

COLLECTIVE BARGAINING AGREEMENT

between

LINN COUNTY,

LINN COUNTY SHERIFF'S OFFICE,

and

LINN COUNTY DEPUTY SHERIFFS' ASSOCIATION

EFFECTIVE: July 1, 2012 to June 30, 2016

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PREAMBLE

This Collective Bargaining Agreement is entered into by and between Linn County Board of Commissioners jointly with the Linn County Sheriff, hereinafter referred to as the County, and the Linn County Deputy Sheriffs' Association, hereinafter referred to as the Association, and constitutes the sole and complete agreement between the parties. The purpose of this Agreement is to promote mutual agreement and understanding between the parties and to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other employment relations matters pertaining to employment consistent with the County's objective of providing maximized efficiency, safety and services to the public and employees of Linn County. It is understood and agreed that there is a division of responsibility between the Board of Commissioners and the Sheriff of Linn County, Oregon, in the administration of the County, as provided by Oregon Revised Statutes, and that the following articles, or portions thereof, are the responsibility of the Board or the Sheriff, in accordance with such statutes.

ARTICLE 1 – RECOGNITION

1.1 For the purpose of collective bargaining with respect to wages, hours, benefits and other employment relations matters, the County recognizes the duly elected and certified Association as the sole and exclusive representative of the following classifications: All regular full-time and part-time Sheriff's Office employees in the classifications of Deputy Sheriff, Detective, Resident Deputy Sheriff, Polygraph Examiner, Corrections Deputy, Transportation Aide, Sheriff Services Aide, Corrections Nurse (LPN/RN), Medication Aide, Jail Maintenance Worker, Civil Deputy, Civil Clerk, Communications Dispatcher, Community Services Specialist, Sheriff Accounting Clerk, Control Room Operator, Computer Resource Specialist 1 and 2, , Emergency Management Coordinator, Property Clerk, Compensatory Service Coordinator, Purchasing/Fleet Manager and Sheriff's Custodial Worker, but excluding all supervisors, temporary, seasonal and casual employees.

1.2 Should the County create a new classification to be included in the bargaining unit, or significantly modify the duties of an existing classification, the provisions of Article 2 concerning mid-term changes shall apply.

ARTICLE 2 – EXISTING CONDITIONS

2.1 The County shall be obligated to negotiate over existing conditions that are mandatory subjects of bargaining, whether or not they are covered by this agreement, if the County intends to alter, change or modify such conditions

2.2 Nothing in this Agreement, or in this Article, will be construed to prevent the County from initiating any program or change which is not contrary to an express provision of this Agreement or an existing past practice as provided in Section 1 hereof.

2.3 In the event the County desires to amend or modify or change any of its existing conditions that are mandatory subjects of bargaining or permissive subjects that have a mandatory impact, the County will provide an Association representative with written notice of the proposed change. Any disagreement as to whether or not mid-contract bargaining is required by Oregon law shall be resolved by means of an Unfair Labor Practice at the Employment Relations Board. The procedure in this section is only to be utilized when both parties agree that mid-contract bargaining is required. The Association shall have fourteen (14) calendar days to object in writing to the Undersheriff or his/her designee. The failure of the Association to object to the proposed change within fourteen (14) calendar days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject. Thereafter, the parties shall bargain in good faith over said changes for a period not to exceed thirty (30) calendar days. If after the passage of thirty (30) calendar days, the parties have not reached agreement, either party may declare an impasse and initiate interest arbitration proceedings by requesting a list of seven (7) arbitrators from the Employment Relations Board (ERB). Within seven (7) days of receipt of the list from the ERB, the parties, by lot, will alternately strike names from the list until only one (1) arbitrator remains on the list, who shall serve as the arbitrator. The arbitrator shall conduct a hearing within thirty (30) days of announcement of his/her selection, or at such other time as the parties mutually agree. The parties shall submit evidence in support of their last best offer pursuant to law. The arbitrator shall make a binding decision on the parties as to whether the County's proposal or the Association's proposal shall be adopted pursuant to the interest arbitration criteria established by law.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 It is recognized that an area of responsibility must be reserved to the Board/Sheriff if County government is to effectively serve the public. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the Board/Sheriff and are not subject to negotiation. By way of illustration and not of limitation, the following are listed as such management functions:

- A. The determination of the governmental services to be rendered to the citizens of Linn County.
- B. The determination of the County's financial, budgetary, accounting and organization policies and procedures.

- C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the Board establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- D. 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 determination of duties and qualifications of job classifications; the right to hire, promote, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds or the occurrence of conditions beyond the County's control where the continuation of work would be wasteful and/or unproductive; the right to abolish positions or reorganize departments or divisions; the right to determine schedules and hours of work; the right to purchase dispose and assign equipment or supplies; the right to establish work rules; and the right to contract or subcontract any work, except to the extent allowed by law.
- E. The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is expressly retained by the County.

3.2 This Article shall not preclude the Association and the County from meeting during the period of this Agreement at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties. However, the parties acknowledge that each had the right and opportunity during the course of negotiation this Agreement to raise and discuss any and all subjects which might have been raised for collective bargaining and during the term of this Agreement the County shall not be obligated to bargain with the Association with respect to the exercise of any of its rights, functions or prerogatives, and subjects covered by the terms of this Agreement, or any subject which was or might have been raised in the course of collective bargaining.

3.3 This article does not constitute a waiver by the Association of any right to bargaining concerning a mandatory subject of bargaining not within the scope of Section 3.1. If a decision or the impact of a decision is subject to bargaining, the expedited procedures in Article 2 will apply.

ARTICLE 4 – ASSOCIATION RIGHTS

4.1 Representative. The names of the employees selected as Representatives and of the Association Representative responsible for representing the bargaining unit shall be certified in writing to the County by the Association. Duties required by the Association of its Representatives, excepting attendance at meetings with the Board/Sheriff or supervisory personnel concerning the investigation and/or processing of a pending grievance, shall not interfere with their or other employees' regular work assignments as employees of the County. Representatives shall be granted a reasonable amount of time

during regular work time to investigate grievances, process grievances, or to represent employees in investigative interviews which may reasonably lead to disciplinary action with prior approval of the supervisor, provided there is no unreasonable interference with normal duties. Such approval will not unreasonably be withheld. Contacts between Representatives and employees of the Association, except the aforementioned activities, shall be made outside working hours. Meetings under this Article which occur outside the regular working hours of a Representative or other County employee shall be treated as noncompensable Association business.

4.2 County-Association Meetings. All meetings between the Board/Sheriff and the Association, including collective bargaining sessions, may be held, if practicable, during regular working hours, on County premises and without loss of pay to authorized participating employees. The number of Representatives and/or other employees representing the Association, including any aggrieved employee, shall be limited to three (3) without loss of pay.

4.3 Except as otherwise specifically permitted in this Agreement, employees shall not engage in Association activities during working hours.

4.4 The County agrees to allow wall space in a convenient place in each work facility not to exceed 3' x 4', for a locking bulletin board, access to which will be controlled by the Association President or his/her designee. County work facilities consist of the Sheriff's Office Building/Jail; the civil office; and substations in Lebanon, Sweet Home and cities in Linn County with law enforcement contracts with the Linn County Sheriff's Office. Such bulletin boards will be supplied by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards, and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and to the business of the Association. A copy of all material to be placed on bulletin boards shall be furnished to the Sheriff or his/her designee before posting. If the County objects to the content of the material, the Association agrees that it will meet to discuss the objection before the material is posted.

4.5 The County agrees that accredited representatives of the Association, upon proper introduction, may have reasonable access to the premises of the County to investigate working conditions and grievances. Association representatives shall first report their presence and intentions to the Sheriff or the Sheriff's designee and shall conduct their activities in a manner which avoids loss of time or disruption of operations.

4.6 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, union membership or non-membership, or political affiliation. All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

4.7 The parties agree not to interfere with the right of employees to become members or to refrain from becoming members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the County or the Association or any County or Association representative, against any employee because of Association membership or non-membership or because of any employee activity in an official capacity on behalf of the Association which does not violate the law or this Agreement.

4.8 New Employee Orientation. The Association representatives will be scheduled to meet for up to one-half hour with new employees during the orientation process to provide background information concerning the labor agreement and membership obligations.

ARTICLE 5 – EMPLOYEE COUNCIL

5.1 Committee Purpose. The parties have jointly recognized that the creation of an effective employee council requires trust and commitment and open channels of communication. The parties believe that the operation of the Sheriff's Office and the working relationships therein will be enhanced by the continuation of the employee council. The purpose of the council is to:

- (a) seek mutual respect and understanding between the County, employees and Association members.
- (b) solve problems in the best interest of County residents, employees, and Association members.
- (c) maintain cooperative labor management relations.
- (d) broaden all employees' understanding of the cooperative process.
- (e) promote participatory decision-making.
- (f) seek to understand and be understood.
- (g) to complete special projects related to the operation of the Sheriff's Office.

Established by agreement of the parties, the council shall be authorized to advise the County and the Association Executive Committee of possible solutions to on-going issues of mutual interest; for example, employee benefits, employee training and other workplace issues, etc.

5.2 Participation. Participation in the Employee Council will consist of the Sheriff and/or his designated Command Staff representatives and the Association's E-Board members and/or their designated representatives. The Command Staff and E-Board members and their representatives shall be appointed to the Council with the parties notified of the appointments in writing. A quorum for a meeting of the Council will be two (2) Sheriff's representatives and three (3) Association representatives. The

participation of appointed Association representatives will be considered as hours worked and will be compensated at the employee's regular rate of pay. As with past practice, employee council meetings are open to all others within the Sheriff's Office, but such participation is purely voluntary and will not be compensated.

5.3 Operational Guidelines. Any issue affecting the Sheriff's Office may be brought before the Council for consideration. The Council is not intended to be a substitute for the grievance process in Article 17. The committee shall keep a record of its activities and make a reasonable effort to communicate its actions to and receive input from employees impacted by the committee's recommendations.

5.4 Meeting Schedule. The Council shall meet by mutual agreement but will be scheduled no less than four (4) times per year. If a meeting is held but there is no quorum, that meeting counts as one (1) of the four (4) annual meetings.

ARTICLE 6 – DUES, DEDUCTIONS AND FAIR SHARE

6.1 It shall be a condition of employment that all bargaining unit employees covered by this Agreement shall, on the thirty-first day following employment, either become members of the Association, or shall pay an amount of fair share in lieu of, monthly Association dues to the Association except as expressly modified in Section 6.2 below.

6.2 In order to safeguard the rights of non-Association or bargaining unit employees based on a bona fide religious tenet or teaching of a church or religious body of which an employee is a member, the employee may exercise the choice of joining the Association, or making an in-lieu-of dues payment to the Association, or paying an amount of money equivalent to regular Association dues to a nonreligious charity. In the event such employee elects to make payment to a nonreligious charity, such employee may be requested by the Association to substantiate such payment and reasons therefore.

6.3 The Association shall notify the County of the current rate of dues and fair share in lieu of fees in a timely manner which will enable the County to make necessary payroll deductions as specified below. The County will notify the Association of new hires, promotions out of the bargaining unit, promotions within the bargaining unit, and terminations in a timely manner.

6.4 Each employee, within thirty (30) days of employment, shall sign an individual authorization form indicating whether the employee elects to pay dues or in-lieu-of dues. Such form shall be provided by the Association and shall be completed in triplicate with the original being sent to County Central Payroll, one copy to be retained by the Office and the third being provided to the Association along with the monthly itemized statement.

6.5 Pursuant to Sections 6.1 and 6.2 above, the County shall deduct from the paycheck each month of all employees in the bargaining unit the specified amount for the payment of Association membership or payment in-lieu-of dues, to the Association.

6.6 The County agrees to remit the aggregate deductions, together with an itemized statement to the Association, by the first payroll date of the succeeding month after such deductions are made.

6.7 Association Training Hours Bank. The parties agree to the establishment of a bank of hours for uses by Association officers or members for the purpose of obtaining training for Association officers or members.

- A. Upon notification of an Association decision, pursuant to the Association's constitution and by-laws, the County shall annually transfer the specified number of vacation hours (dues) from each member of the Association to the Association Training Bank in accordance with Section 6.3.
- B. As an alternative, member donations to the bank are authorized as follows: one time per year, Association members may make a voluntary donation of their vacation hours to the Association Training Bank. The County shall make a transfer from the member's vacation balance to the Bank upon receipt of a form approved by the County authorizing the transfer.
- C. Transfers and donations to the Bank are permanent with any balance remaining year to year rolled forward. The Bank hours have no cash value other than being used for training as stated above.
- D. The Association bears the sole responsibility for decisions regarding the use of hours in the Association Training Bank and the County will allocate such hours as directed by the Association. The County shall approve or deny requests for leave utilizing the Association Training Bank in a manner consistent with Article 9.5 Scheduling of Vacations.

6.8 The Association agrees that it will indemnify and save the County harmless from all suits, actions, and claims against the County of persons acting on behalf of the County arising out of the County's faithful compliance with the terms of this article, provided the County notifies the Association in writing of such claim and tenders the defense to the Association.

ARTICLE 7– HOURS OF WORK

7.1 Work Week. Except for employees on a 4-12 schedule, the “work week”, shall be defined as seven (7) consecutive days commencing at the start of the employee's work schedule.

7.2 Work Day. A "work day" shall be defined as a twenty-four (24) hour period commencing at the start of the employee's work schedule.

7.3 Work Schedule. All employees, except for shift rotation, shall be scheduled to work on a regular work schedule. Except for emergency situations, as determined by the County, and during the duration of the emergency, work schedules for any work shift shall not be changed unless seven (7) days' notice is provided to the employee. An emergency is defined as any unforeseeable circumstances or situation requiring the presence of law enforcement personnel for the protection of life or property or to conduct County business. The seven (7) day notice requirement provided above pertaining to work schedule changes may be waived by the employee when the change is mutually agreeable with the affected employee and the County.

A "work schedule", consistent with the operating requirements of the County, shall be a 5-8, 4-10, 4-12, 2/3/2-12, flexible or part-time as follows:

- (a) A "5-8" work schedule shall consist of five (5) consecutive work days of eight (8) work hours each work week.
- (b) A "4-10" work schedule shall consist of four (4) consecutive work days of ten (10) work hours each work week.
- (c) A "4-12" work schedule shall consist of an eight (8) day "tour-of-duty" with four (4) consecutive days of twelve (12) work hours followed by four (4) consecutive days off. The "4-12" work schedule will rotate to the alternate twelve (12) hour period (switch between day and night shifts) every two (2) months.
- (d) A "2/3/2-12" work schedule shall consist of a fourteen (14) day "tour-of-duty" with two (2) consecutive days of twelve (12) work hours followed by two (2) consecutive days off followed by three (3) consecutive days of twelve (12) work hours followed by two (2) consecutive days off followed by two (2) consecutive days of twelve (12) work hours followed by three (3) consecutive days off. The "2/3/2-12" work schedule will rotate to the alternate twelve (12) hour period (switch between day and night shifts) every six (6) weeks.
- (e) An "alternate" work schedule shall be equal in total hours worked during the work week to that of a "5-8" employee but shall have no maximum or minimum number of work hours per day or work days per week. Such work schedule shall not be in effect unless agreed upon in advance by the individual affected employee and the County.
- (f) "Regular part-time" employees shall be scheduled to work a portion of any of the above-specified schedules.

7.4 There shall be a regular rotation of shifts on multi-shift operations. In instances of shift rotation, the County may use rollover days to minimize overtime liability.

7.5 Rest Periods. A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the shift supervisor in accordance with the operating requirements of each employee's duties, and shall be considered on-duty time. Such rest period shall not be unreasonably denied.

7.6 Meal Periods. Except for those positions which the Sheriff determines will be subject to a one (1) hour unpaid meal period, all employees shall be granted a one-half (½) hour paid lunch period during each working shift, during which time they are subject to call when needed. Those employees granted a one (1) hour unpaid meal period will not be on call unless otherwise notified at the outset of the lunch period. Employees who are required to be on call or work through the lunch period will be paid in accord with this Agreement.

7.7 Twelve Hour Shift Schedules. For both the "4-12" and the "2/3/2-12" work schedules, employees shall be given eight (8) hours compensatory time for each twenty eight day cycle to be used as flex time or paid at the employee's option. This time cannot be accrued and must be taken in the twenty eight (28) day work cycle in which it was earned. No later than seven (7) days into the twenty eight (28) day work cycle, each employee shall present to their supervisor their proposed schedule for the eight (8) hours off in two (2) four (4) hour blocks. If the County is unable to schedule the time off, the County shall pay the employee at his/her current straight time pay.

7.8 Call-In Time. Any employee called to work outside his regular shift shall be paid a minimum of three (3) hours at one and one-half (1 ½) times the employee's regular rate of pay, except for such call-in or court appearance that is within two (2) hours of the employee's regular shift, or such call-in that is for purposes of getting the employee to complete work that should have reasonably been completed before the end of the employee's prior shift. This includes all court appearances out of shift. Employee shall return to the County all subpoena fees received for in-line-of-duty court appearances.

7.9 Court appearances and trial preparation during any day shall be deemed to commence from the time an employee is required to appear in court or meet with the District Attorney's representatives for trial preparation, and shall continue until released by the court or the District Attorney's representative that day. Travel and court noon recesses of one (1) hour but at least thirty (30) minutes in duration shall not be considered time worked unless the employee performs work during that time.

7.10 Telephone Calls. For telephone call work lasting more than fifteen (15) minutes, an employee shall be paid at one and one-half (1 ½) times the employee's regular rate of pay for work performed (actual time spent from starting to perform a work-related task to completing immediate, necessary action) outside their normal working hours (see 7.3). Any work performed in this manner should be pre-approved or, if not practical, the work should be reported as soon as possible. This is not intended to provide an authorization

or establish a requirement that employees make themselves available to receive work-related phone calls outside their normal working hours.

ARTICLE 8 – PERSONAL DAYS

8.1 Personal Days in Lieu of Holidays. Employees in the bargaining unit shall accrue personal days in lieu of holidays at the rate of 8.666 hours per month. Such personal days may be used at the discretion of the employee, with approval of the Sheriff or his/her designee. Accrual shall begin with the anniversary date of appointment or assignment to the position for which personal days are authorized,

8.2 Maximum Accrual. employees may accrue up to a maximum of 104 hours of personal days in lieu of holidays. Any amount accrued over the maximum is lost.

ARTICLE 9 – VACATIONS

9.1 Vacation leave shall be accrued on the basis of length of continuous service from the date of employment.

9.2 Employees shall accrue vacation leave in accordance with the schedule below:

<u>Length of Service</u>	<u>Rate of Accrual</u>
0 through 4 years	8.67 hrs/month
5 through 11 years	11.33 hrs/month
12 through 19 years	14.67 hrs/month
20 years and after	16.00 hrs/month

Part-time bargaining unit employees who work at least twenty (20) hours per week, and job share employees, shall accrue vacation leave on a pro rata basis.

No vacation shall accrue when an employee has accumulated the maximum permitted by Section 3.

9.3 Accumulation. Vacation leave may be accumulated up to a maximum of two hundred eighty (280) hours. Part time and job share employees who are members of the bargaining unit may accumulate vacation leave up to a maximum number of hours based on the percentage of Full-Time Equivalent (FTE) employment they hold with Linn County.

9.4 Notice. An employee who has accumulated vacation leave in an amount which when the next month's vacation leave accrual is added will exceed the maximum allowed by section 3, shall request vacation time off. Such request shall be made to the County at least fifteen (15) working days before the end of the month.

9.5 Scheduling of Vacations. Vacation time shall be scheduled by the employee's supervisor, based primarily on the needs of efficient operation and availability of vacation relief. Where practical, an employee shall have the right to determine his/her own vacation time schedule. No employee shall be granted a continuous vacation of more than twenty (20) workdays in any twelve (12) month period. Vacation time may be taken in increments of one half (1/2) day. An employee may request to take vacation in increments as small as one half (1/2) hour in cases of personal need or emergency. The County may limit the granting of vacation increments of less than one half of a workday to not more than five (5) occurrences in any twelve (12) month period. If two (2) or more employees request the same period of time for vacation and the conflict cannot be resolved by agreement of the parties concerned, the employee having the greatest length of service shall be granted the vacation time period requested.

9.6 Vacation Credit. Upon separation of an employee from County service or in the event of the death of an employee, all accumulated vacation credit and personal time, not to exceed the maximum accumulation permitted by section 3, shall be paid either to the employee or the employee's heirs or estate, whichever the case may be.

ARTICLE 10 – ILLNESS/INJURY/FAMILY LEAVE

10.1 Scope. Sick leave shall encompass absence from work by reason of illness or injury or of a condition requiring the care of a physician or required confinement in a hospital. Upon reasonable suspicion of abuse of sick leave by the County, an employee may be required to furnish evidence supporting the need for the use of sick leave at no cost to the County.

10.2 Accrual. A full-time employee shall accrue sick leave at the rate of one (1) day (equals 8 hours) for each month worked to be used in the event of his/her own sickness, or if a member of his/her immediate family is sick requiring the employee's assistance. Employees working less than full time shall accrue sick leave at a pro rata amount based on the full-time rate, and may accumulate sick leave up to a maximum number of hours based on the percentage of Full Time Equivalent (FTE) employment they hold with the County.

10.3 Notification. Any employee who is ill or unable to report to work for any reason, shall notify his/her immediate supervisor or designee as soon as possible, but no later than one (1) hour prior to the employee's normal work reporting time. In the case of continuing illness, the employee shall continue to notify his/her immediate supervisor of inability to report to work.

10.4 Extended Illness Certificate. When an employee has been absent from work because of illness or injury for a period in excess of four (4) working days, the County may require certification of an attending physician to substantiate that an illness or injury prevents the employee from working.

10.5 Return to Work Certification. When an employee has been absent from work because of illness or injury for a period in excess of four (4) working days, the County may require certification of an attending physician that the employee is physically capable of returning to work. The cost of any examination for the purpose of such certification shall be paid by the County.

10.6 Hardship Leave. The parties are desirous of providing an opportunity for an employee who is suffering from a very serious illness or injury to receive additional sick leave through a voluntary transfer of vacation leave from a donating employee to a recipient employee under the following circumstances:

A. Donating Employees

1. A permanent employee may donate up to five (5) days (forty (40) hours) of accrued sick or vacation leave per year, in full day blocks (eight (8) hours). Upon approval by the Sheriff, a permanent employee may donate up to an additional five (5) days (forty (40) hours) of vacation, for a total of ten (10) days (eighty (80) hours) per fiscal year in full day (eight (8) hour) blocks.
2. Donating employees must maintain a minimum vacation or sick leave accrual balance of ten (10) working days after the number of donated days has been subtracted from their vacation or sick leave balance.
3. Donating employees shall complete a form approved by the County authorizing the donated hours to be credited to the recipient employee.

B. Recipient Employees

1. Permanent employees may receive donated vacation or sick leave days from donating employees. Donated vacation or sick leave days shall be credited to the recipient employee's sick leave accrual balance on a day for day basis.
2. A recipient employee shall be eligible to receive donated vacation or sick leave days only after the recipient employee's sick leave, personal days, compensatory time and vacation balances have been completely exhausted.
3. Donated vacation or sick leave days can be credited to the recipient employee's sick leave account balance only for serious

illness or injury of the recipient employee that exceeds fifteen (15) working days.

4. The maximum number of donated days which a recipient employee will be eligible to receive for one illness or injury shall be eighty (80) working days (640 hours). Upon approval by the Sheriff, a permanent employee with an extremely serious illness or injury may request up to an additional forty (40) working days (320 hours) for a maximum not to exceed one hundred and twenty (120) working days (960 hours) of donated time.

C. Procedure and Limitations

1. Employees may arrange for the donation of days in advance of the need of the recipient employee, but only for a specified, known illness or injury.
2. In the event donated days are not used by the recipient employee, they will remain as accrued sick leave available to the recipient employee. In the event the recipient employee dies or leaves county employment, the sick leave balance is forfeited.
3. Donation and receipt of donated days may be between employees without regard to bargaining unit membership.
4. The recipient employee (or their representative) shall make the request for donated leave to their supervisor. The Sheriff's Office will then relay the request to the Personnel/Benefits section (or Accounting). Donated leave can be utilized during the month donated and future months thereafter.

10.7 Sick Leave Without Pay. When an employee has been absent from work because of illness or injury and has exhausted all sick leave, personal days, compensatory time and vacation balances, the employee may apply to the Sheriff for sick leave without pay for a period not to exceed ninety (90) days. To be considered for sick leave without pay, the employee must submit an application in writing to the Sheriff. The application must be supported by a physician's or practitioner's written opinion that the employee will be able to return to work within the ninety (90) day period. The Board of Commissioners will evaluate the application and will either approve or disapprove it. Should the application be approved, the County will continue to pay the County's portion of the medical insurance premium for the employee for up to three (3) premium payment periods following the month in which the sick leave without pay was granted by the Board. During the sick leave without pay, the employee shall not accumulate sick leave, personal days, vacation or other benefits.

10.8 Recuperative Leave. If an employee is not eligible for sick leave without pay under section 10.7, and has exhausted all sick leave, personal days, compensatory time and vacation balances, the employee may apply to the Sheriff for recuperative leave without pay for a period not to exceed one (1) year's duration or until such employee is released by the employee's physician to return to work, whichever comes first. The application must be supported by a physician's or practitioner's written opinion that such leave is necessary and that the employee will be able to return to work within one (1) year. The Board of Commissioners will evaluate the application and will either approve or disapprove it. During the recuperative leave without pay, the employee shall not accumulate sick leave, personal days, vacation or other benefits.

10.9 Family Medical Leave. Consistent with County Policy, an employee may be eligible for Family Medical Leave under state and federal law to care for a spouse or domestic partner, parent, parent- in-law, parent of domestic partner or child with a serious health condition, or sick child requiring home care, or for the employee's own serious health condition, or for parental leave for the birth of a child or for placement of a child under 18 years of age for adoption or foster care. As a general rule, such leave shall not exceed twelve (12) weeks within any twelve (12) month period, except as otherwise required by law.

10.10 Absence Under Workers' Compensation Program. Should an employee experience an on-the-job injury compensable under the Workers' Compensation program, the County shall supplement the amount of money received by the employee from the Workers' Compensation insurance carrier beginning on the first (1st) calendar day in an amount to insure that the injured employee will receive one hundred percent (100%) of his/her monthly net take home pay. The County's supplemental payment shall be charged against the employee's sick leave accumulation. The County supplemental payment responsibility shall terminate on the date the sick leave accumulation is exhausted.

10.11 Compassionate Leave. If an employee must lose work because of a death in the immediate family (spouse or domestic partner, child, parent, brother, sister, parent of present living spouse or domestic partner, grandparent, grandchild) the employee is authorized use of up to four (4) days of paid leave for absence to attend the funeral services. If more than one (1) day of travel to and from the funeral is required, up to two (2) days of sick leave credit may be used for travel. Additionally, if needed by the employee, an additional twenty (20) days without pay, accrual of sick or vacation leave, may be granted by the Employer.

ARTICLE 11 – MISCELLANEOUS LEAVES

11.1 Leaves of Absence Without Pay. Leaves of absence without pay, or accrual of sick leave, personal days, vacation and other benefits for a specified period, not to exceed one (1) year, may be granted by the County. Application for such leave shall be reviewed and approved or disapproved by the County. Leave will not be granted for the purpose of seeking or engaging in gainful employment unless otherwise approved by the Sheriff. If it can be shown that an employee on such leave has engaged in gainful employment, the employee's position shall be declared vacant by the County.

11.2 Military and Peace Corps Leave. Military and Peace Corps leave shall be granted in accordance with state and federal law.

11.3 Jury Duty. An employee shall be granted leave with pay at the regular rate any time he/she is required to report for jury service, in lieu of jury service fees which shall be paid over to the County. Should an employee be required to miss work because of court appearances as a party or as a witness unrelated to an employee's official assigned duties, the employee shall not receive pay for that amount of work time missed.

11.4 Failure to Return From Leave. Any Association employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his/her position with the County. The employee's position shall thereupon be declared vacated by the County sending notice of intent to terminate the employee's right to return to employee's last known address, with a copy to the Association.

ARTICLE 12 – WAGES

12.1 Compensation.

- A. Effective July 1, 2012 and July 1, 2013 increase wages across the board by 0%.(shown at Appendix A).
- B. Effective July 1, 2014 and 2015 increase wages across the board by 2%.
- C. Effective July 1, 2009, contribute 1% of salary to the 457 Deferred Compensation Plan selected by the employee.

12.2 Pay Period. Employee monthly pay periods shall end on the last day of the month. Employees shall be paid on or before the fifth (5th) day of each month following the month of the pay period.

12.3 Payday. Should the regular payday fall on a Saturday, Sunday or holiday, the paychecks will be delivered to employees on the preceding regular workday. This

provision is not applicable if it would result in payday being before the first of the month.

12.4 Retirement Benefits. The County shall continue to participate in the Public Employees Retirement System (PERS). The employer is responsible for paying the employee contribution to PERS pursuant to ORS 238.205 and ORS 238A.340.

12.5 Sick Leave Upon Retirement. The County agrees to continue to participate in the Sick Leave conversion program provided for by ORS 238.350. For those employees eligible to use their sick leave as allowed per ORS 238.350 but do not do so and, in addition, have a minimum of ten (10) years of service, the County will pay the employee one-half (1/2) of their ending sick leave balance to a maximum of 960 hours; i.e. maximum pay-out of 480 hours of unused sick leave. The County would then inform PERS that zero (0) hours of sick leave are accrued for use per ORS 238.350.

12.6 Salary on Demotion. When an employee demoted to a job classification in a lower range that has a salary step at the same dollar value as the employee's previous salary step, the employee's salary shall be maintained at that step in the lower range. Whenever an employee demotes to a job classification in a lower range, but their previous salary is above the highest step of that range, the employee shall be paid at the highest step in the new salary range. This Section shall not apply to demotions resulting from official disciplinary actions or rotations from an assignment as a Detective.

12.7 Merit Increases. Annual merit increases shall be one step in the salary range and shall be given on the employee's eligibility date if the employee's performance for the year preceding the eligibility date has been competent, and the employee is not already at the top of the salary range.

12.8 Overtime. The following definitions shall be applicable for this section.

- A. Work Cycle: Except for forty-eight (48) hour employees subject to an eight (8) day work cycle, the "work cycle" shall be a seven (7) day period.
- B. Overtime: "Overtime" shall be all work performed in excess of forty (40) hours in a work cycle or forty-eight (48) hours in a work cycle for employees on a 4/12 shift, or eight (8) hours in a workday, for employees on a 5-8 schedule, ten (10) hours in a workday for employees on a 4-10 schedule, and twelve (12) hours in a workday for employees on a 4-12 schedule.
- C. Due to the public safety functions performed by employees of the Sheriff's Office and the frequent mandatory interface with the judicial system, "work performed" shall include holiday time, vacation time, sick time and/or compensatory time.

12.9 Subject to the exception in Section 12.10, all authorized overtime work shall be compensated by cash payment at the rate of one and one half (1-1/2) times the regular hourly rate. The employee may elect to receive overtime payments into his/her 457 Deferred Compensation Plan.

12.10 At the discretion of the Sheriff on a consistent basis across the bargaining unit, an employee may receive compensatory time off instead of overtime at the rate of one and one-half (1 ½) hours for each hour worked. An employee may accrue compensatory time off for up to sixty (60) hours. When an employee reaches sixty (60) hours of compensatory time, the employee will be paid by the County for all time in excess at the end of each pay period, unless otherwise mutually agreed between the employee and the Sheriff. An employee may utilize compensatory time off in conformity with the FLSA. The parties agree that the County will not be obligated to schedule compensatory time off, and that such request is unduly burdensome, if the County does not receive at least seven days advance notice of the requested time off. Any unused accumulated compensatory time off shall be paid in cash at the time of termination, death or transfer outside the bargaining unit.

12.11 The County shall be the sole judge as to the necessity, requirement, and qualifications of personnel to work overtime. Commanding officers in charge of a division, or supervisors in charge of a shift or unit, are the only employees authorized to require or authorize overtime by employees. Employees who work overtime without authorization will be paid for unauthorized overtime work, and may be subject to discipline.

12.12 Overtime Calculations. Overtime shall be calculated to the nearest quarter (1/4) hour worked with rounding always going up to the next one-quarter. Compensation shall not be paid twice for the same hours, nor shall the same hours be used twice in the computation of overtime.

12.13 DPSST Certification Pay. Those members who have obtained advanced DPSST certification shall receive 5.0% premium pay on top of their base salary. Those members who have obtained intermediate DPSST certification shall receive 2.5% premium pay on top of their base salary.

12.14 Education Incentives. Those members who have obtained advanced DPSST certification and who possess a BA/BS degree shall receive 2.5% premium pay on top of their base salary. Those members who have obtained intermediate DPSST certification and who possess either a BA/BS degree, or an AA/AS degree (or its equivalent for someone working towards a BA/BS degree), shall receive 1.25% premium pay on top of their base salary. Those members who have obtained advanced DPSST certification and an AA/AS degree (or its equivalent for someone working towards a BA/BS degree), shall likewise receive 1.25% premium pay on top of their base salary.

12.15 Longevity. At an employee's tenth (10th) year anniversary, the employee will receive 2.5% premium pay on top of their base salary in recognition of the knowledge of the job they have acquired in those years of service. At an employee's fifteenth (15th) year anniversary, the employee will receive an additional 2.5% premium pay on top of their base salary in recognition of the knowledge of the job they have acquired in those years of service.

12.16 K9 Pay. Those members who are assigned as K9 Officers shall receive 5% compensatory pay on top of their base salary (on a monthly basis).

12.17 Bilingual Pay. Those members who are in positions designated by the Sheriff as requiring bilingual ability shall receive 5% bilingual pay on top of their base salary (on a monthly basis). Bilingual ability in the designated language will be demonstrated by successfully completing the required test(s).

12.18 Nurse On-Call Pay. Correction Nurses who are assigned on-call duty shall receive 2% on-call pay on top of their base salary for each week scheduled.

ARTICLE 13 – INSURANCE

13.1 County Contributions. During the term of this Agreement the County will pay on behalf of bargaining unit personnel and their dependents, an amount equal to 100% of the premium of the ODS (health, vision and prescription) and the Willamette Dental Group, but not to exceed the amount actually charged by the health plan or insurance carrier for health, dental and vision coverage(s). The plan design shall be at least equal to or better than the design of the ODS plan that was in effect when this contract was ratified, a copy of which is attached hereto as Appendix B. That amount of contribution may be applied to other plans offered by the County should the employee so choose. The choice of the plan is to be made by the employee as provided in Article 13, Section 13.3 of this Article.

13.2 Employee Contributions. The County and Association agree that bargaining unit personnel will pay through payroll deduction any premium amounts in excess of the County's insurance premium contribution.

13.3 Coverage Changes. Once a year, during the period of June 1 through June 25, the County shall allow bargaining unit personnel to elect to change health/vision and dental provider and category of coverage.

13.4 Life Insurance. Unless modified as part of the compensation "reopener" process detailed in Article 12, Linn County shall provide \$50,000 of group term life insurance, including AD&D, for each employee following three months of employment, except for deputies and corrections officers, which shall receive life insurance coverage upon commencement of employment. Additionally, insured employees may purchase additional coverage at the rate set forth in the policy.

13.5 The County shall indemnify and defend employees of the Sheriff's Office against claims and judgments incurred in, or arising out of, the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

14.1 Parking. Linn County, consistent with current practice, will make reasonable efforts to provide the employees with adequate parking at no cost to the employee within a reasonable distance from the employee's place of work and ensure, for non-certified employees, that the parking is under such circumstances to ensure employee's safety.

14.2 Uniform/Clothing Allowance. The County shall provide cleaning for uniforms and plain clothes allowance for detectives (annual payment for detectives of \$500) according to current practice. In addition, the County will reimburse the cost of job related equipment up to a maximum of \$300 every two (2) years for Criminal, Corrections and Civil Division deputies. The County is not required to reimburse for any claim totaling less than \$75.

14.3 Expense Reimbursement. Reimbursements for expenses connected to the performance of official duties as an employee of the County (travel, meal, lodging reimbursement, etc.) shall be covered by the provisions of and paid at the rate specified in the County Personnel Policy, Chapter 6, Expense Allowance (206.010 through 206.070). Such rates shall not be reduced during the term of this Agreement.

14.4 Time Off Requests. Except in unusual circumstances, the County normally will inform the employee if a time off request has been granted or denied within seven (7) calendar days of when the request is made. No request for time off shall be unreasonably denied.

14.5 Residency. There shall be no residency requirements.

14.6 Physical Fitness Incentive Program. Those members who successfully complete the ORPAT Fitness Test in two consecutive calendar quarters (while not using tobacco products during that time) shall be granted one day (8 hours) off with pay. No more than one day off per two calendar quarters can be earned and physical fitness training and testing shall be performed on the employee's own time.

ARTICLE 15 – PROBATION

15.1 New Employees. All non-certified employees hired into the bargaining unit in positions requiring certification or voluntarily transferred into such positions shall serve a probationary period starting with their date of hire and ending twelve (12) months after the date that their basic certification is issued by DPSST or after twenty-four (24)

months from their date of hire, whichever occurs first. The Association recognizes the right of the County to terminate probationary employees for any reason, with or without cause, and any such termination shall not constitute a violation of this Agreement.

15.2 All employees already possessing appropriate certification for bargaining unit positions requiring such certification, and all other employees hired into positions not requiring certification shall serve a probationary period of twelve (12) months. The Association recognizes the right of the County to terminate probationary employees for any reason, with or without cause, and any such termination shall not constitute a violation of this Agreement.

15.3 Promotional Probationary Period. Employees promoted or transferred to a higher bargaining unit job classification within their "operational unit" not requiring certification shall serve a promotional or transfer probationary period of six (6) months. For a period of up to six (6) months from the date of promotion, a promoted probationary employee who fails to qualify in the new position for reasons other than misconduct or delinquency, and who was a regular employee immediately prior to this promotional appointment, shall be reinstated to the employee's former position.

15.4 Application of Agreement to Probationary Employees. This Agreement shall not apply to new employees during the first month of their probationary period. After completion of the first month of employment, the terms of this agreement shall apply, except that the decision of the County regarding discharge of an employee on probation or extended probation is not subject to the grievance process or any other form of challenge or review based on this Agreement.

ARTICLE 16 – DISCIPLINE AND DISCHARGE

16.1 Except in the case of probationary employees, who may be disciplined with or without cause, disciplinary action may be imposed upon an employee only for just cause using the principles of progressive discipline. Although disciplinary action is usually progressive in nature, it may be imposed at any level if supported by just cause and based upon the seriousness of the offense and the particular circumstances of the employee. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances.

16.2 If disciplinary action is to be taken against an employee, the County will attempt to impose such discipline in a manner that will not embarrass the employee before other employees or the public.

16.3 Neither the Association nor a probationary employee shall have the right to appeal disciplinary action of a probationary employee pursuant to Article 17, Settlement of Disputes.

16.4 Investigations of complaints will be conducted pursuant to LCSO Policy 1020 which provides for procedures to be utilized during an IA investigation. Any provisions of this policy which are mandatory subjects of bargaining will not be changed without satisfying the County's obligation to bargain such changes.

16.5 The Sheriff recognizes that the Association may conduct its own investigation and indeed has an obligation to do so. The Sheriff will not interfere with the Association's investigation as long as such investigation does not unreasonably interfere with the operations of the Sheriff's Office.

16.6 If the County determines that discipline of an economic nature will be imposed, the employee will be furnished with a copy of all of the reports of the investigation. The employee shall have ten (10) days from receipt of the investigative reports to respond to the proposed discipline, either in writing or in person, as to why the proposed discipline would be inappropriate.

ARTICLE 17 – SETTLEMENT OF DISPUTES

17.1 Definition of Grievance. For the purpose of this agreement, a grievance is defined as any one of the following:

- a. A claim by an employee covered by this agreement concerning the meaning or interpretation of a specific provision or clause of this agreement as it affects such employee;
- b. A claim by the Association concerning the application of a specific provision or clause of this agreement as it affects a specific member of the Association.

In the event of a grievance concerning a disciplinary issue, an individual employee who does not wish the Association to pursue a grievance (under Section 1(b) hereof) may notify the Association in writing at any time. A grievance which is resolved by an individual's exercise of the right to withdraw consent hereunder shall not constitute a precedent with regard to the substance of the grievance in question.

17.2 Informal Grievance Adjustment. The County and the Association desire to adjust grievances informally -- both supervisors and employees are expected to make efforts to resolve problems as they arise.

17.3 Formal Grievance Adjustment.

Step 1: To commence formal grievance adjustment, the employee and/or the Association shall notify the appropriate supervisor that the employee believes a problem exists and shall identify the affected parties. The written grievance shall include:

- a) statement of the grievance and relevant facts;
- b) provision of the contract violated; and
- c) remedy sought.

Such notification shall be in writing and must occur within fourteen (14) calendar days of the occurrence which gave rise to the problem, not including the day of the occurrence.

- (a) For purposes of this section, the appropriate supervisor is defined as the lowest level supervisor/manager delegated authority by the County to deal with the specific problem or concern.
- (b) The parties involved may meet to discuss the issues involved and attempt to resolve the problem.
- (c) If the grievance is resolved, it shall be reduced to writing, signed by all parties involved in the discussion, with a copy to the Sheriff and an Association representative.
- (d) If the grievance is not resolved, the supervisor shall issue a response in writing within ten (10) calendar days from the date of notification.

Step 2: If the Association desires to pursue the grievance further after the supervisor's response, it shall file a written notice with the Undersheriff within seven (7) days of receipt of the supervisor's response. The parties involved may meet to discuss the issues involved and attempt to resolve the problem. The Undersheriff or his/her designee shall issue a response in writing within ten (10) calendar days from the date of notification.

Step 3: If a solution is not reached at Step 2, the Association may pursue the grievance further by submitting the grievance in writing to the County Administrative Officer within seven (7) calendar days of the Step 2 response. The parties involved may meet to discuss the grievance issues. The County Administrative Officer or his/her designee shall issue a response in writing within ten (10) calendar days from the date of notification.

Step 4: If the Association desires to pursue the grievance further after the Administrative Officer's response, it shall file a written notice of intent to arbitrate the grievance with the County Administrative Officer within ten (10) calendar days of the date of his/her response. The parties shall request a list of seven (7) arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator.

17.4 The arbitrator shall set a hearing date and shall render a decision within thirty (30) calendar days after the conclusion of the hearing. The arbitrator shall have authority to consider only a claim which is based upon a specific provision of this Agreement, and shall have no right to amend, modify, nullify, ignore or add provisions to the Agreement. His decision shall be based solely upon his interpretation and/or application of the express language of a specific provision or provisions of this Agreement, and he shall not decide on the merits or wisdom of any action or failure to act by the County, but only on the contractual obligations inherent in the Agreement. Any decision of the arbitrator based upon the scope of this Agreement shall be final and binding on the County, the Association, and the employee or employees involved. The arbitrator's remedy shall be limited to a period of ninety (90) days prior to the filing of the grievance. Each party shall be responsible for costs of presenting its own case to arbitration. The losing party shall be responsible for the arbitrator's fee and expenses.

17.5 The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance and/or arbitration procedure which it in good faith believes lacks sufficient merit. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedures the County fails to issue a response within the time limits set forth in this Article the grievance will be advanced to the next step. Processing of the grievance and the time limits referred to in this Article may be waived or extended by mutual Agreement in writing.

17.6 The County will provide a copy of all responses made to grievances filed under this Article to the grievant and to the Association President.

ARTICLE 18 – STRIKES AND LOCKOUTS

18.1 Strikes. The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the County. Employees in the bargaining unit, while acting in the course of their employment shall not honor any picket line established in the County by the Association or any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action including discharge may be taken by the County against any employee or employees engaged in violation of this Article. Such disciplinary action may be undertaken at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

18.2 Recall. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 18.1 above shall not be affected or limited by the subject

matter involved in the dispute giving rise to the stoppage, or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

18.3 Lockouts. There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the period of negotiations.

ARTICLE 19 – PERSONNEL RECORDS

19.1 Each employee shall have the right, upon request, with reasonable notice, to review and obtain, at his own expense, copies of the contents of his personnel file, as provided in ORS 652.750. The official personnel file shall be maintained by the Sheriff.

19.2 Upon request of an employee to the Sheriff, discipline up to the level of a written warning which has been in the employee's personnel file for eighteen (18) months or more shall be removed from the file, provided no subsequent disciplinary actions have been taken against the employee during the intervening period of time. All other disciplinary documents shall become a permanent record in the personnel file.

19.3 Each employee shall read and may sign any material containing an adverse comment before it is placed in his/her personnel file. If this employee refuses to sign the material, the material may be placed in the file with a notation that the material was presented to the employee and the employee refused to sign it. Signing does not necessarily indicate agreement. A copy shall be provided to the employee.

19.4 The employee may respond in writing to any item placed in his or her personnel record. Such response shall become a part of the record if submitted no later than thirty (30) days from the date the employee had knowledge of the item and that the item was to be placed in the employee's personnel record.

ARTICLE 20 – SENIORITY, LAYOFF AND RECALL

20.1 Definition. Seniority is defined as total length of continuous service from date of hire with the County within the employee's job classification (Classification Seniority) and within the Sheriff's Office (Office Seniority), uninterrupted by voluntary quit, termination or resignation. In the event of an unpaid leave of absence in excess of thirty (30) calendar days other than for military duty or jury duty granted in accordance with Article 11, Section 11.1 of this Agreement, the actual time of such leave shall be deducted from the employee's continuous service seniority accumulation. In case of a tie, the seniority of the employees will be determined by lot.

20.2 Continuous Service. Continuous service shall be service unbroken by separation from the County service, other than by military, Peace Corps, or paid leave. Time spent on other types of authorized leave will not count as time of continuous service except that employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.

20.3 Employees promoted or reclassified to positions outside the bargaining unit shall retain the seniority accumulated while serving in a position within the Sheriff's Office now represented by the Association. Seniority for the purposes of this Section shall continue to accrue.

20.4 New employees shall not accrue seniority until successful completion of the probationary period. Upon successful completion of the probationary period, the total length of the probationary period from date of hire within the Sheriff's Office may then be applied as seniority.

20.5 Application. Where otherwise equal, as determined by the County, in performance, fitness and job skills relative to the bargaining unit position as opposed to the classification, the County agrees to recognize and consider seniority in respect to promotion, demotion, except demotion for disciplinary reasons, and permanent transfers from one position to another.

20.6 Layoff shall be in the inverse order of Office seniority within a classification and division. If approved by the County, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff. An exception to layoff by inverse order of seniority may be made and a more senior employee may be laid off before a less senior employee when the less senior employee is performing the job in question in a substantially superior manner, taking into consideration job performance, experience and other relevant factors.

20.7 An employee in a layoff or reduction in class situation shall be entitled to bump into a job classification in which they have Classification Seniority (or a lower classification) and when they have greater Office Seniority than the employee to be bumped. The senior employee must meet the minimum qualifications for the position and be able to perform the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately one month. Then the least senior employee or employees displaced would have the same right to move to the next lower classification. This same procedure is applicable to supervisory personnel entering the bargaining unit for the same reasons. Recall of laid-off or reduced employees shall be in the reverse order of layoff or reduction.

In the event the County shall elect to fill any existing vacancies within the bargaining unit and/or establish new positions within the existing classifications, those employees who previously held the vacant position or new position shall be reinstated into the vacant or new position without retesting for a period of three (3) years from the date the employee vacated their position and no new employee shall be hired until all employees on the recall list have been offered employment to their previous position or to a comparable position if their previous position does not exist.

20.8 The County shall furnish to the Association upon request a current seniority list on a biannual basis.

20.9 Recall shall be in the inverse order of layoff. If an employee is offered recall to a lower classification as listed above, and refuses said offer, the employee will only be eligible for recall to the classification held at the time of layoff.

20.10 The County shall recall an employee on the layoff list by personal service or by registered or certified mail, return receipt requested, to the employee's address as shown in the County's records. If the employee does not respond within 14 days of receipt of the letter, or if the letter is returned as undeliverable because the employee is not at the address shown, the employee shall lose his or her recall rights. The employee is responsible for keeping the County informed of the proper address for service of a recall notice.

20.11 An employee who accepts recall to a lower classification shall retain recall rights to their original classification held at the time of layoff.

20.12 Upon request, the County shall furnish the Association with a current list of all bargaining unit employees on layoff status with recall rights.

20.13 It is neither the spirit nor intent of this Agreement that employees shall be laid off for the sole purpose of avoiding the terms of this Agreement.

20.14 Nondiscrimination. It is recognized and agreed that should a bona fide occupational qualification exist which requires personnel action out of the order of seniority as defined by this Agreement that the County may take action appropriate to the bona fide occupational qualification.

ARTICLE 21 – DRUGS AND ALCOHOL

21.1 Statement of Principle. The County and the Association jointly recognize that the use of drugs and alcohol, whether on or off the job, may constitute a serious threat to the health and safety of the public, to the safety of the fellow officers, and to efficient operation of the Sheriff's Office. The County has strong commitments to its employees to provide a safe work environment and to promote high standards of employee health, as well as to the public it serves to abide by the laws it is entrusted to enforce. Consistent with these commitments is the Sheriff's Office policy on drug and alcohol use by employees, as set forth below. The County's goal is to establish and maintain a work environment that is completely free from the effects on employees of alcohol and drug use. Prior County policies in this area are repealed to the extent they applied to employees of the Sheriff's Office.

At all times, both on and off duty, members of the Sheriff's Office are expected to abide by the laws of the United States, the State of Oregon, other states they enter, as well as any local laws, regulations or ordinances. In addition, employees are expected to report to work in a condition to perform their duties in a safe, effective and efficient manner. An employee's "privacy" right or right to a "personal life" does not mean that the employee has the "right" to violate the laws this office is responsible for upholding or otherwise endanger himself or his coworkers by working under the influence of drugs or alcohol.

Violations of this Article may result in discipline, up to and including immediate termination.

21.2 Definitions.

1. Drugs and Alcohol - For the purposes of this Agreement, drugs and alcohol will be defined as all intoxicants and controlled substances as defined by law, excluding any substance lawfully prescribed for the employee's use. Medical marijuana is considered an unlawful drug and is not excluded as a substance lawfully prescribed for an employee's possession and use.
2. Drug and Alcohol Test - The compulsory production and submission of urine, breath or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.
3. Reasonable Suspicion - Reasonable suspicion shall be defined for the purposes of this Article as defined by Oregon law.

21.3 Prohibited Conduct. Except as authorized by office policy for job-related reasons, the following conduct is strictly prohibited and may subject an employee to immediate discipline, up to and including immediate discharge:

1. The unlawful buying, selling, transportation, possession, providing or use of intoxicants or any controlled substances at any time, whether on or off the job.
2. Reporting for normally assigned work with a detectable odor of alcohol on the breath, any detectable amount of alcohol in the body (as validated by a second test) which results from the consumption of intoxicants, or when an employee has a detectable amount of any controlled substance found in employee's body (but excluding any substance lawfully prescribed for the employee's use if used in accordance with Section 21.9 of this Article).
3. In the event that the County wishes to call out an employee to perform additional duties and the employee has consumed intoxicants, the employee will notify his or her supervisor as to the amount of intoxicants the employee has consumed, and the County will decide whether the employee will be called out to perform additional duties.
4. Failure to report use of prescribed medication, controlled substance and over-the-counter drugs as prescribed in Sections 21.9 and 21.10.
5. Failure to notify their supervisor if a controlled substance is ingested unintentionally or if the employee is made to ingest a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety.

21.4 Preconditions to Drug and Alcohol Testing. Before any employee may be tested for drugs or alcohol, the County shall select a NIDA certified laboratory or laboratories that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis.

21.5 Grounds for Testing.

1. Random testing of any kind is prohibited, unless pursuant to a last chance agreement entered between the County, the employee and the Association.
2. Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this Article.

21.6 Testing Mechanisms. The following testing mechanisms shall be used for any test for intoxicants or controlled substances performed on members of the Association.

1. Any urine screening shall be performed by the use of Gas Chromatography/Mass Spectrometry (GC/MS) or such other test with a higher rate of reliability than the GC/MS test.

2. Alcohol testing may include standard field impairment tests, breath test and/or standard laboratory blood alcohol analysis tests.

21.7 Procedures to be Used When a Blood or Urine Sample is Given. The following procedure shall be used whenever an employee is requested to give a blood or urine sample:

1. Prior to testing, the employee will be required to list all prescribed medications, controlled substances, and/or over the counter medication currently being used. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.
2. The test shall be administered in such a matter as to protect the authenticity and reliability of the sample and the privacy of the individual.
3. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled and stored in a secure and refrigerated atmosphere. One (1) of the samples will be tested by a lab designated by the County. The other sample will be held by such lab for the employee, until the employee either instructs that it be sent to their designated lab or destroyed.
4. The sample will first be tested using any of the screening procedure set forth in Section 21.6 of this Article.
5. If the test is positive for the presence of any intoxicants or controlled substances, the employee will be notified of the positive results within 24 hours after the County learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the County by the laboratory. The employee will then have the option, at his or her own expense, of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section 21.4 of this Article.
6. Each step in the collecting and processing of the urine or blood specimens shall be documented to establish procedural integrity and a chain of custody.

21.8 Consequences of Positive Test Results.

1. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article will be subject to discipline, up to and including immediate termination.
2. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article may be referred to the

Employee Assistance Program or drug and alcohol counseling. An employee's participation in the Employee Assistance Program or in drug or alcohol counseling may be considered in determining what, if any, disciplinary action will be taken.

3. If the County retains an employee who tests positive pursuant to a last chance agreement, the employee may be subject to unannounced testing for a one (1) year period following the positive test. If the employee violates the terms of agreed to treatment or again tests positive during such a period, he or she shall be subject to immediate discipline, which may include discharge.

21.9 Prescribed Medications. An employee utilizing any prescribed medications or controlled substances that may affect his or her ability to safely perform assigned duties must immediately report this treatment to his or her supervisor. The use of medications or controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action. Failure to report the use of a prescribed medication or a controlled substance which the employee has been informed may affect his or her abilities to safely perform assigned duties may subject an employee to disciplinary action. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's physician will be required. For the purposes of this Agreement, medical marijuana is considered an unlawful drug and cannot be lawfully prescribed for an employee's possession and use.

21.10 Use of Over-the-Counter Medications. The use of over-the-counter medications are in no way prohibited. An employee ingesting an over-the-counter medication in doses that may affect his or her ability to safely perform assigned duties must report the use of the over-the-counter medication to his or her supervisor. The decision, once informed by the employee, as to whether or not the employee works his or her assigned duties shall be the responsibility of the employee's supervisor. Failure to report the use of an over-the-counter medication which the employee feels may affect his or her ability to safely perform his or her duties, may subject the employee to disciplinary action.

21.11 Searches. For administration of this Article, the County may, upon reasonable suspicion, conduct searches on County property of employees and/or assigned County property and/or their personal property excluding personal vehicles parked on County property. An employee has the right to request an Association representative be present during the search, as long as the search is not unreasonably delayed by accommodating this provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict the County's right to conduct administrative searches of assigned County property for other purposes or searches related to any criminal investigation.

21.12 Interference With Policy. Any activity which purposely interferes with this Substance Abuse Policy will be grounds for disciplinary action which may include discharge. Examples include, but are not limited to the following: tainting, tampering, or substitution of blood or urine samples; falsifying information regarding the use of

prescribed medications or controlled substances; failure to cooperate with any tests outlined in this policy to determine the presence of intoxicants or controlled substances; or failure to cooperate with any searches.

21.13 Employee Rights.

1. The employee shall have the right to an Association representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
2. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All test results will be kept confidential by the County.
3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. If the results of the test are negative, the employee shall have the right to grieve in accordance with Article 17. If the results of the test(s) are positive, neither the Association nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

21.14 An employee who believes that he/she has a problem involving the use of alcohol or legally obtained drugs can ask a supervisor, or any member of management he or she feels comfortable talking to, for assistance. No discipline or reprisals will result merely from an employee asking for such assistance, and the County will work with the employee to initiate an appropriate treatment program. Any request for assistance and any later treatment program will be kept as confidential as possible under all the factual circumstances. The County will work with the employee to identify County benefits and programs that may be available to help deal with the problem. However, the Sheriff's Office has a zero tolerance policy for the use of any illegal substance, narcotic, hallucinogen, stimulant, sedative, or other illegal drug, and evidence of a problem involving such use, including a request for assistance from the County, may disqualify an individual from future employment with the Sheriff's Office and result in immediate termination.

The County may require an employee to visit an employee assistance counselor whenever, in the County's judgment, this may help identify or correct a performance problem, or help in the successful implementation or completion of a treatment program.

It is an employee's responsibility to seek County assistance before violation of this policy occurs. Violation of this policy, will not entitle an employee afterwards to enter a treatment program and avoid discipline or penalty. Rather, such employee will be dismissed, unless the County, in its sole discretion and judgment, determines that the circumstances justify leniency in a particular case.

ARTICLE 22 – OUTSIDE EMPLOYMENT

22.1 Any employee who wishes to take additional employment during off-duty hours will inform the Sheriff and gain permission from the Sheriff before accepting the employment. In doing so, the member will fully describe the nature of the work to be performed and the hours of work. If it is judged that the additional employment could involve misuse of the Sheriff's Office authority, or could adversely affect the member's on-duty work performance or the Sheriff's Office's image or efficiency, the request may be rejected. However, the Sheriff's discretion in this matter shall not be unreasonably exercised. For further information and details regarding outside employment for LCSO employees, refer to LCSO Policy 1040.

ARTICLE 23 – SAVINGS CLAUSE

23.1 Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any tribunal of competent jurisdiction, such decision of the tribunal shall apply only to the specific Article, Section or portion thereof, directly specified in the decisions. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. The parties agree that the labor agreement will not serve to restrict the County's obligation to comply with the federal and state law concerning its duty to accommodate individuals with disabilities.

ARTICLE 24 – USE OF FORCE

24.1 Employees involved in the use of deadly force as defined by the Sheriff's Office policy manual shall be advised of their rights to have an Association representative or attorney present when required to give an oral or written statement about the use of deadly force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

ARTICLE 25 – TERM OF AGREEMENT

25.1 This agreement shall be effective July 1, 2012, and shall remain in full force and effect until June 30, 2016. This agreement shall remain in full force and effect during the period of negotiations.

25.2 This agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, by December 1, 2015 that it wishes to modify the Agreement.

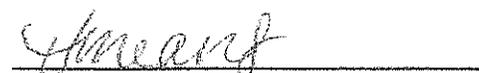
**FOR THE LINN COUNTY DEPUTY
SHERIFF'S ASSOCIATION**



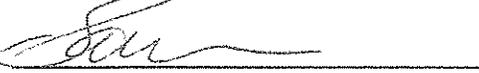
Rick Burch, President



Chris Houdek



Heather Means



Sally Jo Donahue



Scott Bridges

Date: 06-20-12

FOR LINN COUNTY



Roger Nyquist

Chairman, Board of Commissioners



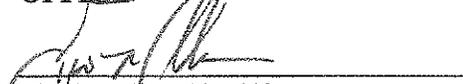
John K. Lindsey, Commissioner



William C. Tucker, Commissioner

Date: 6/27/12

**FOR LINN COUNTY SHERIFF'S
OFFICE.**



Tim Mueller, Sheriff

Date: 20 June '12

Approved As To Form:



Eugene J. Karandy II, County
Counsel

APPENDIX A

LINN COUNTY DEPUTY SHERIFF'S ASSOCIATION

SALARY RANGE EFFECTIVE JULY 1, 2012

Code	Classifications	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
025	Sheriff Accounting Clerk	11	3,154	3,303	3,458	3,620	3,785	3,965
086	Computer Resource Specialist 2	17	4,149	4,346	4,550	4,767	4,996	5,230
089	Computer Resource Specialist 1	16	3,965	4,149	4,346	4,550	4,767	4,996
634	Control Room Operator	08	2,759	2,889	3,016	3,154	3,303	3,458
660	Medication Aide	08	2,759	2,889	3,016	3,154	3,303	3,458
661	Community Services Specialist	14	3,620	3,785	3,965	4,149	4,346	4,550
664	Compensatory Service Coordinator	10	3,016	3,154	3,303	3,458	3,620	3,785
665	Sheriff Services Aide	08	2,759	2,889	3,016	3,154	3,303	3,458
666	Civil Clerk	08	2,759	2,889	3,016	3,154	3,303	3,458
667	Civil Deputy	15	3,785	3,965	4,149	4,346	4,550	4,767
668	Jail Maintenance Worker	12	3,303	3,458	3,620	3,785	3,965	4,149
669	Property Clerk	11	3,154	3,303	3,458	3,620	3,785	3,965
670	Transportation Aide	08	2,759	2,889	3,016	3,154	3,303	3,458
671	Corrections Deputy	15	3,785	3,965	4,149	4,346	4,550	4,767
672	Emergency Mgmt Coordinator	15	3,785	3,965	4,149	4,346	4,550	4,767
675	Corrections Nurse LPN	15	3,785	3,965	4,149	4,346	4,550	4,767
677	Corrections Nurse RN	16	3,965	4,149	4,346	4,550	4,767	4,996
679	Communications Dispatcher	12	3,303	3,458	3,620	3,785	3,965	4,149
680	Deputy Sheriff	15	3,785	3,965	4,149	4,346	4,550	4,767
681	Detective	16	3,965	4,149	4,346	4,550	4,767	4,996
682	Resident Deputy Sheriff	16	3,965	4,149	4,346	4,550	4,767	4,996
685	Purchasing/Fleet Manager	17	4,149	4,346	4,550	4,767	4,996	5,230
697	Polygraph Examiner	20	4,767	4,996	5,230	5,480	5,740	6,016
806	Sheriff Custodial Worker	07	2,641	2,759	2,889	3,016	3,154	3,303

Appendix A – Deputy Sheriff's Salary Range 06-08-2012/Meyer/Word Doc/Ralph

APPENDIX B



**Linn County
Managed Care Plan
July 2012**

Members need to select a primary care physician (PCP) to coordinate care.

Standard Managed Care Plan	In-Network Providers
Annual Deductible	None
Annual Out-of-Pocket Maximum (Individual / Family)	\$1,000 Individual
Essential Benefit Annual Maximum (Medical & Rx)	\$2,000,000
PREVENTIVE CARE	
Periodic Health Exams	No copay
Routine Women's Exams (including pap test, pelvic exam & breast exam)	No copay
Immunizations	No copay
PROFESSIONAL SERVICES	
Office and Home Visits	\$5 copay
Specialist Visits	10%
Surgery	10% or \$5 if performed by PCP in PCP's office
Acupuncture	\$10 copay (\$2,000 calendar year max)
Chiropractic	
Naturopathic	
MATERNITY CARE	
Practitioner Services	10%
Hospital Stay	10%
HOSPITAL INPATIENT / OUTPATIENT SERVICES	
Inpatient Care	10%
Skilled Nursing Facility Care	10%
Outpatient Hospital/Facility	10%
Outpatient Diagnostic X-Ray and Lab	10%
Specified Imaging (MRI, CT, CAT, PET scans)	10%
EMERGENCY CARE	
Emergency Room Visits	\$100 per visit, then 10%
Urgent Care Office Visits	10%
Ambulance Services (\$5,000 annual maximum) for non-mental health or chemical dependency services).	\$50, then 10%
OTHER COVERED SERVICES	
Physical Therapy	10%
Allergy Injections	10% or \$5 if performed by PCP in PCP's office
Durable Medical Equipment/Prosthetics for Mental Health & Chemical Dependency	10%
Durable Medical Equipment/Prosthetics for Non-Mental Health & Chemical Dependency	20%
Home Health, Hospice, and Respite Care	10%

*Fixed dollar copays, prescription drug copays, and disallowed charges do not apply to the annual out-of-pocket maximum.

¹ Copayments and disallowed charges do not apply to the annual out-of-pocket maximum.

www.odskompanies.com

NETWORK INFORMATION
Members may choose a provider from the network directory, which is available at www.odscpanies.com under "Find Care" or by contacting ODS' Medical Customer Service Department for assistance.
DEPENDENT ELIGIBILITY
Dependents are lawful spouse, Oregon registered domestic partners and eligible children to age 26, including children an employee is required to enroll due to a court or administrative order.
OUT-OF-AREA CHILDREN COVERAGE
Enrolled children residing outside the service area may receive the in-network benefit level by using a travel network provider. If a travel network provider is not available, plan benefits will be extended to such enrolled dependents residing outside the primary service area for treatment of an illness or injury, preventive healthcare (including routine physicals and immunizations) and maternity services, as if the care were rendered by in-network providers. Services will be paid at the in-network benefit level if provided within a 30-mile radius of the dependent child's residence or at the closest appropriate facility.
LIMITATIONS
<ul style="list-style-type: none"> * All medical and surgical admissions must be authorized by ODS. * The plan has a calendar year maximum of \$2,000,000 on all essential benefits. In-network and out-of-network benefits for such covered expenses accrues toward the calendar year maximum for each member. Once the maximum is met, coverage for all essential benefits will cease until the next calendar year. <i>Essential benefits include the following categories:</i> ambulatory services; emergency services; hospitalization including skilled nursing facility; maternity and newborn care; mental health and chemical dependency service; prescription drugs including prescribed drugs administered in a professional provider's office, urgent care center, facility or in conjunction with home health care; covered rehabilitative and habilitative services and devices; hospice care; laboratory tests; covered preventive and wellness services and chronic disease management; pediatric services including oral and vision care, if any. * Mental illness / chemical dependency (including alcoholism) will be treated the same as other medical conditions. * When a member has more than one group plan, combined benefits for both group plans will be provided up to, but not exceeding, the maximum plan allowance for all covered services. * Inpatient rehabilitation benefits are limited to 30 days per calendar year (prior authorization for up to 60 days for head and spinal cord injuries); outpatient rehabilitation benefits are limited to 30 sessions per calendar year (prior authorization for up to 60 sessions for head and spinal cord injuries). Medically necessary outpatient services for mental health and chemical dependency are not subject to these limits. * Ambulance Transportation is limited to \$5,000 maximum per calendar year for non mental health or chemical dependency services. In-network out-of-pocket maximum applies to mental health and chemical dependency services.
EXCLUSIONS
<ul style="list-style-type: none"> * Services provided by the patient or a member of the patient's immediate family. * Services or supplies which are not medically necessary. * Services and supplies for reversal of sterilization or infertility. * Services and supplies for obesity, including complications arising out of such treatment, except for those rated A or B by the U.S. Preventive Services Taskforce. * Surgery to alter the refractive character of the eye. * Dental examinations and treatment, except as specifically listed. * Massage or massage therapy. * Medical services or supplies related to sex change procedures or for the treatment of sexual dysfunctions or inadequacies, except when delivered by a mental health provider as defined in this plan. * Services or supplies related to gender identity disorders, for members age nineteen and older. * Experimental or investigational treatment. * Services or supplies available in whole, or in part under any city, county, state, or federal law, except Medicaid. * Charges above the maximum plan allowance. * Services or supplies for which an employer is required by law to provide benefits even if you choose not to accept those benefits. * Instruction programs, including, but not limited to, those to learn to self-administer drugs or nutrition, except as specifically provided for under the outpatient diabetic instruction benefit of this plan. * Appliances or equipment primarily for comfort, convenience, cosmetics, environmental control, or education. * Cosmetic / reconstructive services and supplies. Exceptions are provided for reconstructive surgery following a mastectomy. * Services and supplies associated with orthognathic surgery.

*This is a benefit summary only.
For a complete description of benefits, limitations and exclusions refer to your member handbook.*

www.odscpanies.com

Summary of Benefits

Group Number: Z950
 Plan ID: LH
 Effective Date: July 1, 2012



Linn County

BENEFIT	COPAYMENT
Annual Maximum	No Annual Maximum
Deductible	No Deductible
General Office Visit	\$5 per Visit
DIAGNOSTIC AND PREVENTIVE SERVICES	
Routine and Emergency Exams	Covered at 100%
All X-rays	Covered at 100%
Tooth Cleaning	Covered at 100%
Fluoride Treatment	Covered at 100%
Sealants	Covered at 100%
Head and Neck Cancer Screening	Covered at 100%
Oral Hygiene Instruction	Covered at 100%
Periodontal Charting	Covered at 100%
Periodontal Evaluation	Covered at 100%
RESTORATIVE DENTISTRY	
Fillings (Amalgam)	Covered at 100%
Stainless Steel Crown	Covered at 100%
Porcelain-Metal Crown	Covered at 100%
PROSTHODONTICS	
Complete Upper or Lower Denture	Covered at 100%
Bridge (per Tooth)	Covered at 100%
ENDODONTICS AND PERIODONTICS	
Root Canal Therapy – Anterior	Covered at 100%
Root Canal Therapy – Bicuspid	Covered at 100%
Root Canal Therapy – Molar	Covered at 100%
Osseous Surgery (per Quadrant)	Covered at 100%
Root Planing (per Quadrant)	Covered at 100%
ORAL SURGERY	
Routine Extraction (Single Tooth)	Covered at 100%
Surgical Extraction	Covered at 100%
ORTHODONTIC SERVICES	
Pre-Orthodontic Service	\$150*
Comprehensive Orthodontic Service	\$1,400
MISCELLANEOUS	
Local Anesthesia	Covered at 100%
Dental Lab Fees	Covered at 100%
Nitrous Oxide	Covered at 100%
Specialty Office Visit	\$30 per Visit
Emergency Office Visit	\$50 per Visit
Out of Area Emergency Care Reimbursement Up to \$100	

*Fee credited towards the Comprehensive Orthodontic Service copayment if patient accepts treatment plan.

Underwritten by Willamette Dental Insurance, Inc.

This plan provides extensive coverage of services and supplies to prevent, diagnose, and treat diseases or conditions of the teeth and supporting tissues. Presented are just some of the most common procedures covered in your plan. Please see the Certificate of Coverage for a complete plan description, limitations, and exclusions.

Summary of Benefits



Exclusions

Bridges, crowns, dentures or any prosthetic devices, requiring multiple treatment dates or fittings if the prosthetic item is installed or delivered more than 60 days after termination of coverage.

The completion or delivery of treatments, services, or supplies initiated prior to the effective date of coverage.

Dental implants, including attachment devices and their maintenance.

Endodontic services, prosthetic services, and implants that were provided prior to the effective date of coverage.

Endodontic therapy completed more than 60 days after termination of coverage.

Exams or consultations needed solely in connection with a service or supply not listed as covered.

Experimental or investigational services or supplies and related exams or consultations.

Full mouth reconstruction, including the extensive restoration of the mouth with crowns, bridges, or implants; and occlusal rehabilitation, including crowns, bridges, or implants used for the purpose of splinting, altering vertical dimension, restoring occlusions or correcting attrition, abrasion, or erosion.

General anesthesia, moderate sedation and deep sedation.

Hospital care or other care outside of a dental office for dental procedures, physician services, or facility fees.

Nightguards.

Orthognathic surgery.

Personalized restorations.

Plastic, reconstructive, or cosmetic surgery and other services or supplies, which are primarily intended to improve, alter, or enhance appearance.

Prescription and over-the-counter drugs and pre-medications.

Provider charges for a missed appointment or appointment cancelled without 24 hours prior notice.

Replacement of lost, missing, or stolen dental appliances; replacement of dental appliances that are damaged due to abuse, misuse, or neglect.

Replacement of sound restorations.

Services or supplies and related exams or consultations that are not within the prescribed treatment plan and/or are not recommended and approved by a Willamette Dental Group dentist.

Services or supplies and related exams or consultations to the extent they are not necessary for the diagnosis, care, or treatment of the condition involved.

Services or supplies by any person other than a licensed dentist, denturist, hygienist, or dental assistant.

Services or supplies for the diagnosis or treatment of temporomandibular joint disorders.

Services or supplies for the treatment of an occupational injury or disease, including an injury or disease arising out of self-employment or for which benefits are available under workers' compensation or similar law.

Services or supplies for treatment of injuries sustained while practicing for or competing in a professional athletic contest.

Services or supplies for treatment of intentionally self-inflicted injuries.

Services or supplies for which coverage is available under any federal, state, or other governmental program, unless required by law.

Services or supplies not listed as covered in the contract.

Services or supplies provided to correct congenital or developmental malformations of the teeth and supporting structure if primarily for cosmetic reasons.

Services or supplies where there is no evidence of pathology, dysfunction, or disease other than covered preventive services.

Limitations

If alternative services can be used to treat a condition, the service recommended by the Willamette Dental Group dentist is covered.

Services or supplies listed in the contract, which are provided to correct congenital or developmental malformations which impair functions of the teeth and supporting structures will be covered for dependent children if primarily for the purpose of controlling or eliminating infection, controlling or eliminating pain, or restoring function.

Crowns, casts, or other indirect fabricated restorations are covered only if dentally necessary and if recommended by the Willamette Dental Group dentist.

When initial root canal therapy was performed by a Willamette Dental Group dentist, the retreatment of such root canal therapy will be covered as part of the initial treatment for the first 24 months.

When the initial root canal therapy was performed by a non-participating provider, the retreatment of such root canal therapy by a Willamette Dental Group dentist will be subject to the applicable copayments.

The services provided by a dentist in a hospital setting are covered if medically necessary, pre-authorized by a Willamette Dental Group dentist; the services provided are the same services that would be provided in a dental office, and applicable copayments are paid.

The replacement of an existing denture, crown, inlay, onlay, or other prosthetic appliance or restoration denture is covered if the appliance is more than 5 years old and replacement is dentally necessary.



How To Use The Prescription Drug Card

To ensure the highest level of benefits please select an ODS participating network pharmacy. We can help you find an in-

Drug Type	Retail 30 day supply	Mail-Order 100 day supply	Specialty 30 day supply
Generic	\$5 Co-pay	\$5 Co-pay	\$5 Co-pay
Brand *	\$5 Co-pay	\$5 Co-pay	\$5 Co-pay

Generic medications have been determined by physicians and pharmacists to be therapeutically equivalent to their brand produced by a limited number of manufacturers.

***Generic Substitution:** Both generic and brand name medications are covered benefits. Regardless of the reason or medical necessity, if a member requests a brand name drug or the treating physician prescribes a brand name drug when a generic equivalent is available, the member will be responsible for the brand copay plus the difference in cost between the generic and brand name drug.

Covered Drug Supply

- Diabetes related supplies such as insulin syringes, needles, glucose tablets and blood glucose test strips.
- Prescription oral contraceptive drugs for birth control and medical treatment are covered under your prescription benefit.
- Select immunizations and related administration fees are covered at retail pharmacies (example- influenza, pneumonia and shingles vaccines). Covered immunizations will be limited to those that are considered the "standard of care" by the local medical community. Immunizations for the sole purpose of travel or to prevent illness which may be caused by your work environment are not covered.

Retail Prescription Benefit

- A 30-day supply of a drug or medicine that is medically necessary for the treatment of an illness or injury, that cannot legally be dispensed without a prescription, and that by law it must bear the legend "Caution - - federal law prohibits dispensing without prescription."

At times, you may be required to submit a claim form and applicable receipts for reimbursement. For example, if you fill your prescription at a non-participating pharmacy that does not access ODS' claims payment system through MedImpact, you will need to submit a receipt. The claim procedure is simple.

1. Complete the prescription drug claim form. Forms can be found online at www.odscompanies.com, through your myODS account or by linking directly to the forms page at <http://www.odscompanies.com/members/forms.shtml>.

2. Submit claim forms to:
The ODS Companies
Attn: Pharmacy
P.O. Box 40168
Portland, OR 97240-0168

3. ODS will process the claim request and send reimbursement to you in the form of a check.

Mail Order Pharmacy Benefit

- You also have the option of obtaining prescriptions for covered drugs and medicines through the exclusive Mail Order Pharmacy.
- A 100-day supply is available at mail-order. Both generic and brand name medications are covered benefits.

Mail-order forms can be found online at www.odscompanies.com, through your myODS account or by linking directly to the forms page at <http://www.odscompanies.com/members/forms.shtml>.

Specialty Pharmacy Benefit

- A 30-day supply is available through the exclusive specialty pharmacy. Both generic and brand name medications are covered benefits. Some speciality drugs will be limited to a 15-day supply for the first fill.
- Specialty medications must be accessed through an in-network pharmacy. For a list of eligible medications, please contact ODS customer service. Specialty treatments require special handling techniques, careful administration and a unique ordering process, for more information please contact ODS customer service.

This is a benefit summary only. For a complete description please refer to your member handbook.

Prior Authorization

Certain prescription drugs and/or quantities of prescription drugs may require a prior authorization by ODS. Prior

- **Utilization Control Edits-** medications may have limited use, be prone to overuse or prescribed in quantities outside the recommended FDA indications.
- **Cost Effectiveness-** There may be therapeutically equivalent medications that are less expensive.
- **Prescribing Guidelines-** Medications may require diagnostic testing to ensure safety and efficacy of the treatment.
- **Benefit Coverage-** Medication may be prescribed for conditions that are excluded under the plan.

A list of medications that require a prior authorization can be found online at www.odscorporation.com, through your myODS account or by contacting ODS Pharmacy Customer Service.

Limitations

This program imposes administrative plan edits and provisions that may limit access to medications based on patient demographics, high dollar thresholds, quantity limits and in accordance with the parameters of the prescription as written by your provider.

- Retail prescriptions with net cost over \$1,000 for a 30 day supply will require authorization from ODS.
- Mail-order and specialty prescriptions with a net cost over \$3,000 will require authorization from ODS.
- Compounded medications (containing at least one covered drug as an ingredient) are covered. Medications over \$150 for a 30 day supply will require authorization by ODS.
- New FDA approved drugs are subject to review and may require additional coverage parameters, requirements, or limits established by the plan.
- Immunization agents (other than allergy sera).

Exclusions

The following services, procedures and conditions are not covered by the Plan, even if otherwise medically necessary or if recommended, referred, or provided by a physician, provider or pharmacy. **Please Note:** The fact that a physician may prescribe, order, recommend, or approve a drug does not, of itself, make the charge a covered expense.

- Devices including, but not limited to: therapeutic devices and appliances; hypodermic needles and syringes (the plan does not exclude hypodermic needles and syringes for use with insulin or specialty medications). For contraceptive devices, see Covered Drug Supply. See your member handbook for a complete list of covered/ excluded benefits.
- Hair growth legend drugs.
- Prescriptions, refills or quantities that have been dispensed in error by the pharmacy and are not representative of the prescription as written by the provider or the benefit provisions as set forth by the plan.
- Drugs or medicine that are to be taken by or administered to a member in whole or in part while the member is a patient in a hospital, a sanitarium, a rest home, a skilled nursing facility, an extended care facility, a nursing home, or a similar institution are not covered.
- Drugs or services to treat sexual dysfunction.
- Weight loss drugs
- Drugs or medicine to treat addiction to or dependence on tobacco or tobacco products (e.g., Nicorette) are not covered under the Plan.
- Blood and blood products.
- Drugs or services prescribed to treat infertility.
- Medications used for a cosmetic indication.
- Drugs prescribed to treat a medical condition that is not covered under your Medical Plan.
- A drug prescribed for purposes other than treating a health condition or disease that is covered by the Plan.
- A drug prescribed to treat a medical condition that is not determined as medically necessary.
- Medications available without a prescription, which are classified as over the counter (OTC).
- Any charge in excess of the maximum plan allowance for a drug is not covered.
- Drugs prescribed for or used for non-FDA approved indications, unless approved by the Health Resources Commission.
- Any drug that is determined by ODS to be experimental or investigational or that is labeled: "Caution -- Limited by federal law to investigational use"; or Any drug or medicine that is used for an experimental or investigational purpose, even if it is otherwise approved by the federal government or recognized as neither experimental or investigational for other uses or health conditions by the federal government.
- A charge for administration or injection of a drug or medicine is not covered, except when administered for selected medications at retail pharmacies.
- Drugs or medicines that are dispensed more than one year after the order of a physician are not covered.

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This is a benefit summary only. For a complete description please refer to your member handbook.



**Linn County- Group No. 10001756
Vision Care Benefit Summary**

How To Use This Vision Care Plan

This Vision Care Benefit Rider allows you to choose any licensed ophthalmologist, optician or optometrist. The rider pays for vision exams for you and your insured dependents, and lenses and frames when prescribed by a licensed ophthalmologist or optometrist. There is no deductible for covered vision services or supplies, and the benefits are paid at 100% up to the limits listed below. Your benefits are paid up to a maximum benefit listed below every calendar year. Payment is based on the contracted fee for in-network providers and billed charges for out-of-network providers.

Service	Benefit Amount
Eye Examination (complete, including refraction):	100% after \$10 Copay
Lenses	
Single Vision (per pair)	\$139
Bifocal (per pair)	\$175
Trifocal (per pair)	\$208
Contacts	
Single Vision (per pair)	\$214
Bifocal (per pair)	\$250
Trifocal (per pair)	\$283
Frames:	\$125

LIMITATIONS

Whether covered under the vision care benefit or the medical portion of this plan, we will only pay for one pair of contact lenses, disposable contacts, or one pair of glasses (including lenses for glasses and/or frames) per insured individual up to the allowable amount every calendar year.

EXCLUSIONS

We will not pay for:

- * Any of the following services and supplies:
 - * visual field charting;
 - * orthoptics or vision training;
 - * lenticular lenses;
 - * subnormal vision aids;
 - * aniseikonic lenses;
 - * tinted lenses, except no. 1 and no. 2 pink;
 - * non-prescription lenses; or
 - * more than the allowance for a standard prescription when multi-focal hard resin lenses, coated lenses or no-line bifocals (blended-type) are chosen;
- * Medical or surgical treatment of the eye.
- * Services and supplies that are payable under a workers' compensation or occupational disease law.
- * Any expense that results from an act of declared or undeclared war or armed aggression.
- * Any expense that is an excess of the maximum plan allowance.
- * Replacement of lost, stolen or broken lenses or frames.
- * Duplicate or spare eyeglasses or any lenses or frames.
- * Any expense you or your dependents do not have to pay.
- * Any expense paid in whole or part by any other provision of the Group Health Insurance Plan provided by the policyholder

Visit our website at www.odskompanies.com

This is a benefit summary only. For a complete description of benefits, refer to your member handbook.

Insurance products provided by ODS Health Plan, Inc.