abuse Professional (SAP): Under DOT regulations, individuals who may serve as substance abuse professionals include:

- licensed physicians (Medical Doctors or Doctors of Osteopathy) or

- licensed or certified psychologists, social workers, employee assistance professionals, or addiction counselors (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

Under this Policy, the DER must inform employees who are found to have violated the alcohol prohibitions or who have had verified positive drug tests of qualified SAPs in the local area.

Substituted Specimen: A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

ATTACHMENT B

The Clackamas County Risk Management Department will manage the drug and alcohol testing program for the Sheriff's Office with the following provisions:

DRUG AND ALCOHOL TESTING MANAGEMENT SERVICE

The County will maintain an agreement with a drug and alcohol testing management service to advise the County on processes, developments, and changes concerning this policy.

The firm chosen will be responsible for overseeing compliance of agents of the County with applicable federal regulations, including interacting with specimen collection and alcohol testing agents, designated drug testing laboratories and (MROs). It also submits blind specimens on behalf of the County, and maintains records as required by applicable federal regulations.

In the event of a need to change the provider of these services, the choice of provider will be made by the DER and communicated with the Peace Officers Association.

MEDICAL REVIEW OFFICERS

MRO services will be provided by the testing management service.

DRUG TESTING LABORATORIES

The County will use drug testing laboratories which are SAMHSA-certified, as required by federal drug testing regulations. The County drug testing management service may arrange for the services of a drug testing laboratory in order to best serve the interests of the County.

SUBSTANCE ABUSE PROFESSIONALS

Under this Policy, employees who refuse testing, have confirmed positive alcohol test results, and/or have verified positive drug test results must be referred by the DER to a SAP for evaluation. The County will maintain a list of such qualified individuals in its geographic area and make this list available to employees as needed.

ATTACHMENT C

LAST CHANCE AGREEMENT -- EXAMPLE

[This attachment is an example of a last chance agreement form that may be used. The form may vary to fit the facts and circumstances of a particular situation.]

This is an agreement between [employee's name] (the Employee); the Clackamas County Sheriffs Office and Clackamas County (the Sheriff), and the Clackamas County Peace Officer's Association (the Association).

1. This agreement serves as notice to the Employee as to what to expect for continued employment with the Sheriff. This agreement does not guarantee employment for any specific period
2. The Employee agrees to continue in a bona fide drug and/or alcohol outpatient rehabilitation program recommended and approved by a qualified substance abuse counselor (the Counselor). The Employee fully understands that s/he is to remain in such a program, including any required aftercare, until released in writing by the Counselor. For [period of time] from the date of this agreement, the Sheriff shall have the right to conduct random breath alcohol or urinalysis testing of [employee's name] on work time at the expense of the Sheriff. Should the employee refuse to cooperate with said breath alcohol or urinalysis, or test positive for alcohol/drugs or abuse prescription medication while on the job, s/he shall resign from his/her employment without challenging the termination under the Association contract.
3. The Employee agrees to grant permission to the Counselor to release verification to the County that the Employee is meeting and has completed the requirements of the program and any required aftercare. If the Employee discontinues or is released from the program without the consent of the Counselor, s/he will be terminated from his/her employment with the County. This termination will be considered a termination for performance reasons.
4. The Employee agrees that this last chance agreement constitutes a final warning and that any violation or non-compliance with its terms within [x] years, shall be considered just cause for discharge and shall result in loss of employment.
5. Except as stated in this agreement, the terms and conditions of the Employee's work shall be the same as all other employees in the Association bargaining unit.
6. The Association and the employee agree that this resolution is in lieu of termination [and in addition to specified discipline] of [employee's name] and that the agreement resolves all disputes related to proposed discipline. The Employee and the Association agree not to challenge this agreement as proper under just cause or any other provision of the collective bargaining agreement or any other legal challenges in any forum.
7. This is the complete agreement between the parties who sign in knowingly and of their own free will, after seeking advice of counsel.

8. The contents of this agreement related to the employee's involvement in alcohol/drug treatment and testing and placement on a "last chance agreement" shall be maintained in confidence and strictly on a "need to know" basis by the parties. Such information may not be released to any state official with specific regulatory authority over the Sheriff's Office or law enforcement personnel, unless legally required.

This agreement is not a precedent between the Sheriff and the Association and shall not be used as evidence of waiver of rights by the Association or the Sheriff in any dispute between the parties.

[Employee's name]

Date

Clackamas County Peace Officers Association

Date

Clackamas County

Date

DRUG AND ALCOHOL TESTING POLICY

Clackamas County Sheriff's Office

Employees covered by US DOT Regulations

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DRUG AND ALCOHOL TESTING POLICY

Clackamas County Sheriff's Office Employees covered by US DOT Regulations

POLICY STATEMENT

The Clackamas County Sheriff's Office (CCSO or "the County") is strongly committed to providing a safe, drug-free workplace. In addition, an employee substance abuse testing program is mandated for all entities regulated by the Department of Transportation (DOT). For these reasons, the CCSO has implemented a substance abuse testing policy which applies to all applicants for, and employees who hold "covered driver" positions.

The Sheriff's Office recognizes each individual's value and contribution to the services we provide to the public. Therefore, the Policy includes assistance to employees who wish to overcome a drug dependency problem (see "Employee Assistance Program and Self-Referral").

This Drug and Alcohol Testing Policy ("Policy") is intended to comply with DOT regulations, changes which will supersede specific policy provisions. To view revisions to this policy made by the Federal Motor Carrier Safety Administration (FMCSA) or the Federal Highway Administration (FHWA) since this publication, and additional information, go to:

http://web1.clackamas.us/mydepartment/3004.jsp?q_dept=DES&q_pagename=drugtesting.htm

EFFECTIVE DATE: February 1, 2011 **POLICY REVISED:** June 2012

WHO WILL BE TESTED AND WHEN

Covered drivers are defined as those who are required to hold commercial driver's licenses for their jobs. Such applicants and employees fall under the Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol testing regulations ("Controlled Substances and Alcohol Use and Testing," 49 CFR Part 382). Generally, covered drivers are operators of commercial motor vehicles which 1) are greater than 26,000 pounds GVWR, 2) carry hazardous materials in placardable quantities, or 3) carry 16 or more passengers, including the driver.

Covered drivers may be tested for drugs or alcohol whenever they are on duty.

For the purposes of this Policy, "on duty" is defined as any time an individual is on the job and ready to perform safety-sensitive functions. Performing a safety-sensitive

function means any period in which the driver is actually operating, preparing to operate, or immediately available to operate a vehicle requiring a Commercial Driver License. Time spent in association with drug testing specimen collection and/or alcohol testing shall be considered “on-duty” time.

EDUCATION AND TRAINING

The CCSO will distribute information to employees on the Drug and Alcohol Testing Policy; the dangers of drug and alcohol abuse in the workplace; and drug counseling, rehabilitation, and employee assistance resources. Employees will be required to sign a form acknowledging receipt of this information.

When deputies are assigned duties that involve driving vehicles requiring a Commercial Driver License (CDL) they will receive specific information regarding the CCSO’s Drug and Alcohol Testing Policy and be informed of their responsibilities with respect to compliance with federal drug and alcohol testing regulations.

Employees (see 5.31.8) who may be required to make “reasonable suspicion” determinations will receive training on recognition of the physical, behavioral, speech and performance indicators of probable alcohol and controlled substances use. The duration of the training will be at least sixty minutes EACH for 1) alcohol and 2) controlled substances use recognition, with additional follow up training to be provided, to maintain and increase supervisory proficiency.

EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL

When a covered driver voluntarily reports a drug/alcohol problem BEFORE it is discovered through a drug or alcohol test, he/she will immediately be removed from driving duties.

Under the County’s independent authority, employee assistance for self-referral will be handled as described in the Sheriff’s Office Drug and Alcohol Policy.

PRESCRIPTION MEDICATIONS

Prescription medications can present a danger to employees and their co-workers due to their effects on alertness and job performance. Covered drivers should ask their physicians for specific instructions as to how much medication they should take and when they should take it to ensure safe use relative to work. Non-compliance with the recommended dosage of medications which results in an incident or accident will be considered a violation of this Policy.

Under the County’s independent authority, all covered drivers are specifically required to notify their immediate supervisors when they are taking medications associated with warning labels (for example, relating to the operation of vehicles, heavy equipment, or machinery). An employee who is taking such medications should write, date, and sign a brief note stating that he/she has discussed use of the medication with his/her doctor in relation to job duties; the type of medication; beginning and ending dates of treatment.

The employee should give the note in a sealed envelope to his/her direct supervisor for confidential delivery to the Designated Employer Representative (DER). The DER working in conjunction with CCSO Management will then determine whether to require written medical authorization to work from a prescribing health care practitioner or if any accommodations are necessary.

The County will restrict access to medical information to the DER, the Sheriff, Undersheriff, or person appointed to fill the duties of Sheriff or Undersheriff and will protect the confidentiality and security of the information.

All medicines brought onto the CCSO property/premises must be in their original containers with the pharmacy label showing the patient's name and dosage instructions. Use of another person's prescription is a violation of federal law and of this policy.

Failure to notify management of the use of medication that could affect the performance on the job can lead to disciplinary action, up to and including discharge.

“Medical Marijuana”

Marijuana is a Class I controlled substance; its possession and use is illegal under federal law. Although the State of Oregon permits the possession and use of marijuana to treat medical conditions when supported in writing by a licensed medical doctor, this is not an acceptable explanation for a positive drug test under this Policy. The Sheriff's Office is a law enforcement agency and will observe the terms of federal law, which preempt state law in this regard. The Medical Review Officer (MRO) will automatically verify positive tests as being positive without regard to the existence of a medical marijuana card.

In addition, possession of marijuana on county property is grounds for dismissal.

PROHIBITIONS

FMCSA REGULATIONS SPECIFY the following prohibitions:

- 1) Covered drivers must not use alcohol within four (4) hours prior to reporting for duty (“pre-duty use”).
- 2) Covered drivers are prohibited from possessing alcohol while on duty; from using alcohol while on duty; and from having alcohol present in their systems at a level of 0.02 g/210 L¹ or greater while on duty. Those with levels of 0.02 or greater as demonstrated by alcohol testing are subject to immediate removal from duty for a minimum of 24 hours (see also “Discipline”)
- 3) Covered drivers are prohibited from using alcohol after an on-the-job accident until:
 - a. The DER or his/her designated alternate has determined that alcohol testing is not required, OR

¹ Breath testing results are given in grams of alcohol per 210 liters of breath (g/210L)

- b. An alcohol test has been completed, OR
 - c. Eight (8) hours have passed since the accident.
- 4) Covered drivers must not show evidence of the use of controlled substances without a valid prescription.
- 5) Refusal by a covered driver to submit a urine, saliva or breath specimen when required by federal regulations will have the same consequences as a positive drug test result, or a breath alcohol test result of 0.04 or greater (see “Discipline” section), and result in the immediate removal of the employee from duty. In addition, refusal of a test after a fatal accident may result in more severe penalties under Federal law.

INVESTIGATION OF PREVIOUS TESTING

As a condition of employment, applicants for covered driver positions or current employees being assigned covered driving duties will be required to provide written consent for the CCSO to obtain the following information from DOT regulated employers who have employed the applicant during any period during the three (3) years preceding the date of application or transfer:

- Names and addresses of previous DOT covered employers;
- Alcohol tests with a result of 0.04 or greater;
- Verified positive drug tests;
- Refusal to be tested (including verified adulterated or substituted drug test results);
- Other violations of DOT agency drug and alcohol testing regulations; and
- If the applicant violated a DOT drug and alcohol regulation, documentation of the applicant’s successful completion of DOT return to duty requirements. (Note: If the previous employer does not have information about the return to duty requirements, the CCSO must seek to obtain this information from the applicant.)

The County must ask the applicant or employee being assigned covered driving duties whether he/she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which they applied for, but did not attain, a DOT-regulated safety-sensitive transportation position during the three (3) years preceding date of application. (If they admit that he/she had a positive test or refusal to test, they must document successful completion of the return to duty process.)

TYPES OF DRUG AND ALCOHOL TESTING REQUIRED

The following are occasions for drug and alcohol testing under this policy:

Pre-employment Testing

Pre-employment drug testing is required for all covered driver positions. Applicants and/or current employees being assigned covered driving duties will be notified that drug testing is a requirement of the application process.

Under the County's independent authority, and as permitted by the DOT, a negative dilute result is unsatisfactory on a pre-employment test. Applicants and/or current employees being assigned covered driving duties will be given one additional opportunity to provide a valid specimen. The result of the second test will determine whether the person is eligible for employment as a covered driver.

A drug test result which is verified as positive for unauthorized use of controlled substances, or found to be substituted or adulterated, will disqualify the applicant and/or current employee being assigned covered driving duties for the covered driver position.

Random Testing

Definition of Random Test. A random test is a test that is unannounced, and where every person in the random selection "pool" has an equal chance of being selected for testing each time a selection occurs. Random testing is considered to be an effective deterrent to substance abuse. Covered drivers are required to be randomly tested under DOT regulations.

Method of Random Selection: The County has contracted with an outside drug testing management service to perform computerized random selections on its covered employees. Selections occur monthly on a randomly selected date. Selections are therefore spread reasonably throughout each 12-month period.

A number of drug tests equal to at least 50% of the number of individuals in the program will be completed annually, as required by DOT drug testing regulations; a number of alcohol tests will be completed annually, as required by current DOT regulations.

Procedure for Notification and Specimen Collection/Testing:

- 1) The drug testing management service will maintain a secure data base of individuals covered by the Federal Highway Administration's drug and alcohol testing regulations.
- 2) On a randomly selected date, the service will transmit a list of individuals who have been selected for testing to the DER.
- 3) The DER or his/her designated representative will notify the individual in person or by telephone that he/she has been selected to provide a urine and/or breath specimen for testing. The date and time of notification will be recorded on the employee instruction card.
- 4) IMMEDIATELY after being notified, each individual selected for testing must proceed to a specimen collection and/or alcohol testing facility. If the individual is in a remote location, the DER will arrange for him/her to go to a local clinical facility so that specimen collection and/or breath testing are completed expeditiously.

Reasonable Suspicion Testing

“Reasonable suspicion” means that an individual has given a supervisor or other responsible manager reason to believe that he/she may be impaired, intoxicated, or under the influence of a controlled substance or alcohol.

A reasonable suspicion test will be required under the following conditions:

- 1) The CCSO shall require a driver to submit to an alcohol test when the CCSO has reasonable suspicion to believe that the driver has violated the prohibitions of this policy concerning alcohol. The CCSO’s determination that reasonable suspicion exists to require the driver to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.
- 2) The CCSO shall require a driver to submit to a controlled substances test when the CCSO has reasonable suspicion to believe that the driver has violated the prohibitions of this policy concerning controlled substances. The CCSO’s determination that reasonable suspicion exists to require the driver to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

The “reasonable suspicion” behavior should be witnessed by at least two persons if at all feasible, but only one observation is required. A drug and/or alcohol test can be required only by a Lieutenant who has first consulted with a Captain or higher ranking officer, a Lieutenant who has been designated to act temporarily as a Captain, or a Captain or higher ranking officer. The officer ordering the test may rely on the observation of and recommendation of Sergeants, bargaining unit or non-bargaining unit personnel. Those who make a decision to test an employee will be trained in identifying appearance or conduct that indicates the possible use of controlled substances or misuse of alcohol.

Any "reasonable suspicion" incident will be documented as soon after the incident as possible and the CCPOA will be provided with a copy of that documentation. The employee involved will be immediately removed from the workplace and escorted by a supervisor to a urine specimen collection or alcohol testing site. The employee will NOT be allowed to proceed to the site unaccompanied. UNDER THE COUNTY’S OWN AUTHORITY, and as permitted by the DOT, a negative dilute result is unsatisfactory on a reasonable suspicion test. The employee will be given one additional opportunity to provide a valid specimen. The result of the second test will prevail.

Employees will have access to union representation if requested at every step of the “reasonable suspicion” testing procedures, except during specimen collection. The County will inform the union representative of the reasonable suspicion that supports the testing requirement. A union representative shall be notified immediately upon the request of the employee and the representative shall be afforded two (2) hours to

respond. This representation shall not delay established collection and testing procedures. A list of qualified union representatives will be provided to the County.

Post-Accident Testing

A *reportable accident* under Federal Highway Administration regulations is defined as an accident in which a covered driver was operating a commercial motor vehicle and in which:

- 1) A fatality occurred; or
- 2) The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; or
- 3) The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.

UNDER FMCSA REGULATIONS, employees involved in a reportable accident are required to be:

- Tested for alcohol as soon as possible, but in no case later than 8 hours after the incident.
- Drug tested as soon as possible, but in no case later than 32 hours after the incident.

The CCSO will ensure that the employee involved in a *reportable accident* will be immediately removed from duty, and escorted to a collection/testing site. A union representative shall be notified immediately upon the request of the employee and the representative shall be afforded two (2) hours to respond. This representation shall not delay established testing procedures. A list of qualified union representatives will be provided to the County.

An employee who is seriously injured and cannot provide a specimen for testing may be requested to authorize the release of relevant hospital reports and other documentation that would indicate whether there were any controlled substance(s) in his/her system at the time of the incident.

The CCSO will provide its covered drivers with any necessary information and procedures to enable them to meet federal requirements for post-accident testing.

Covered drivers are prohibited from using alcohol for eight (8) hours following an accident/crash or until they have undergone a post-accident alcohol test, whichever occurs first.

An alcohol test should be administered within two (2) hours following the accident/crash, but no later than eight hours.

A drug test should be administered as soon as possible but no later than thirty-two (32) hours after the occurrence of an accident/crash.

Return to Duty and Follow-up Testing

FMCSA regulations require return to duty and follow-up drug and/or alcohol testing when a covered driver has engaged in prohibited drug or alcohol-related behavior. A negative drug and/or alcohol test is required prior to return to duty. Follow-up testing may continue for no longer than sixty months following return to duty. The CCSO will comply with any mandated testing requirements outlined by the SAP.

Please refer to “Return to Duty Procedures “ and ” Disciplinary Action and Procedures ” for additional information.

Costs of Testing

The County will be responsible for payment of all pre-employment, pre-duty, post-accident, random, and reasonable suspicion tests.

The County will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a negative or canceled test result.

The employee will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a positive result. The County will pay for the test and then collect from the employee.

DRUG AND ALCOHOL TESTING PROCEDURES

Drug Testing

- 1) Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures specified by DOT regulations (49 CFR Part 40) and with respect for the privacy and dignity of the person giving the specimen. Drug test specimens will be collected to provide at least 30 mL of urine in a “primary specimen” shipping bottle and at least 15 mL of urine in a “split specimen” shipping bottle.
- 2) If an employee is unable to provide an adequate volume of urine on the first attempt (“shy bladder”), he/she will have an opportunity to drink up to 40 ounces of fluids for up to three hours. At the end of this period, if no sample of adequate volume has been provided, the employee will be referred to a physician acceptable to the MRO to determine whether the incident constituted a refusal to test per 49 CFR 40.193.
- 3) Only laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the U.S. Department of Health and Human Services will perform drug testing.

- 4) When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification (see "Drug Test Results Review").

Breath Alcohol Testing

- 1) Breath alcohol testing will be performed only by qualified Breath Alcohol Technicians. Testing will be conducted using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.
- 2) Breath alcohol tests with results below 0.02 require no further action.
- 3) Tests with results of 0.02 or above will be confirmed as follows:
 - a. The individual being tested is instructed not to smoke, use mouthwash, drink, or eat for a period of 15 minutes.
 - b. Within 30 minutes of completion of the initial screening test, a confirmatory breath test is conducted per 49 CFR Part 40. The result is recorded in the "Confirmation Test Results" section of the Alcohol Test Form.
- 4) If the result of the confirmed breath alcohol test is 0.02 or greater, the Breath Alcohol Technician must immediately notify the DER or his/her designated representative, who will arrange for transportation of the individual from the alcohol testing site. The Breath Alcohol Technician will then forward a copy of the Alcohol Test Form to the DER.

DRUG TEST RESULTS REVIEW

Drug test results on a covered driver which are reported as positive, adulterated, or substituted by the testing laboratory will be reviewed and verified by the MRO.

A POSITIVE drug test result is defined as the detection of any one or more of the substances listed in the table shown below.

<u>Substance or Class</u>	<u>Initial Screening Cut-off</u>	<u>Confirmation Cut-off</u>
Amphetamines	500 ng/mL*	250 ng/mL*
Methamphetamines*		
MDMA (Ecstasy)*		
Cocaine	150 ng/mL*	100 ng/mL+
Marijuana (THC)	50 ng/mL	15 ng/mL
Opiates	2000 ng/mL	2000/10ng/mL
Codeine/Morphine		
6 Acetylmorphine (Heroin)	10 ng/mL*	10 ng/mL*
Phencyclidine (PCP)	25 ng/mL	25 ng/mL

**Effective 10/1/10 new DOT cutoffs.*

- *Methamphetamines, MDMA (Ecstasy), Codeine/Morphine and 6 Acetylmorphine (Heroin) all act as "metabolites" tested under the main substance or class.*
- *Drug testing cutoff levels are the minimum concentrations of drugs or metabolites that must be present in specimens, before labs will report the drug testing results as positive.*

A confirmed positive test from a certified laboratory does not automatically identify an employee or applicant as having used drugs in violation of a DOT regulation. The MRO brings detailed knowledge of possible alternate medical explanations to his/her review of the test results. This review is performed by the MRO prior to the transmission of results to the County.

MRO Reporting Options and Employer Actions

- "Negative" – self explanatory
- "Negative Dilute" – Upon receipt of a "negative dilute," the employee shall be required to immediately provide another specimen. The collection shall be conducted with the minimum possible advance notice and the employee shall be escorted to the collection facility by the DER, Supervisor, or other designated person. In the event the second test result is "negative dilute," no further action will be taken and the second test shall become the test of record. If the employee is directed to take a second test and the employee declines to do so, this is a "Refusal to Test" under the regulations.
- "Canceled – Split specimen test could not be performed." This will occur when the primary specimen was positive, and the donor requests an independent test, and the split specimen is not available for testing. The employer must ensure an immediate

collection of another specimen, under direct observation, with no advance notice to the donor.

- “Canceled – Test Not Performed, Fatal Flaw (with flaw stated) or Uncorrected Flaw.” No further action required unless a “Negative” test result is required for pre-employment, return to duty, or follow up. A canceled drug test is neither positive nor negative and no consequences must be attached to it.
- “Cancelled Invalid Result.” An “invalid result” means the laboratory was unable to obtain a valid result when attempting to test the specimen. If the MRO has accepted the donor’s explanation as to why the laboratory was unable to obtain a valid result, then the MRO will advise the employer “direct observation not required.” The employer is not required to take any further action unless a “negative result is required (i.e., pre-employment, return to duty, or follow up). If the MRO has not accepted the donor’s explanation, then the MRO will advise the employer “a second collection must take place immediately under direct observation”.
- “Positive or Positive Dilute” – The employer must comply with the requirements for a positive test under the regulations.
 - Immediately remove employee from safety-sensitive functions; and
 - Referral to a SAP – If the employee is terminated, he/she is to be furnished with a list of SAP resources (names, addresses, and telephone numbers).
 - Return to Duty provisions must be followed.
- “Adulterated-Refusal to Test” – Follow same procedures as required on a positive test result.
- “Substituted-Refusal to Test” – Follow same procedures as required on a positive test result.

MRO Verification Without Notifying the Employee

The MRO is permitted to verify a test as positive, or as a refusal to test because of a laboratory report of a positive adulterated, or substituted specimen without interviewing the employee under the following circumstances:

- The employee expressly declines the opportunity to discuss the test with the MRO;
- The MRO has successfully made and documented a contact with the employee, and instructed the employee to directly contact him/her , and more than 72 hours have passed since the time the MRO contacted the employee.

NOTE: If a test is verified positive under the latter circumstances, the donor may give the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented him/her from contacting the MRO. On the basis of this information, the MRO may re-open the verification, allowing the donor to present information concerning a legitimate explanation for the positive test. If the MRO concludes that there is a legitimate explanation, the MRO shall verify the test as negative.

Upon verifying a test result as positive, the MRO will inform the donor of the option for having the “split” portion of his/her specimen tested. The donor must notify the MRO of a desire to exercise this option within 72 hours of being notified of the positive result.

The MRO will not delay reporting of a verified positive test result pending “split” specimen testing. If a donor requests testing of the “split” specimen but none is available, the MRO will cancel the test.

Communication of Results

The MRO or his/her designated representative will report test results ONLY to the County’s Designated Employee representative who shall notify either the Sheriff, Undersheriff, or person appointed to fill the duties of Sheriff or Undersheriff. Confidentiality will be strictly maintained. If the result is positive, the MRO or his/her authorized representative will report the identity of the controlled substance.

Employees and applicants may obtain copies of their test results by requesting them in writing from the MRO within 60 days of being notified of the results.

FAILURE TO COOPERATE

Failure to cooperate with any aspect of this Policy, including but not limited to falsifying or attempting to falsify test results or specimens or refusing to cooperate in testing will subject the employee to progressive discipline, up to and including discharge. Any covered driver who refuses to take a drug or alcohol test to comply with FMCSA regulations (49 CFR Part 382) will be immediately removed from duty as required by these federal regulations.

DISCIPLINARY ACTION AND PROCEDURES

- 1) An otherwise qualified applicant for a covered driver position whose drug test results are negative and who has documented satisfactory participation in a previous employer’s drug and alcohol testing program, will be considered qualified for the position offered. Applicants with verified positive drug test results will be considered ineligible for the position.
- 2) Any covered driver found to be in violation of this Drug and Alcohol Testing Policy will be removed from duty and will be subject to progressive discipline, up to and including discharge. Violations include:
 - a. Alcohol possession or use in violation of the prohibitions stated in this Policy (e.g. pre-duty, post-accident; see pages 6 and 7)
 - b. An alcohol test result of 0.04 or greater
 - c. A verified positive drug test result
 - d. Refusal to test or to cooperate
- 3) A covered driver determined to have evidence of alcohol in his/her system in the range of 0.02 – 0.039 will be subject to progressive discipline.
 - a. On any occasion in which a covered driver has a breath alcohol test result of 0.02 or greater, but less than 0.04, he/she will be immediately removed from work for a period of at least 24 hours. The employee may deduct this

time away from work from any available paid time except sick leave, or choose leave of absence without pay. No further alcohol testing will be required prior to resuming work at the beginning of the next shift following the end of the 24-hour period. These occasions will be considered violations of this Policy, and will subject the employee to progressive discipline.

- 4) Covered drivers who have volunteered information concerning drug or alcohol problems and/or voluntarily entered into drug and/or alcohol evaluation and treatment programs shall not have that admission used against them in progressive disciplinary proceedings.
- 5) **ALCOHOL RESULT OF 0.04 OR ABOVE**
Under the County's independent authority, any covered driver who has had a **confirmed alcohol result of 0.04** or above shall be subject to progressive disciplinary procedures up to and including discharge. If returned to duty, he/she must agree to meet all return to duty requirements of the FMCSA.
- 6) **POSITIVE DRUG TEST**
Under the County's independent authority, any covered driver who has had a verified positive drug test shall be subject to progressive disciplinary procedures up to and including discharge. If returned to duty, he/she must agree to meet all return to duty requirements of the FMCSA.

RETURN TO DUTY PROCEDURES

The following statements reflect the return to duty and follow-up testing requirements of the FMCSA:

- 1) Covered drivers who have had alcohol test results of 0.04 or greater must be evaluated, undergo treatment, if required, and be recommended for return to work by the SAP. A "return to duty" alcohol test with a result less than 0.02 is required prior to resumption of safety-sensitive or covered driving functions.
- 2) Covered drivers who have had verified positive drug tests must be evaluated, undergo treatment, if required, and be recommended for return to work by the SAP. A negative "return to duty" drug test is required prior to resumption of safety-sensitive or covered driving functions.
- 3) Covered drivers may be subject to periodic unannounced follow-up alcohol and/or drug testing as determined by the SAP who evaluated the employee.

Under the County's independent authority covered drivers who have had alcohol test results of 0.04 or greater and/or a verified positive drug test and are awaiting recommendation for return to duty shall deduct this time away from work from any available paid time except sick leave (unless provided by law), or choose leave of absence without pay.

RECORD KEEPING PROCEDURES

The CCSO's DER will maintain drug/alcohol testing records in a secure filing system, separate from the County Personnel files, with information available only on a "need to know" basis.

A driver is entitled, upon written request, to obtain copies of any records concerning his/her use of alcohol or controlled substances. Requests for such information may be directed to the DER or to the County drug testing management service.

The County shall release information regarding a covered driver's records to a subsequent employer upon receipt of a specific written request, by the covered driver, authorizing release of the records to an identified person.

Information regarding an individual's drug test results or rehabilitation is considered to be personal and confidential and may be released only upon written consent of the individual, except:

- 1) Such information must be released to the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over the employer or any of its drivers.
- 2) Such information may be disclosed in a lawsuit, grievance, or other proceeding initiated by or on behalf of the covered driver and arising from an alcohol test and/ or a verified positive drug test or from the CCSO's determination that the driver engaged in conduct prohibited by FMCSA regulations.
- 3) When requested by the National Transportation Safety Board as part of an accident investigation, the CCSO will disclose information regarding post-accident alcohol and/or drug testing.

Under the County's independent authority,

- 4) Such information may not be released to any state official with specific regulatory authority over the Sheriff's Office or law enforcement personnel unless legally required.
- 5) When the County is compelled by a judicial determination or order that the information is not protected from disclosure.
- 6) The information is needed by medical personnel for the diagnosis or treatment of a patient who is physically unable to authorize disclosure.

Record Retention

The following schedule of record keeping will be maintained by the DER and his/her authorized agents:

- Negative and canceled drug test records; records of alcohol test results less than 0.02 1 year
- Information obtained from previous employers 3 years
- Records of supervisor training Indefinite or 2 years beyond job responsibilities
- Records of verified positive drug test results; alcohol test results of 0.02 or greater; refusals to be tested for drugs and/or alcohol; SAP evaluations and referrals; follow-up tests and schedules 5 years
- Documentation of EBT calibration; Custody Control Forms; Specimen collection/alcohol test records 2 years
- Calendar year record of total number of employees tested and the results of tests 5 years

SUPPLEMENT A

DEFINITION OF TERMS

For the purposes of this Policy, the following definitions apply.

Abuse/Misuse of Prescription Drugs: The use of a drug not in accordance with the prescribed dosage or method of use.

Accident:

Reportable accident (covered drivers): An accident involving a commercial motor vehicle in which:

- a. A fatality occurred; OR
- b. The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; OR
- c. The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.

Adulterated Specimen: A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Alcohol: Ethyl alcohol or ethanol.

Alcohol Screening Device (ASD): 49 CFR 40.3 – A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

Breath Alcohol Technician (BAT): An individual who has been trained to proficiency in the operation of the evidential breath testing device he/she is using as required under 49 CFR Part 40.

Breath Alcohol Testing Site: A location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

CCSO: Clackamas County Sheriff's Office

CFR: United States Code of Federal Regulations

Chain of Custody: Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody

form from a Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory be used from time of collection to receipt by the laboratory.

Collection Site: A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Collector: A person who instructs and assists applicants and employees through the urine specimen collection process.

Confirmation Test: A second analytical drug testing procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC-MS) is the usual confirmation method for drug testing at this time.

Controlled Substances: Substances listed on Schedules I through V in 21 U.S.C. 802 as they may be revised from time to time (21 CFR 1308). Controlled substances include illicit drugs and drugs which may be authorized for use by a physician or dentist for certain medical uses, but which are subject to misuse or abuse.

County: Clackamas County and/or Clackamas County Sheriff's Office

Covered Driver: Individual who is required to hold a Commercial Driver's License (CDL) for his/her job with the CCSO and who is subject to drug testing under Federal Highway Administration, Department of Transportation regulations (49 CFR Parts 40 and 382).

Designated Employer Representative (DER): An employee authorized by the employer to assist supervisors in taking immediate action(s) to remove employees from safety-sensitive duties and to make decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of Part 40.

Dilute Specimen: 49 CFR 40.3 – A specimen with creatinine and specific gravity values that are lower than expected for human urine.

DOT: United States Department of Transportation

Drugs: Controlled Substances

FHWA: Federal Highway Administration

FMCSA: Federal Motor Carrier Safety Administration

GVWR: Gross Vehicular Weight Rating; size criterion for determining classification of a commercial motor vehicle under federal regulations.

Initial or Screening Test: An immunoassay screen to eliminate “negative” urine specimens from further consideration.

Medical Review Officer (MRO): A licensed doctor of medicine or osteopathy with knowledge of drug abuse disorders and drug testing who is responsible for reviewing and verifying drug testing results prior to their communication to the DER.

Negative Drug Test: A test in which initial or confirmation testing under DOT procedures did not show evidence of a prohibited drug in an employee’s or applicant’s system above established levels; OR, a test which is verified as negative by the MRO (e.g. review showed positive test was due to prescription medication or other authorized use of controlled substance).

On Duty: Under this policy, a covered driver is “on duty” when he/she is at work and ready to perform safety-sensitive functions, e.g., qualified and available to drive a commercial motor vehicle.

Positive Drug Test: A urine drug test result which indicates the presence of controlled substances beyond the cut-off levels specified by 49CFR Part 40.

Confirmed Positive Drug Test: A positive drug test which has undergone an initial “screening” test AND a confirmation test which validates the first result. Drug tests are confirmed by the SAMHSA certified laboratory which performs the analyses.

Verified Positive Drug Test: A confirmed positive drug test (see above) after investigation by the MRO, who has determined that no legitimate explanation exists for the presence of the controlled substance that was detected.

Prohibited Drugs: Marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.

Random Testing: Computerized random selection and testing for drugs in which each person in the computer data base has an equal chance of selection each time a selection occurs, in accordance with regulatory requirements.

Reasonable Suspicion: Specific, articulable observations of an employee’s condition or performance that indicate possible drug or alcohol use. Examples include, but are not limited to, deteriorating work performance, poor attendance, tardiness, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances, as well as include reliable information from other employees that support the violation of policy prohibitions.

Refusal to Submit: Refusal by an individual to provide a urine or breath specimen after receiving notice of the requirement to be tested in accordance with this Policy.

Safety Sensitive Functions: Ready to perform, performing, or just finished performing, the following duties: waiting to be dispatched, inspecting equipment, driving,

loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate a vehicle, repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

SAMHSA: Substance Abuse and Mental Health Services Administration, a division of the US Department of Health and Human Services (DHHS) which is responsible for certifying laboratories to perform federal workplace drug testing.

Screening or Initial Test: Immunoassay screen to eliminate “negative” urine specimens from further consideration.

Split Specimen Collection Procedure: A collection procedure in which a urine specimen is divided or “split” between two shipping bottles, both of which are transported to the testing laboratory.

Split Test: If the results of the initial screening and confirmation tests of the “primary” specimen are positive, the “split” specimen may be tested at another qualified laboratory.

Substance Abuse Professional (SAP): Under DOT regulations, individuals who may serve as SAPs include:

- licensed physicians (Medical Doctors or Doctors of Osteopathy) or
- licensed or certified psychologists, social workers, employee assistance professionals, or addiction counselors (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

Under this Policy, the DER must inform employees or applicants who are found to have violated the alcohol prohibitions or who have had verified positive drug tests of qualified SAPs in the local area.

Substituted Specimen: A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

SUPPLEMENT B
SERVICE PROVIDERS

The Clackamas County Risk Management Department will manage the drug and alcohol testing program for the Sheriff's Office with the following provisions:

DRUG AND ALCOHOL TESTING MANAGEMENT SERVICE

The County will maintain an agreement with a drug and alcohol testing management service(s) to advise the County on processes, developments, and changes concerning this policy.

The firm(s) chosen will be responsible for overseeing compliance of agents of the CCSO with federal regulations, including interacting with specimen collection and alcohol testing agents, designated drug testing laboratories and MROs. It also performs random selections and maintains records as required by federal regulations.

In the event of a need to change the provider of these services, the choice of provider will be made by the DER and communicated with the Peace Officers Association.

MEDICAL REVIEW OFFICERS

MRO services will be provided by the testing management service.

DRUG TESTING LABORATORIES

The County will use drug testing laboratories which are SAMHSA-certified, as required by federal drug testing regulations. The County's drug testing management service may arrange for the services of a drug testing laboratory in order to best serve the interests of the County.

SUBSTANCE ABUSE PROFESSIONALS

Under this Policy, covered employees who refuse testing, have alcohol test results of 0.04 or greater, and/or have verified positive drug test results must be referred by the DER to a SAP for evaluation. The County will maintain a list of such qualified individuals in its geographic area and make this list available to covered drivers as needed.

The County's drug testing management service will assist the County in locating SAPs in the driver's community upon request.