



# **Collective Bargaining Agreement**



## **Teamsters Local 670 & Linn County, Oregon**



Expires May 31, 2017



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## **AGREEMENT**

THIS AGREEMENT is entered into by LINN COUNTY, Oregon, hereinafter referred to as “the County” or “Board of Commissioners”, and TEAMSTERS UNION LOCAL 670, hereinafter referred to as “the Union”.

WHEREAS, the Union and the County ascribe to, and recognize, that its mission and purpose is to provide quality, dependable and economical services and facilities to the area we serve, it is the intent and purpose to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, seniority and grievance procedures, and other conditions of employment.

### **ARTICLE 1 – SCOPE OF AGREEMENT**

#### **Section 1. – Bargaining Unit:**

The County recognizes the Union as the sole and exclusive bargaining agent for purposes of negotiating with the County on matters of salaries, wages, hours and other conditions of employment for Linn County Road Department for the following positions: Maintenance Worker I, II, III, IV, Stores Clerk, Vehicle Service Worker, Traffic Control Worker I and II, Bridge Maintenance Worker II, III, IV, Leadworker, Mechanic, and Vegetation Management Technician and for purposes of administering the grievance procedure of this Agreement for the specified employees in this department. Part-time, seasonal, temporary and probationary employees with less than six (6) months service are excluded from this contract.

#### **Section 2. – Performance of Bargaining Unit Work by Non-Bargaining Unit:**

Non-bargaining unit personnel shall not perform work normally performed by Union members to such a degree that layoff is affected.

ARTICLE 2 – COUNTY/UNION RELATIONS

Section 1, - Discrimination:

There shall be no discrimination against any employee on account of affiliation with, or bona fide activity on behalf of the Union, a party to this Agreement.

Section 2. – Picket Lines (No Strike):

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including the primary picket lines at the County's place of business (sanctioned by the Joint Council of Teamsters No. 37 and Local No. 670).

Section 3. – Lists of Hires and Terminations:

The County agrees to furnish to the Union, once per calendar month, a list of employees hired or separated from Road Department employment whose classification is listed in Article 1, Scope of Agreement, or this contract.

Section 4. – Notice of Work Fluctuations:

The County will make a concerted effort to notify the Union at least five (5) working days in advance of the resumption of operations following a shutdown of one (1) week or more. Likewise, the County will make a concerted effort to notify the Union at least five (5) working days in advance of any shut down of one (1) week or more.

Section 5. – Union Bulletin Board:

The County agrees to furnish and maintain six (6) suitable bulletin boards in the following locations: Albany Maintenance Facility lunchroom, Sweet Home Shop, Halsey Shop, Scio-Lyons Shop, Lebanon Shop, and Maintenance Shop in Albany.

Section 6. – Visits by the Union:

The Business Representative of the Union shall be admitted to the offices and all work areas of the County, during working hours, upon notification to and receiving appropriate permission from the Roadmaster, or his designee.

Section 7. – Work Rules:

- (a) The Union recognizes the right of the County to establish reasonable work rules and regulations for the safe and efficient operation. Changes or additions to such rules shall be furnished to the Union seven (7) working days in advance of such issuance, and such changes or additions will be subject to discussion with the Union prior to implementation for the purpose of clarification and interpretation.
- (b) If the employee believes the discipline as a result of the application of these rules is inequitable, the Union has recourse through the Grievance Procedure as provided in Article 10.

ARTICLE 3 – UNION SECURITY

Section 1. – Union Membership:

- (a) All employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members in good standing, and those who are not members on that date shall become and remain members in good standing. All employees hired after the effective date of this Agreement shall become and remain members in good standing after completing three (3) months of employment. New employees shall have a probationary period of six (6) months and are in an “at will” employment status regarding discharge for that period. The decision of the employer regarding discharge, based on work performance, of such employees is not subject to the grievance process or any other form of challenge or review based on this Agreement. A member in good standing is defined as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and maintaining membership in the Union.
- (b) In lieu of becoming a member in good standing as provided above, an employee shall make payments in lieu of dues to the Union. Such payments shall be in the same amounts as provided for regular Union dues and initiation fees. The County, upon receiving written authorization from each employee, shall deduct from the pay of each employee each month, the payments required by paragraph (a) or (b) and shall remit the same to the Union within ten (10) working days after the deduction is made.
- (c) Any employee who is a member of a church or religious body, having a bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the Union. The employee shall furnish written proof to the County that this has been done.
- (d) The Union shall give written notice to the County of the name of any employee who is not in good dues standing. If such employee is not restored to good dues standing within three (3) working days after receipt of such notice, the County will discharge that employee.

Section 2. – Check-Off:

- (a) For such employees of the County who shall certify in writing that they authorize such deductions, the County shall deduct from the pay of each month the Union dues in the amount as specified in the certification. Such amount shall be remitted promptly to Teamster Local Union No. 670. For such employees of the County who certify in writing that they authorize such deductions, the County shall deduct Union initiation fees in no more than one (1) deduction as shall be specified in the certification. The amounts so deducted shall be remitted promptly to Teamster Local Union No. 670 in the same matter as herein provided for with respect to the collection of dues.
- (b) The County is held harmless against any claims, demands, lawsuits, etc., that may arise by reason of making payroll deductions of Union membership dues, initiation fees or discharge of employees at the Union’s request, as a result of the employee’s failing to tender regular dues required for membership.

ARTICLE 4 – EMPLOYEE HEALTH, SAFETY, AND PROTECTION AGAINST PERSONAL LOSS

Section 1. – Protective Clothing:

- (a) Each employee will be provided all required personal protective clothing including but not limited to; hard hat, safety glasses, gloves, coveralls, rain gear, rubber boots, high visibility vest, hearing protection, and respirator. Employees are responsible for the maintenance and care of all issued equipment. Properly maintained equipment will be replaced as needed at the County's expense. Lost or improperly maintained equipment shall be replaced at the employee's expense, subject to mutual agreement by the County and the Union. The County shall provide laundry service for coveralls.
- (b) All employees shall receive, upon completion of six (6) months of service, an annual allowance of two hundred seventy five dollars (\$275) toward the purchase of work clothing/footwear. In no case will an employee receive more than one (1) such allowance in any twelve (12) month period. Employees of the bridge crew, shop crew, and any others, as required by OSHA, shall wear steel-toed safety shoes during the hours of employment.
- (c) Items of clothing and personal protective equipment provided by the County shall not be used by the employee in activities not directly related to County employment. If, upon termination of employment for any reason, the employee fails to turn in uniforms, protective clothing or protective equipment, the amount equal to the County's cost to replace this/these item(s) will be reported to the Roadmaster and a like sum shall be deducted from the employee's final check.

Section 2. – Tool Provision and Locker Space:

Tools required of Mechanics and Service workers will be provided by the County. Tools will be replaced like for like if stolen through burglary, broken or worn out. Tools lost under mysterious circumstances must be replaced by the employee. Individual tool lockup and locker facilities will be provided. The tools will be provided not later than twelve (12) months after the Agreement is approved.

Section 3. – Eyeglass Protection:

- (a) If the Union employee's regular prescription eyeglass lenses or frames should be destroyed or damaged by accident during the course of employment without employee carelessness in performance of work duties and while the employee is complying with all safety standards, then the County shall pay for repair or reasonable replacement of destroyed or broken lenses and/or frames. Replacement of lenses will be for exact same lens prescription of lenses broken. When an incident of this type occurs, employee's supervisor must be informed immediately. Under this provision it is agreed that any insurance payment of reimbursement due to or received by the employee will be used by the County as an offset to the payment. This Section does not cover damage or deterioration due to normal wear and tear.
- (b) Safety glasses (eye protection) shall be provided by the County in accordance with current safety rules. Employees requiring prescription lenses (corrective vision) shall receive up to two hundred (\$200) dollars toward the purchase of pre-approved prescription safety glasses on a

reimbursement basis. In no case shall an employee receive more than one reimbursement in a twenty four (24) month period.

Section 4. – Class A Driver’s License & C.D.L. – Physical Examinations:

(a) Class A Driver License – Employees listed below are required to operate a Class A vehicle in performing their work.

1. All employees in the classification “Maintenance Worker IV”.
2. Employees in the Bridge Division who are designated by the County to be “crane truck” operators.
3. One (1) employee designated by the County in each Maintenance Division.
4. Two (2) employees in the classification “Mechanic”.
5. One (1) employee designated by the County in the classification “Maintenance Worker III”, in the Construction Division.
6. An employee being promoted to one of the positions listed above requiring an upgrade on driver’s license. Initial physical will be paid for by the County.

Note: Section 4(a) is only applicable to employees hired prior to June 1, 2001.

(b) CDL – Physical Examinations – The County will contract with a certified physician for C.D.L. physical exams and lab tests for employees with a CDL requirement. If an employee elects to use the contract provider, the County shall pay the full amount for the exam and lab tests. If the employee elects to utilize another provider, the County shall pay to the employee the amount it has contracted for the exam and lab tests if the costs are not covered by the employee’s Health and Welfare Plans. Payment for physician required follow up examinations or testing will be the responsibility of the employee.

(c) Testing:

1. (a) Employees being promoted and who as a condition of promotion are required to obtain a Class A, Commercial Driver’s License will be reimbursed by the County for the initial driving test fee.  
(b) All employees who fail to pass the initial test and are required to be retested are responsible to pay those testing fees.  
(c) If a retest is required due to failure of the test as a result of equipment failure beyond the employee’s control the County will pay the retesting fees.
2. If the County desires an employee to upgrade a CDL, the County will reimburse the employee for the initial driving test fee. Any failure and retest will follow the procedures in 1. (b) and (c) above.

(d) Vehicle:

The County shall provide a vehicle for CDL testing when an employee requires an upgrade due to work assignment or promotion. The County may provide a vehicle for CDL testing, if requested by an employee, for other reasons.

Section 5. – Environmental and Safety Protection:

When a member of the Union believes a circumstance or condition exists which appears to or has the potentiality to create a safety hazard or an environmentally adverse working conditions, then the Shop Steward shall immediately notify the Department Supervisor. The Department Supervisor and Shop Steward and, if available, a member of the Safety Committee shall immediately attempt to resolve the condition or situation in a satisfactory manner. If the problem is not resolved, the Union Representative shall immediately meet with the Roadmaster or his designee. If the problem remains unresolved, the Roadmaster shall immediately request the assistance of the State Accident Insurance Fund. SAIF shall immediately provide the service of a Certified Safety Professional and/or a Certified Industrial Hygienist to meet with the Union Representative and the Roadmaster to investigate the problem situation. Any report or recommendation(s) issued by the SAIF representative to the County shall be immediately shared with the Union Representative. If warranted, action will be immediately taken to resolve the problem.

Section 6. – Safety Committee:

The County shall establish and maintain a Safety Committee in accordance with Oregon OSHA regulations. The committee will include, as a minimum, two (2) members of the Union and two (2) representatives from the County. Minutes of the Safety Committee meetings shall be posted on the Union bulletin boards.

Section 7. – Drug and Alcohol Policy:

The Linn County Road Department Drug & Alcohol Testing Policy and Last Chance Agreement are included as Schedule “C”. The policy and agreement shall be considered a part of this Agreement and are covered by the grievance procedures detailed in Article 10 - Adjustment of Grievances. The policy and agreement may be modified by the County, as needed, to comply with state and federal regulations. The County shall provide notice to the Union if modifications are required.

Section 8. - Chemical Applicators:

Employees, other than those in the Vegetation Management Technician classification, who maintain a current certification for application of chemicals (herbicides and pesticides), and are actively engaged in chemical application as a part of their work, shall receive an annual payment of one hundred (\$100) dollars.

ARTICLE 5 – SENIORITY

Section 1. – Application of Seniority:

- (a) An employee’s union seniority shall be determined by the amount of time while continually employed in bargaining unit positions by the Linn County Road Department. The County may utilize bargaining unit employees in non-bargaining unit positions for emergencies, temporary vacancies, etc. for a period of up to six (6) months. Employees in these non-bargaining positions will be returned to their former positions in the bargaining unit with no loss of seniority. However, if the employee remains in the non-bargaining position longer than six (6) months, the employee relinquishes their prior seniority and position in the bargaining unit. The six (6) month period may be extended by mutual agreement between the Union and the County with no loss of seniority.
- (b) Layoff – In the event the County determines it is necessary to eliminate Union employee positions for any reason, the resulting layoff shall be accomplished by employees being laid off in the inverse order of their seniority through the procedure described in Section (d), below.
- (c) Recall – Employees shall be recalled from layoff in accordance with their seniority. No new employees shall be hired until employees on layoff status have been offered an opportunity to return to work.
- (d) Bumping – When an employee(s) is laid off due to a reduction in the work force he shall be permitted to exercise his seniority rights to bump, replace another employee with less seniority. The employee(s) may if he so desires, bump any employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee who he/she bumps and further provided the bumping employee(s) is qualified to perform the work.

If in the County’s opinion the employee(s) has not learned the assigned job in a reasonable period of time, the Union and the County will review the situation with the objective of transferring the employee(s) to another position which the employee(s) is qualified to perform in the same classification.

In this case or cases, it may be necessary to transfer other employees in the same classification to accommodate the situations. The County will not incur any unusual expenses to carry out this process.

- (e) Employees shall have preference in choosing vacation schedules based upon their unbroken total County Road Department seniority.
- (f) Employees who are laid off for not more than eighteen (18) months due to a reduction in work force for any reason, shall retain their full seniority. For purpose of computing seniority, all authorized leaves shall be considered as time worked.
- (g) For promotions, relative ability to perform the job shall be controlling. Where the ability to fully learn between two (2) or more employees is equal, seniority shall apply.

- (h) District Seniority – In the case of overtime work, or work above classification, seniority will be observed for work dependent upon the employee’s job classification. (Reference Article 12, Section 2.)

Section 2. – Job Bidding:

- (a) Posting – Preference in promotional openings, of job descriptions covered under the Union contract, and new jobs created within the Bargaining Unit, shall be given to existing employees. Positions of promotional opportunity shall first be posted on the Union bulletin boards for a period of ten (10) working days. A copy of the posting shall be mailed to the Union the day prior to the day of posting. The County reserves the right to consider the benefits derived from lateral transfers and they will be allowed only when the mutual interest of the employee and the County are served. All Shop Stewards shall receive a list of employees who bid for a vacant position and the name of the employee who was selected.
- (b) Trial Period – Upon request, employees believed to be more than marginally qualified shall be given a fair trial period. The County shall provide a fair trial period appropriate to the job. Job bids and selection for trial periods shall be subject to the Grievance Procedure of this Labor Agreement. The judgment of whether an employee qualifies in the above trial period rests solely on the judgment of the County and is not subject to the Grievance Procedure of the Labor Agreement. Any employee who, for any reason, bids and receives a change in job and/or classification shall automatically receive a twenty-one (21) workday grace period in which to return to his or her previous job and/or classification and pay rate, at no penalty.
- (c) Notification – Applicants who are rejected under this system; notification and reasons for rejection shall be given in writing to the Union. Notice of the applicant who is selected for the job shall also be forwarded to the Union.
- (d) Applicants Who Are Rejected Under This System – If an employee fails in a trial period, said employee will be given reasons for failure in writing and a copy of those reasons in writing will be forwarded to the Union. It is also understood that said employee may use the Grievance Procedure if he feels a fair trial period was not afforded.
- (e) Underfilling – When the Employer and employee agree, underfilling is allowed to provide a career development opportunity and training for a person not more than marginally qualified for the position being underfilled. Notification of a decision to underfill a position shall be provided to the Union and all provisions of Article 5 – Seniority, shall apply. Reference Article 5, Section 2. (a), a position being underfilled will be posted for an additional ten (10) days. A decision by the Employer to underfill a position is subject to the grievance procedure but a decision not to underfill a position is not subject to the grievance procedure.

Underfilling means employing a person in a classification with a salary range number lower than that of the classification usually assigned the person’s duties. An employee who is underfilling a position shall be informed in writing that he/she is an underfill, the reason for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee shall be reclassified.

Section 3. – Elimination of Jobs:

When an employee's position in a classification is eliminated and the employee is reassigned to a position in a lower classification under provisions outlined in this contract which will result in an immediate reduction in pay, the County will continue the reassigned employee's former high rate of pay for three (3) months following the reassignment in an effort to cushion the employee's pay reduction transition.

Section 4. – Training:

- (a) Purpose. A comprehensive training program is essential to both the employees and the employer in order to promote an effective well trained work force. The goal of training is to provide an opportunity for personnel to develop new skills and prepare for promotion to the next higher classification and to provide the employer with qualified personnel for backup coverage during emergencies and employee absences. The County and Union shall meet, unless both parties deem such meetings unnecessary, at six (6) month intervals after approval of the Agreement to discuss the activities of the program.
- (b) Bridge and Maintenance Workers. Training will be performed at the Division level and will be offered to as many employees as practical. Seniority shall be a primary consideration when more than one employee in the same classification desires to participate in training. Employees who want to be considered for training or who decline training may be asked to do so in writing. Employees who decline training opportunities (waive right for training) forfeit the consideration of seniority until other personnel assigned to the Division have completed or declined training. Training will be offered at the sole discretion of the employer considering safety, production, or nature of the task to be performed.
1. Organization. The employer will designate trainer(s) in each Division. Division Supervisor, Lead Worker, and Trainer(s) will monitor a Trainee's progress. Training will be at the Trainee's current classification salary. Each item of equipment shall have an associated list of tasks that are mandatory requirements for "certification" on the equipment. The list is included herein and labeled Schedule "D", "Mandatory Requirements for Equipment Training". The employer may modify the list of specific requirements from time to time to address changes in equipment and operations. Employer shall notify Union in writing ten (10) days prior to effective date of changes. Changes to requirements will not apply to employees already training on the affected equipment unless modification is considered to be a matter of safety and is indicated in the notification.
  2. Certification. Once an employee is "certified" on a given piece of equipment and is requested to operate it, employee will immediately receive the higher classification pay that the equipment qualifies for. (Example; MWII is certified to operate a motor grader, he/she will receive MWIII pay for the hour(s) operating the motor grader). A list of employees so certified will be developed, kept up-to-date, posted in the work place and provided quarterly to the Union.
  3. Removal from Training. If, in the judgment of the Division Supervisor, Lead Worker, and Trainer, a trainee is not able to master mandatory requirements for the equipment, trainee will be removed from program with reason(s) stated in writing.

4. Removal Appeal. An employee who is removed from training shall have the right to request an independent review of his/her ability from a Division Supervisor, Lead Worker, and Trainer from a Division of his/her choice providing the Division of choice has similar equipment. The employee may continue training or be removed from training based on the outcome of the independent review. In all cases the reviewers should try to achieve a consensus decision. If consensus cannot be reached, a majority decision shall prevail. The employee retains his/her right to have recourse through the full grievance procedure detailed in Article 10 - Adjustment of Grievances with the exception of issues involving ability and proficiency in the operation of equipment, which can be grieved up to and including Step 3 of the procedures.
- (c) Service Worker Apprenticeship. The nature of the work environment for Mechanics and Service Workers employed at the Road Department precludes the adoption of a simple training program as outlined for the Maintenance Worker positions. Therefore, it is agreed that an Apprenticeship Training Program as outlined below, is necessary to provide for the training of Automotive Service Workers employed by the Linn County Road Department.
1. Suspension of Article 11. The provisions of this Apprenticeship Training Program supersede Article 11 Wages Section 4(a), Temporary work above/below classification, as it would normally apply to an Automotive Service Worker performing Mechanic Classification work, while the Service Worker is enrolled in the Apprenticeship Training Program.
  2. Organization. The Apprenticeship Training Program is attached herein and described in Schedule “D”, page 4, as “Mechanic Apprenticeship Training Program for Automotive Service Workers”. Linn County, the employer, may amend the provisions of the program from time to time as deemed necessary. Employer shall notify Union in writing ten days prior to effective date of changes.
  3. Enrollment. Enrollment in the Apprenticeship Training Program is based solely on the provisions listed herein;
    - a. Employee must apply in writing to the Roadmaster for acceptance into the training program. Application must include verification that the employee meets the minimum enrollment requirements.
    - b. Enrollment will be granted to any Service Worker in good standing (i.e. not currently under probation or undergoing Disciplinary Action) who meets the minimum enrollment criteria.
    - c. Enrollment may be refused by the Roadmaster if the employee has been voluntarily or involuntarily removed from the Apprenticeship Training Program previously.
    - d. Minimum requirements may be reduced or waived at the discretion of the Roadmaster (only for the purpose of enrollment).
  4. Primary Duties. After an employee is accepted into the Apprenticeship Training Program, it is understood and agreed that the employee’s primary responsibility is to

perform work in the classification the employee actually holds. Training opportunities will be provided at the sole discretion of Linn County.

5. **Removal From Program.** An employee who is enrolled in the Apprenticeship Training Program may voluntarily drop from the program at any time by requesting, in writing, to the Roadmaster or designated representative. The County can remove an employee from the program based on disciplinary actions or failure to meet the training program requirements specified in Schedule “D”. The individual will be notified in writing stating the reason(s) for removal.
6. **Removal Appeal.** Employees removed involuntarily will be given thirty (30) days’ notice and an opportunity to appeal the County’s decision. The employee retains his/her right to have recourse through the full grievance procedure in Article 10 - Adjustment of Grievances.

Section 5. – Leaves of Absence:

- (a) **Family Medical Leave –** Family Medical Leave shall be implemented for eligible employees in accordance with ORS 659A.150 – 659A.186 and the Federal Family and Medical Leave Act of 1993, including future amendments.

The leaves would be unpaid after employees’ vacation, sick leave and compensatory time have been utilized. The employee would have the option of retaining a total of ten (10) days of vacation, sick leave or compensatory time. For leave related to a birth or adoption, the leave would be taken on a continuous basis. For leave periods without pay, there should be no accrual of sick or vacation leave but health benefits would continue on the same terms and conditions as if the employee was not on leave.

- (b) **Period of Time –** Leaves of absence without pay, or accrual of sick or vacation leave 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 by the County, and approved or disapproved by the County. Leave will not be granted for the purpose of seeking or engaging in gainful employment. 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.
- (c) **Jury Duty –** An employee shall be granted Jury Duty leave with pay at the regular rate any time he is required to report for jury service, in lieu of jury service fees which shall be paid over to the County. Should an employee initiate a court action requiring his presence in court, the employee shall not receive Jury Duty leave for that period of time.

Section 6. Union Business:

- (a) An employee who is elected to a position of Shop Steward in the Union shall be granted a leave of absence without pay, vacation, sick leave, or other benefits, if requested by the Union, for a period not to exceed one (1) year.
- (b) For the purpose of conducting mutually approved Union-County meetings to resolve or avert grievances, designated Union Shop Stewards shall be permitted time off to meet with appropriate representatives of the County without loss of compensation. Shop Stewards shall coordinate time off for Union business with their supervisor or the Roadmaster.

- (c) Any designated employees, preferably three (3) but not more than four (4) employees, shall be allowed time away from their duty stations without loss of pay when attending meetings with the County for the purpose of negotiating Labor Agreements not to exceed a total of four (4) half (1/2) days and not more than one (1) employee from each crew.
- (d) The Union will provide a minimum of two (2) work days' notice, in writing, to the County when required Shop Steward seminars and training sessions are scheduled. Shop Stewards shall be allowed up to two (2) days off, with pay, per calendar year for the purpose of attending Shop Steward seminars and training sessions required by the Union.

Section 7. – Failure to Return From Leave:

Any Union 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; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence that the employee is unable to return to work by reason of sickness or physical disability or it can be shown that it was impossible for the employee to notify the County of his/her sickness or physical disability.

Section 8. – Military Leave:

Military leave shall be granted to an employee in accordance with State of Oregon and Federal law. A copy of the employee's military orders shall be given to the Roadmaster and filed in the employee's personnel file.

Section 9. – Peace Corps:

As provided by State of Oregon and Federal law, any employee who enters the Peace Corps of the United States shall be granted appropriate leave for such service.

Section 10. – Compassionate Leave:

If an employee must lose work because of a death of a person with whom the employee has a close familial relationship, the employee is authorized to request reimbursement for such lost work for a period of three (3) days, which shall be extended to five (5) days should extensive travel in excess of two hundred (200) miles be required, plus an additional twenty-seven (27) days without pay if requested by the employee. The employee's request will briefly outline the nature of the relationship and the issues to be dealt with.

Section 11. – Discharge and Warning Slips:

- (a) Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, temporary suspension without pay or accrual of benefits, or discharge with notice in writing.
- (b) Disciplinary action may be imposed upon an employee for misconduct or for failing to fulfill his or her responsibilities as an employee. Such cause for disciplinary action may also include theft, drunkenness, working under the influence of alcoholic beverages, or drinking alcoholic beverages, possession of firearms, or other dangerous concealed weapons, sale or possession of illegal drugs, insubordination, negligent destruction or damage to County property, the willful

giving of false information, withholding information with intent to deceive when making application, or willful violation of published and posted departmental rules.

(c) Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular Grievance Procedure. If the County has reason to reprimand any employee, it shall be done in a manner that will not unnecessarily embarrass the employee before other employees or the public.

(d) Discharge:

1. The County shall not discharge any permanent employee without just cause.
  2. No warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, drunkenness, use or sale of illegal drugs, insubordination, or deliberate destruction or damage to County property.
  3. If the County determines it has just cause for such discharge, the employee involved will be considered suspended without pay for five (5) days. Within the five (5) day period, upon the request of the employee, and his Union Representative, the County will notify in writing the employee and/or the Union of the nature of the offense for which the employee is being discharged, in detail, specifying dates, locations, and the particular nature of the offense committed by the employee.
  4. The Union shall have the right to take up the suspension and/or discharge as a grievance at the appropriate Step of the Grievance Procedure, and the matter shall be handled in accordance with this procedure, through the arbitration step, if deemed necessary by either party. If, after complete investigation, the facts prove invalid, the employee will be reinstated with full pay and all benefits retroactive to the date of the suspension. After the five (5) days, if no request is made, or if after the investigation, the facts prove valid, the employee shall be considered discharged as of the time the County initiated such action.
- (e) The warning notice as herein provided shall not remain in effect for a period of more than eighteen (18) months from the date of said warning notice. Warning notices, to be considered valid, must be issued within ten (10) working days after the occurrence or knowledge of the violation claimed by the County.

ARTICLE 6 - HOLIDAYS

Section 1. – Paid Holidays:

(a) The following is a list of paid holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25
Floating Holiday	Two (2) per calendar year

(b) Whenever a holiday falls on Sunday, the following Monday shall be a holiday, and whenever a holiday falls on Saturday, the preceding Friday shall be a holiday. Holidays falling on a Friday when four/ten (4/10) schedule is in effect shall be taken on the preceding Thursday.

(c) Should an employee be on authorized vacation with pay, or authorized leave, when a holiday occurs, such holiday shall not be charged against his vacation.

(d) If an employee works on any of the holidays listed above, he shall be paid for all hours worked at one and one-half (1 1/2) time his regular rate of pay, plus his holiday pay which shall end at midnight.

(e) An employee working in the four/ten (4/10) program shall receive holiday pay at the ten (10) hour rate for those holidays that occur during the four/ten (4/10) program period.

(f) Two (2) Floating Holidays are available to each employee. Floating holidays shall be scheduled in a manner similar to vacation usage (Article 8, Section 2.).

ARTICLE 7 – SICK LEAVE

Section 1. – Scope:

Sick leave shall encompass absence from work by reason of illness, injury, disability or incapacity, or because of a condition requiring the care and attendance of physicians (or of practitioners), nurses, dentists, or any licensed member engaged in the healing arts, or required confinement in a hospital or convalescent institution.

Section 2. – Accrual:

An employee shall accrue sick leave at the rate of one (1) day for each month worked, to be used in the event of his own sickness, or if a member of his immediate household is sick requiring, his attention. Sick leave may be accrued up to a maximum of one thousand five hundred (1,500) hours. An employee may be required to furnish evidence supporting the need for the use of sick leave. One (1) day equals eight (8) hours if on a five (5) day week and eight (8) hour day schedule and equals ten (10) hours if on a four/ten (4/10) schedule.

Time loss due to illness, injury on or off the job, jury duty, compassionate leave, vacations, and/or holidays shall count as time worked for qualification under the above benefit plan.

Section 3. – Notification:

Any employee who is ill or unable to report to work for any reason, shall, if reasonably possible, notify his immediate supervisor at least thirty (30) minutes prior to his reporting time daily. In the case of a continuing illness, the employee shall continue to notify his immediate supervisor weekly of inability to report to work.

Section 4. – Extended Illness Certification:

If the absence is in excess of four (4) work days, the County may require certification of the attending doctor to substantiate that an illness or injury prevents the employee from working. This certification may also be required after an absence of this length to determine if the employee is physically capable of returning to work, and the cost shall be paid by the County.

Section 5. – Long Term Disability Benefit:

The County will provide a long term disability benefit for employees who are absent from work due to illness or injury off the job, if that period exceeds six (6) months, at the beginning of the seventh (7<sup>th</sup>) month, through the twelfth (12<sup>th</sup>) month, the County shall pay a weekly long term disability benefit of one hundred seventy-five dollars (\$175) per week.

Section 6. – Retirement/Disability:

The County shall make request of the Public Employees' Retirement Board that employees be compensated for accumulated unused sick leave with pay in the form of increased retirement benefits upon service or disability retirement, pursuant to ORS 238.350, to the full extent of adding one-half (1/2) of the monetary value of accumulated unused sick leave to gross salary used to determine "final average salary".

ARTICLE 8 – VACATION LEAVE

Section 1. – Computation:

- (a) For both the accumulation of leave credit and the granting of leave, vacation leave shall be based upon the date of employment.
- (b) 1. After having served three (3) consecutive full months as a probationary employee, the employee shall be credited vacation leave at the rate of six point eight (6.8) hours (eighty one point six (81.6) hours per twelve (12) month period) leave for each month of employment since the beginning of employment.  
  
2. After completing four (4) years continuous service, a permanent employee shall be credited with vacation leave at the rate of ten (10) hours leave for each month of employment, one hundred twenty (120) hours per twelve (12) month period.  
  
3. After completing twelve (12) years continuous service, a permanent employee shall be credited, in addition to vacation accrued at that time, eight (8) hours vacation for each year of service from the thirteenth (13<sup>th</sup>) through the twenty-second (22<sup>nd</sup>) year of service, all not to exceed two hundred (200) hours vacation earned each year.
- (c) Forty-five (45) working days (or 360 hours) maximum accumulation of vacation shall be allowed, and the County shall make every effort to grant vacation time consistent with the employee’s desires and the immediate supervisor’s work requirements.
- (d) There shall be no restrictions by the County upon vacation usage by any employee, further, no employee shall be required to inform the County of his reason for requesting vacation time.

Section 2. – Vacation Times:

Vacation times shall be scheduled by the County, based primarily on the needs of efficient operation and the availability of vacation relief. Where practicable, an employee shall have the right to determine his own vacation time, in accordance with seniority. In the case of scheduling conflicts between two or more employees making a vacation leave request at the same time, seniority shall be the determining factor. Members of the Oiling Crew shall be permitted to schedule vacation during the period June 1 through September 30, providing that only two (2) such Oiling Crew employees may be absent at any one (1) time. Requests by members of the Oiling Crew to schedule vacation between June 1 and September 30 must indicate their desire to be scheduled for vacation by June 1. Vacation scheduled for members of the Oiling Crew during the period of June 1 through September 30, shall not exceed ten (10) consecutive working days.

Section 3. – Termination or Death:

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

Section 4. – Vacation Payoff:

Two (2) times per year, an employee may elect to sell back accrued vacation subject to the following: Total vacation sold back may not exceed eighty (80) hours in one fiscal year. Employee

must have a minimum balance of eighty (80) hours remaining after an amount of vacation time is sold back to the County. Employee may elect to receive a separate check or have the amount added to the regular monthly pay check.

ARTICLE 9 – EMPLOYEE BENEFIT PLANS

Section 1. – Health and Welfare Plans:

- (a) During the term of this Agreement, unless modified as part of the compensation “re-opener” process detailed in Article 11, Section 6 (b), the County shall pay on behalf of bargaining unit personnel and their dependents, an amount equal to ninety five percent (95%) of the “Employee Only”, the “Employee and Spouse”, “Employee and Children” or “Full Family” premium of the ODS Base Plan (PPO health [Medical, Rx, Vision] and traditional dental), but not to exceed the amount actually charged by the health plan or insurance for health, dental and vision coverage(s). The employee shall pay the remaining five percent (5%) by payroll deduction. The amount of the County 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 paragraph (b) of this section.
- (b) Once a year, during the period of May 15 through June 15, the County shall allow bargaining unit personnel to elect to change health and dental provider and category of coverage.
- (c) The County shall pay to the Oregon Processors Employees Trust, as designated by the Union, the Life Insurance and Accidental Death and Dismemberment Plan premium of two cents (\$.02) per employee hour worked (premium shared between the County and the employee, one cent each).

Section 2. – Life Insurance:

The County shall provide life insurance benefits for each permanent employee under the County's Group Life Insurance Plan. The County agrees to provide ten thousand dollars (\$10,000) worth of life insurance for each permanent employee and two thousand dollars (\$2,000) for each dependent at no expense to the employee.

Section 3. – Worker’s Compensation Insurance:

- (a) All employees shall be insured under the provisions of the Worker’s Compensation Act for injuries received while at work for the County.
- (b) The County shall supplement the amount received by the employee from the State Accident Insurance Fund (SAIF) for the on-the-job injuries, in an amount to ensure the injured employee one hundred percent (100%) of his monthly net take home pay, subject to the following conditions:
  - 1. The day of injury shall be considered a work day and the employee will receive his normal salary for the day.
  - 2. The day following the day of injury, and the next succeeding day shall be charged as sick leave, unless the employee is hospitalized (treatment in the hospital, not out-patient care). In the event of hospitalization for more than seven (7) days, due to injury, the employee will receive supplemental payments for each day of absence for which he received SAIF compensation.
  - 3. If the absence due to injury is for a period of more than three (3) months, the injured employee shall have the option of using vacation time earned or sick leave to

supplement their worker's compensation. The Union and the County recognize that absences due to on the job injuries may occur over the life of a claim. For the purpose of calculating time loss, three (3) months is equal to five hundred twenty (520) hours. Each new accepted claim shall be entitled to the five hundred twenty (520) hour period. The time periods shall run concurrently in the case of concurrent claims.

Section 4. – Pension Plan:

The County shall pay all employer and employee contributions required to maintain its existing pension plan.

ARTICLE 10 – ADJUSTMENT OF GRIEVANCES

Section 1. – Grievance Definition:

Should a disagreement arise between the parties of this Agreement concerning the interpretation, application, meaning, or performance of obligations herein, such disagreement shall be settled in accordance with the terms hereinafter provided. All reference to days in this Article shall be defined as working days, Monday through Friday.

STEP 1: The employee(s) or the Union representative shall present the grievance to the employee’s immediate supervisor within ten (10) work days of its occurrence. The supervisor shall then attempt to settle the matter within five (5) work days. In the case of discharge or suspension, the grievance must be presented within five work days after its occurrence.

STEP 2: If the grievance has not been satisfactorily resolved in compliance with STEP 1, it may then be presented in writing to the Roadmaster within four (4) days hereafter by the Union Representative or the aggrieved employee(s). The written grievance shall include:

- (a) Clear and detailed statement of the grievance and all relevant facts.
- (b) Citation of the specific provision(s) of the contract in dispute, in question, or alleged to have been violated.
- (c) Remedy sought.

The Roadmaster shall respond in writing to the grievance within five (5) work days after receipt of the written grievance.

STEP 3: If the grievance remains unresolved, it shall be presented to the Board of Commissioners’ designee within four (4) work days after the Roadmaster's response to the Union Representative in STEP 2. The Board's designee shall meet with the Union Representative within three (3) working days and shall respond to the Union Representative within four (4) work days.

STEP 4: If the grievance has not been settled at the end of STEP 3, the grievance may then be submitted to arbitration.

Section 2. – Arbitration Procedure:

Within five (5) work days following STEP 3, upon request of either the County or Union, a request shall be made to the Employment Relations Board for a list of five (5) arbitrators willing and qualified to serve. Both parties shall have the right to strike two (2) names from the list. The party requesting the arbitration shall strike the first name, followed by the other party striking a name and the process shall repeat itself until one name remains. That person shall be selected as the arbitrator.

Section 3. – Arbitrator’s Authority:

The arbitrator shall have the authority to interpret and apply the provisions of this contract, but shall not have the authority to amend or modify this contract or to establish new terms and conditions of this contract. A decision or award by an arbitrator shall be final and binding upon the parties.

Section 4. – Fees and Expenses:

The fees and expenses of the arbitrator shall be shared equally by the County and the Union. All other expenses shall be borne by the party incurring them.

Section 5. – Time Limitation:

Any of the time limitations specified in the above prescribed procedure may be extended by mutual consent of the parties. In the absence of such mutual consent, noncompliance with any of the prescribed time limitations shall constitute waiver of the complaint or grievance.

Section 6. – Negotiation of Wage Rates or New Agreements:

It is distinctly understood and agreed that the provisions of this Article shall not apply to negotiations of wage rates or new agreements. However, this Section will not apply in regards to Article 11, Section 1(c).

ARTICLE 11 – WAGES – WAGE PRACTICES

Section 1. – Job Classifications:

- (a) Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked as Schedule “A”. Employees shall be classified in accordance with the Job Classifications set forth by Schedule “B”.
- (b) Employee Evaluation: An employee evaluation report shall not be required, nor processed for the systematic granting of salary increases. An employee evaluation shall be required and processed only in cases of depreciative standards of work performance or meritorious service. In any event, an employee evaluation report shall be subject to County review and Union grievance process. The report shall contain all relevant facts pertaining to any denial of salary or benefit increases.
- (c) Change or Establishment of Jobs: When any job is materially changed or when a job is established, the County shall immediately establish a rate for the job and notify the Union promptly in writing. If the Union disagrees with the rate established, it may file a written protest with the County during the ten (10) calendar day period immediately following the establishment of the rate. If no such protest is filed, the rate classification shall become a part of Schedule “A” and Schedule “B”. If a written protest is filed as outlined above, the Union and the County shall jointly study the job in question and evaluate it with factors and procedures usually used in job evaluation programs and determine the appropriate rate. If they cannot agree within five (5) days (or mutually agreeable extension thereof) from the filing of the protest, they will select an impartial Arbitrator familiar with job classification procedures and submit the matter in accordance with the Grievance Procedure. Any change in rate so established shall be retroactive to the time the rate was first established by the County.

Section 2. – Pay Periods:

- (a) All employees shall be paid monthly or such other period mutually agreed upon between the County and the Union.
- (b) When, to relieve hardship or personal need, the Union requests such action, an employee whose employment is terminated shall be paid all wages due within forty-eight (48) hours following such termination.
- (c) In cases where employees’ normal pay day falls on either a Saturday or Sunday, the employees shall receive their paychecks on the Friday immediately prior to the normal Saturday or Sunday pay day.

Section 3. – Maintenance of Standards:

- (a) Any employee who, prior to the date of this Agreement, was receiving more than the rate of wages or conditions designated in the schedule contained herein shall not suffer a reduction of wages or conditions because of the adoption of this Agreement, except as dealt with specifically herein or by written agreement between the County and the Union.
- (b) Nothing in this clause will preclude mutual negotiations to alter past practice, providing both the County and the Union can mutually agree to that alteration.

Section 4. – Temporary Work Above/Below Classification:

- (a) Whenever an employee performs duties of any classification, in excess of thirty (30) hours within a pay period month, he or she should be paid at their present step of the higher classification for such pay period for the total hours he or she is thus engaged. Temporary work above classification for any employee shall not run consecutively in excess of sixty (60) working days. However, the sixty (60) day limitation will not apply to cases where this temporary assignment is due to a long-term disability of an employee who would return to work. Temporary work above classification shall be offered and assigned on the basis of total district or division seniority. The number of hours worked by an employee above classification during a pay period month shall be printed on the employee's pay stub for that month.

As detailed in Article 5, Section 4(b)2, a list of employees shall be maintained who are qualified to perform work in a higher classification. The employees on this list shall not be subject to the 30 hour provisions of the contract, but shall immediately receive the higher rate of pay.

- (b) When it is necessary to work an employee in a lower classification, the County shall pay the employee his regular rate for his permanent classification.

Section 5. – Transportation and Mileage:

- (a) The County agrees to furnish transportation to and from work site from the employee's regularly assigned place of reporting. An employee traveling to and from work or reporting locations, other than his regular reporting place prior to 7:30 a.m. or after 4:00 p.m., shall be reimbursed at the overtime rate for such travel time. Overtime shall not be paid when travel time is for voluntary training opportunities. Overtime will be paid when travel time is for mandatory training opportunities.
- (b) No employee shall be required to work outside the section in which he was hired for extended periods of time, except in an emergency situation, or if the employee is willing to volunteer for the change.
- (c) Regular work reporting places for a district or section crew shall be Albany, Halsey, Sweet Home, Scio and Lebanon. The regular work reporting place for all other crews shall be Albany. There shall be no other designated reporting places unless agreed upon by the County and the Union.
- (d) Whenever an employee's work site is closer to his residence than his regular reporting place, he may voluntarily report to his work site rather than his regular reporting place if approved by his supervisor. The employee must be at his work site at the start of his work shift.

Section 6. – Schedule "A" – Wages:

- (a) All employees covered by this Agreement shall receive wages in accordance with Schedule "A", which is made a part and body of this entire Labor Agreement. Schedule "A" reflects a zero percent (0%) cost of living increase for the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of the Agreement, effective June 1, 2013.
- (b) For the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) years of the Agreement, the Union has the option, each year, of a two point five percent (2.5%) cost of living adjustment or using the Total Employee Cost



to or from “Out of County” work sites. Proper staging of POVs will be the responsibility of the employee.

- (g) Linn County shall provide for group transportation while working overnight, unless all employees have made alternative arrangements.
- (h) In accordance with Linn County Road Department Policy of Employee Conduct, G07-G08, use of County provided transportation will be restricted as follows:
  - a. County provided transportation will be utilized solely for the transportation of Linn County employees, partner agency employees, equipment, materials, and baggage required during “Out of County” work.
  - b. County transportation may be used to transport the above to and from the project site, equipment staging area, lodging, meal sites, and other sites as required to fulfill job related needs.
  - c. Alcohol and controlled substances shall not be transported in Linn County vehicles, nor shall employees under the influence be transported at any time.
- (i) Any employee that has a personal conflict with the work schedule shall notify his or her supervisor within three work days of the notification in item (a) above.

ARTICLE 12 – HOURS OF WORK

Section 1. – Regular Hours of Work:

- (a) Regular hours of work for all employees, except as noted immediately below, shall be 7:30 a.m. to 11:30 a.m. and 12:00 p.m. to 4:00 p.m. Exceptions to regular work hours for selected positions are as follows:

Mechanics:

Two (2) Mechanics – 7:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m.

One (1) Mechanic – 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.

Vehicle Service Worker:

One (1) Vehicle Service Worker – 7:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m.

One (1) Vehicle Service Worker– 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.

Stores Clerk:

One (1) Stores Clerk – 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.

Employees may elect to report earlier or later if an alternative schedule is adopted by the employee and supervisor and approved by the Roadmaster.

- (b) Rest Periods: Rest periods of no more than fifteen (15) minutes in duration shall be scheduled for an employee by departmental supervisors as close to the middle of each half shift as is practicable.
- (c) Meal Periods: An employee shall be granted at least one-half (1/2) hour lunch period, as scheduled above, during each work shift, compatible with job continuity. Employee's assigned to the Oiling Crew shall be granted a one-half (1/2) hour paid lunch period during continuous oiling operations. Overtime will begin once an oiling crew employee has performed eight (8) continuous hours of employment. (Example: Employees report time is 6:30 a.m., overtime begins at 2:30 p.m. If the employee is required to work past eight (8) hours (2:30 p.m.) then the employee would receive time and one-half for all additional hours.)

Section 2. – Overtime Hours:

Overtime hours will be distributed between each employee within each district, subject to seniority, within the same classification. An employee who is working on a particular assignment shall be permitted to continue such work on an overtime basis if considered necessary by his or her supervisor.

Section 3. – Work Day:

The work day shall consist of the consecutive hours of work scheduled. An employee shall be scheduled to work on a regular work shift and each shift shall be regular starting and quitting times and places, as directed and posted by the supervisor, who shall give ten (10) working days advance notice of changes.

Section 4. – Work Week:

The work week shall consist of five (5) consecutive, eight (8) hour work days, Monday through Friday, inclusive. No guarantee of work is implied or intended by this section.

Section 5. – Call Back Time:

Any employee called to work by the County outside his or her regular work shift shall be paid for a minimum of two (2) hours at the rate of one and one-half (1 1/2) times the employee's normal rate of pay, commencing at the time the employee is notified by the supervisor and allowing reasonable time for the employee to return to his or her home on the employer's time.

Section 6. – Departure Time:

The County and the Union agree that no employee shall arrive at his or her regular work reporting place earlier than ten (10) minutes before quitting time, barring any unforeseen instances (flat tire, accident, inclement weather, traffic, need for an inordinate amount of clean-up time, etc.).

It is further agreed that supervisors will notify crews each day of their departure time from their work sites, to return to reporting places.

Section 7. – Emergencies:

This Article may be deviated from during time of emergency declared by the Roadmaster or his designee.

Section 8. – Four (4) Day Week and Ten (10) Hour Day:

A four/ten (4/10) program may be established for summer season use (i.e. late May/June through August/mid-September), at the option of the County and coordinated with the Union. A year round four/ten (4/10) schedule may be utilized based on mutual agreement between the County and the Union. Any change to or from a year round four/ten (4/10) schedule shall be preceded by a notice to the Union of not less than thirty (30) days. A year round four/ten (4/10) schedule is in effect as of the adoption of this Agreement.

Section 9. – Application of Time References:

All reference to days in this Agreement shall be defined as working days, Monday through Friday excluding legal holidays regardless of the work schedule of employees in the bargaining unit (i.e. five (5) day work week or four (4) day work week schedules).

ARTICLE 13 – DAILY AND WEEKLY HOURS & OVERTIME RATES OF PAY

Section 1. – Hours and Overtime Rates:

- (a) Time and one-half shall be paid for hours worked in excess of forty (40) hours during the five (5) day work week, and in excess of eight (8) hours per day. During a four/ten (4/10) schedule, time and one-half shall be paid for hours worked in excess of forty (40) hours during the four (4) day work week, and in excess of ten (10) hours per day.
- (b) Due to the public safety functions performed by employees of the Road Department and the frequent emergencies to deal with road conditions, “work performed” shall include holiday time, vacation time, sick leave and/or compensatory time. However, if time is lost during the regular work day or week from an unexcused absence(s), such time shall not be used as “work performed” time for the computation of overtime pay.”
- (c) Compensatory Time: No employee shall be required to take compensatory time in lieu of overtime pay, unless he chooses to do so. Compensatory time shall accrue at the same rate as provided for overtime in the Collective Bargaining Agreement. An employee shall be allowed to accumulate up to eighty (80) hours of compensatory time.

Compensatory time in excess of the eighty (80) hours accumulation shall be paid as wages. Compensatory time off shall be scheduled in so far as possible to suit the employee's wishes, unless it would create a hardship to the County.

ARTICLE 14 – SAVINGS CLAUSE

This document constitutes the sole and complete Agreement between the Union and the County, and embodies all the terms and conditions governing the employment of employees in the negotiating unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be subject to negotiation. Any prior commitment or agreement between the County and the Union or any individual employee covered by this Agreement is hereby superseded by the terms of this Agreement.

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court 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.

ARTICLE 15 – MANAGEMENT RIGHTS CLAUSE

- (a) The Union recognizes the prerogative of the County to operate and manage its affairs in all respects in accordance with its responsibilities and the powers or authority which the County has not delegated or modified by this Agreement, are retained by the County, however, any prerogatives to operate and manage the affairs of the County, which are expressly delegated or modified by this Agreement, shall be binding upon the County. The Union recognizes the exclusive right of the County to establish reasonable work rules; however, the Union and the County shall consult and confer in the formation of new, or modification of existing, work rules.
- (b) The following are exclusive management rights and are not subject to collective bargaining:
  - 1. The determination of the County's financial and budgetary policies and procedures.
  - 2. The determination of personnel policies and procedures including number of personnel to be employed or retained.
  - 3. The designation of employee(s) as "Leadworker".
- (c) The County has the right to schedule overtime work as required in a manner most advantageous to the County and consistent with the requirements of County employment and public interest.
- (d) It is understood by the parties that every incidental duty connected with operations enumerated in Job Descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by an employee.
- (e) The County reserves the right to discipline or discharge for proper cause. The County reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the County, or where such continuation of work would be wasteful and unproductive.
- (f) The Union recognizes the County has statutory rights and obligations in contracting for matters relating to Governmental operations. The rights of contracting or subcontracting are vested in the County.
- (g) During the term of this Agreement, the County shall not contract or subcontract any public work regularly performed by an employee covered by this Agreement, the purpose of which contract is to bring about a reduction in employment or layoff of such employee, unless such contract is required by State or Federal Law.

ARTICLE 16 – TERM OF AGREEMENT

This agreement shall remain in full force and effect from June 1, 2013 through May 31, 2017, and shall continue in effect from year to year thereafter unless either party shall give written notice on or before March 31, 2017 or March 31 of any year thereafter of its desire to amend or terminate this Agreement upon sixty (60) days written notice to the other party.

All future agreements arrived at shall be retroactive to the date of expiration of the preceding Agreement.

IN WITNESS WHEREOF, both parties have set their hands and seals on the dates shown

FOR THE COUNTY:  
BOARD OF COMMISSIONERS

FOR THE UNION:

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Secretary-Treasurer

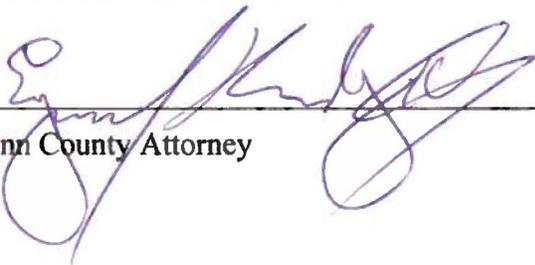
  
\_\_\_\_\_  
Commissioner

10/23/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Commissioner

10-29-2013  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Linn County Attorney

**ROAD DEPARTMENT EMPLOYEES  
SCHEDULE “A” - WAGES**

TEAMSTER LOCAL 670    EFFECTIVE June 1, 2013

<u>CLASSIFICATION</u>	<u>RANGE</u>	(1)	(2)	(3)	(4)
MAINTENANCE WORKER I	1	3,207	3,427	3,519	
MAINTENANCE WORKER II	2	3,454	3,687	3,780	
BRIDGE WORKER II	2	3,454	3,687	3,780	
TRAFFIC CONTROL WORKER I	2	3,454	3,687	3,780	
TRAFFIC CONTROL WORKER II	3	3,541	3,780	3,873	
STORES CLERK	3	3,541	3,780	3,873	
SERVICE WORKER	3	3,541	3,780	3,873	
BRIDGE WORKER III	4	3,633	3,873	3,993	
MAINTENANCE WORKER III	4	3,633	3,873	3,993	
BRIDGE WORKER IV	6	3,841	4,103	4,212	
MAINTENANCE WORKER IV	6	3,841	4,103	4,212	
MECHANIC *	6	3,841	4,103	4,212	4,307
VEGETATION MANAGEMENT TECH	6	3,841	4,103	4,212	
LEADWORKER **		+ 5%			

\* Range 6, Step 4 reserved for Mechanics with one (1) ASE master certification.

\*\* Appointment as a Leadworker adds the Leadworker supplemental classification to a position and increases the employee’s current wage rate by five (5%) percent.

Wage schedule shall be modified effective June 1, 2013 and every June 1 of each year thereafter as follows;

June 1, 2013 - No change.

June 1, 2014 - No change.

June 1, 2015 - Union option: two point five percent (2.5%) COLA or based on the “Total Compensation” calculation.

June 1, 2016 - Union option: two point five percent (2.5%) COLA or based on the “Total Compensation” calculation.

SCHEDULE “A” - APPENDIX A (Total Cost)

TEAMSTER TOTAL EMPLOYEE COST METHOD

(All data based on Bargaining Unit Employees Only)

“Base Year” Amount: Base Year Salary Total (current salaries & budget year FTE)  
 (Includes projected merit steps Plus Current Fringe  
 but no COLA or rate changes) Plus Current Payroll

Total “Base Year” Amount

“Budget Year” Amount Total “Base Year” Amount  
Plus Total “Base Year” Amount x % in Appendix A

Total “Budget Year” Amount

“Budget Year” Amount Allocation: “Budget Year” Amount  
 Less Base Year Salary Total  
 Less any Wage Changes other than COLA’s  
 Less Projected Health Insurance Cost\*  
 Less Projected Dental Insurance Cost\*  
 Less Projected Life Insurance Cost\*  
 Less Projected Employee Assistance Cost\*  
 Less any Additional Benefit Costs  
 Less Projected OASDI/Medicare Cost  
 Less Projected Workers’ Compensation Insurance Cost\*\*  
 Plus Insurance Retro Payment Share  
 Less Projected Unemployment Compensation Insurance Cost  
Less Projected PERS/OPSRP Cost\*\*\*

Remainder Amount for COLA & COLA Payroll Costs

COLA %: Remainder Amount times (100% divided by 100% + Payroll  
 Cost %) divided by Base Year Salary Total

\*  $\frac{[\text{Current Year Cost}]}{[\text{Current \# of Employees}]}$  times  $\frac{[\text{Budget Year}]}{[\text{\# of Employees}]}$  times (100% + % change)

\*\*  $\frac{[\text{Current Year Cost}]}{[\text{Current Year Salaries}]}$  times  $\frac{[\text{Base Year}]}{[\text{Salary Total}]}$  times (100% + % change)

\*\*\* Current PERS/OPSRP % Adjusted for Participation

\*\*\*\* If the COLA % is negative due to health insurance or retirement cost increases, the COLA will be 0% and the negative “Remainder Amount” will be carried forward to be offset in the following year(s) in the Total Employee Cost Method process.

Base Year Salary Total Includes	Current salary total for funded Union positions in budget year. merit steps but no COLA or other compensation changes. (Source: Budget)
Fringe (Base Year)	Total of Health, Dental, Life, Employee Assistance, etc. costs with no rate increases from current year but adjusted for changes in FTE's. (Source: Payroll & Budget)
Payroll (Base Year)	Total of OASDI/Medicare, Workers' Compensation, Unemployment Compensation, and PERS costs with no percentage increases from current year but based on budget year salary total. (Source: Payroll & Budget)
Budget Year Amount	Total of Base Year Salary Total, Fringe & Payroll plus percentage increase from Article 11, Section 1(a). (Source: Payroll, budget & CPI)
Health Insurance Cost	Projected average annual health insurance cost per current employee times total Union FTE's for the budget year. (Source: Payroll & Budget)
Dental Insurance Cost	Same as Health but for Dental.
Life Insurance Cost	Same as Health but for Life.
Employee Assistance Cost	Same as Health but for Employee Assistance.
OASDI/Medicare	Projected OASDI/Medicare % (currently 7.65%) times base year salary total. (Source: Payroll & Budget)
Workers' Compensation	Projected Workers' Compensation cost based on any rate changes and the base year salary total. (Source: Payroll & Budget)
Retro Payment Share	[Current Workers' Compensation costs for Union employees divided by total current Workers' Compensation Costs] times [the any retro payment to the County]. Same process for any health insurance retro payment. (Source: Payroll & Budget)
Unemployment Insurance	Projected U.I. (currently 0.7%) times base year salary total. (Source: Payroll & Budget)
PERS/OPSRP	Projected PERS/OPSRP payments for employees based on any rate changes and the base year salary total. (Source: Payroll & Budget)

SCHEDULE “B” - CLASSIFICATION DESCRIPTIONS

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## LINN COUNTY CLASSIFICATION

**TITLE:** ROAD MAINTENANCE WORKER I  
**NUMBER:** 255 **APPROVAL ORDER**  
**PAY RANGE:** 01 **NUMBER:**  
**CATEGORY:** TEAMSTER **DATE:**

GENERAL STATEMENT OF DUTIES/JOB OBJECTIVES: Performs general unskilled or limited semi-skilled manual tasks.

SUPERVISION RECEIVED: Works under the direction of a Division Supervisor, Leadworker or a maintenance worker of higher grade who assigns duties in detail, observes performance and instructs in proper methods.

SUPERVISION EXERCISED: Supervision of employees is not a normal responsibility of positions in this class, but an incumbent may assist in the job orientation of new personnel.

ESSENTIAL FUNCTIONS: A person employed in this classification must possess the capability to perform the following duties to be considered for this position. The duties are essential functions requiring the critical skills and expertise needed to meet job objectives. Additional specific details of these essential functions may be provided by the specific office or department job announcement, if applicable.

1. Laborer - Performs heavy manual labor, digging ditches, cleaning and installing culverts or drain tiles, cutting and burning brush, removing obstacles from roadway and adjacent area, hand loading and unloading all types of material. Does simple manual work connected with patching and repairing roadways, sands slippery or bleeding road surfaces, installs and repairs guard rails, fences, and signposts.
2. Flagger - Directs and controls traffic in the work zone.
3. Performs routine custodial work in shop complex including sweeping and mopping floors, washing windows, cleaning restrooms, changing light bulbs as needed, any other janitorial duties that may arise. Also, runs errands and does odd jobs as directed by supervisor.
4. Relief Equipment Operator - Occasionally may operate trucks and light equipment for short periods of time.

### OTHER FUNCTIONS:

5. Other duties as assigned.

RECRUITING REQUIREMENTS: (Additional specific details may be provided by the specific office or department job announcement, if applicable).

KNOWLEDGE, SKILLS AND ABILITY: Good physical condition with enough strength and stamina to do heavy manual labor for extended periods in all kinds of weather; ability to operate road construction equipment; ability to understand and follow directions.

EXPERIENCE, EDUCATION AND TRAINING: Graduation from a senior high school, GED or any satisfactory equivalent combination of experience, education and training which demonstrates the ability to perform the work described.

NECESSARY SPECIAL QUALIFICATIONS: For relief equipment operators, Commercial Drivers License, Class "B" with Air Brake endorsement and an acceptable driving record.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: Work is generally performed outdoors in all types of weather and in all areas of the county. Work requirements include being able to see, talk, hear, sit, stand, walk, bend, stoop, kneel, jump and run. The ability to use hands to finger, handle or operate objects, tools or controls, to reach with hands and arms and to lift or move ninety (90) pounds is also required.

## LINN COUNTY CLASSIFICATION

**TITLE:** ROAD MAINTENANCE WORKER II  
**NUMBER:** 256 **APPROVAL ORDER**  
**PAY RANGE:** 02 **NUMBER:**  
**CATEGORY:** TEAMSTER **DATE:**

GENERAL STATEMENT OF DUTIES/JOB OBJECTIVES: Operates and performs routine maintenance on light or medium duty equipment used in road construction or maintenance involving skilled or difficult operations; assists in performance of skilled manual tasks. Must be able to perform duties of lower Maintenance Worker classification.

SUPERVISION RECEIVED: Works under the direction of a Division Supervisor, Leadworker, or designated maintenance worker who assigns work, observes performance and instructs in proper method.

SUPERVISION EXERCISED: Supervision is not normally a responsibility of this class, but duties may involve occasionally exercising working supervision over a few maintenance personnel.

ESSENTIAL FUNCTIONS: A person employed in this classification must possess the capability to perform the following duties to be considered for this position. The duties are essential functions requiring the critical skills and expertise needed to meet job objectives. Additional specific details of these essential functions may be provided by the specific office or department job announcement, if applicable.

- 1.\* Truck Driver - Operates a single rear axle truck in hauling and dumping construction materials, plowing snow and sanding roads, and watering operations.
- 2.\* Loader Operator - Operates front end loader up to and including 2-1/2 cubic yard capacity for moving earth and rocks, filling trucks, or other operations.
- 3.\* Roller Operator - Operates self-propelled roller, less than six tons, for finishing newly paved or patched highways, compacting rock shoulders, and other operations.
- 4.\* Power Mower/Broom Operator - Operates mower to cut vegetation in right-of-way on highway shoulder and roadside; trim vegetation along fences and back slopes. Operates broom to sweep road surface, etc.
5. Kettle Operator - Operates kettle in heating asphalt for crack sealing operations, maintaining proper temperature, pressure boil and circulation in kettle; does penetration and other types of oil or bituminous patching requiring specific techniques; moves kettle by truck to new locations.

6. Man Lift/Bucket Truck – Operates man lift/bucket truck during tree trimming operations.
7. Equipment Trailers – Able to load, secure, and unload materials and equipment on trailers in a safe and efficient manner.

OTHER FUNCTIONS:

6. Other duties as assigned.

RECRUITING REQUIREMENTS: (Additional specific details may be provided by the specific office or department job announcement, if applicable).

KNOWLEDGE, SKILL AND ABILITY: Knowledge of the operation, maintenance and minor repair of motor equipment; considerable knowledge of the methods and materials used; ability to operate equipment safely under adverse conditions; skill in the performance of specialized manual work; good physical condition to permit work out of doors in adverse weather.

EXPERIENCE, EDUCATION AND TRAINING: Graduation from a senior high school or\_GED and one year experience in the operation of road maintenance equipment such as maintenance trucks, mowing machines, rollers, etc. Experience in performing semi-skilled manual tasks or a satisfactory equivalent combination of experience, education and training, which demonstrate the ability to perform the work described.

NECESSARY SPECIAL QUALIFICATIONS: Possession of a Commercial Drivers License Class "A" with Air Brake and Tanker endorsement and an acceptable driving record.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: Work is performed indoors and outdoors in all types of weather and in all areas of the county. Work requirements include the ability to see, talk, hear, sit, stand, walk, bend, stoop, kneel, jump and run. The ability to use hands to finger, handle or operate objects, tools or controls, to reach with hands and arms and to lift or move ninety (90) pounds is also required.

\* Mandatory requirements for position.

## LINN COUNTY CLASSIFICATION

**TITLE:** ROAD MAINTENANCE WORKER III  
**NUMBER:** 257 **APPROVAL ORDER**  
**PAY RANGE:** 04 **NUMBER:**  
**CATEGORY:** TEAMSTER **DATE:**

GENERAL STATEMENT OF DUTIES/JOB OBJECTIVES: Operates moderately complex or heavy-duty automotive road maintenance equipment; performs skilled manual tasks. Must be able to perform duties of lower Maintenance Worker classifications.

SUPERVISION RECEIVED: Works under the direction of a Division Supervisor, Leadworker, or designated maintenance worker who assigns duties, observes performance, and inspects work upon completion for conformance to construction and maintenance standards.

SUPERVISION EXERCISED: May occasionally exercise working supervision over a few maintenance personnel.

ESSENTIAL FUNCTIONS: A person employed in this classification must possess the capability to perform the following duties to be considered for this position. The duties are essential functions requiring the critical skills and expertise needed to meet job objectives. Additional specific details of these essential functions may be provided by the specific office or department job announcement, if applicable.

- 1.\* Motor Grader Operator - Operates a motor grader in grading and sloping roads, digging ditches, spreading paving materials, grading or spreading, brooming highway surfaces covered with loose gravel and oil, removing slides and other road maintenance operations.
- 2.\* Backhoe Operator - Operates rubber tire backhoe and 35,000 GVW, and smaller excavator in road maintenance and construction activities including ditch grading, culvert excavation and placement, or other operations.
- 3.\* Truck Driver - Operates a tandem axle truck with or without trailers, excluding on-highway bottom dump semi-trailers and low deck trailers, for transporting equipment, hauling materials, sanding and plowing roads, conducting watering operations.
4. Operates asphalt pull box.
- 5.\* Heavy Roller Operator - Operates roller over six tons for compacting soil, aggregate, and paving materials..

6. Distributor Operator - Operates distributor truck in applying products onto road surface. Performs routine maintenance and calibration of computer controlled spray apparatus.
7. Brush Cutter Operator - Operates articulated arm, hydraulic brush cutter to trim vegetation within road right-of-way.

OTHER FUNCTIONS:

8. Other duties as assigned.

RECRUITING REQUIREMENTS: (Additional specific details may be provided by the specific office or department job announcement, if applicable).

KNOWLEDGE, SKILL AND ABILITY: Considerable knowledge of the operation, maintenance and minor repairs of moderately complex, heavy duty road maintenance equipment; thorough knowledge of state laws pertaining to operation of motor vehicles and equipment on roads and highways; demonstrated skill in the performance of specialized work to which assignment is made; good physical condition and ability to do heavy manual work under hazardous conditions out of doors in adverse weather conditions; resourcefulness, dexterity and mechanical aptitude.

EXPERIENCE, EDUCATION AND TRAINING: Graduation from a senior high school or GED and two years experience in road construction, maintenance and repair, including experience in the operation of motorized road construction and maintenance equipment; or considerable experience in performing skilled manual tasks; or a satisfactory equivalent combination of experience, education and training which demonstrates the ability to perform the work described.

NECESSARY SPECIAL QUALIFICATIONS: Possession of a Commercial Driver's License Class "A" with Air Brake and Tanker endorsement and an acceptable driving record.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: Work is performed indoors and outdoors in all types of weather and in all areas of the county. Work requirements include the ability to see, talk, hear, sit, stand, walk, bend, stoop, kneel, jump and run. The ability to use hands to finger, handle or operate objects, tools or controls, to reach with hands and arms and to lift or move ninety (90) pounds is also required.

\* Mandatory requirements for position.

## LINN COUNTY CLASSIFICATION

**TITLE:** ROAD MAINTENANCE WORKER IV  
**NUMBER:** 258 **APPROVAL ORDER**  
**PAY RANGE:** 06 **NUMBER:**  
**CATEGORY:** TEAMSTER **DATE:**

GENERAL STATEMENT OF DUTIES/JOB OBJECTIVES: The Road Maintenance Worker IV operates the heaviest, most complex road construction and maintenance equipment. Must be able to perform the duties of lower Maintenance Worker classifications.

SUPERVISION RECEIVED: Works under the direction of a Division Supervisor or Leadworker who assigns duties, observes performance and inspects work upon completion for conformance to construction and maintenance standards.

SUPERVISION EXERCISED: May occasionally exercise working supervision over a few maintenance personnel.

ESSENTIAL FUNCTIONS: A person employed in this classification must possess the capability to perform the following duties to be considered for this position. The duties are essential functions requiring the critical skills and expertise needed to meet job objectives. Additional specific details of these essential functions may be provided by the specific office or department job announcement, if applicable.

- 1.\* Operates self propelled chip spreader (bituminous surface treatments).
- 2.\* Hydraulic Excavator Operator - operates hydraulic excavators over 35,000 GVW (rubber tire and track) for digging, cleaning and surfacing ditches, excavating roadway and shoulders, excavating trenches and placing culverts.
- 3.\* Heavy Dozer Operator - operates heavy tractor or dozer over eighty horsepower in earth moving and similar road construction and maintenance activities.
- 4.\* Operates tandem axle trucks with low deck trailers and bottom dump semi-trailers.
5. Operates front-end loaders in excess of 2-1/2 cubic yard capacity.
6. Finished Grader Operator - operates heavy grader and does construction work to grade stakes, utilizes laser level for grade control of motor grader.

OTHER FUNCTIONS:

7. Other duties as assigned.

RECRUITING REQUIREMENTS: (Additional specific details may be provided by the specific office or department job announcement, if applicable).

KNOWLEDGE, SKILL AND ABILITY: Thorough knowledge of the use, operation, maintenance and minor repair of heavy road construction and maintenance equipment; thorough knowledge of state laws pertaining to operation of motor vehicles and equipment on roads and highways; skill in performing heavy manual work under hazardous conditions; ability to do accurate, skilled work from oral or written instructions with a minimum of supervision; good physical condition, initiative, resourcefulness, dexterity, agility, and mechanical aptitude.

EXPERIENCE, EDUCATION AND TRAINING: Graduation from a senior high school or GED; minimum of five years of experience in road construction, maintenance, and repair, including experience operating highway motorized equipment or any satisfactory equivalent combination of experience, education and training which demonstrates the ability to perform the work described.

NECESSARY SPECIAL QUALIFICATIONS: Possession of a Commercial Drivers License Class "A" with Air Brake and Tanker endorsement and an acceptable driving record.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: Work is generally performed outdoors in all types of weather and in all areas of the county. Work requirements include being able to see, talk, hear, sit, stand, walk, bend, stoop, kneel, jump and run. The ability to use hands to finger, handle or operate objects, tools or controls, to reach with hands and arms and to lift or move ninety (90) pounds is also required.

\* Mandatory requirements for position.

## **LINN COUNTY CLASSIFICATION**

**TITLE: BRIDGE MAINTENANCE WORKER II**  
**NUMBER: 264** **APPROVAL ORDER**  
**PAY RANGE: 02** **NUMBER:**  
**CATEGORY: TEAMSTER** **DATE:**

GENERAL STATEMENT OF DUTIES/JOB OBJECTIVES: Operates and performs routine maintenance on light or medium duty equipment used in bridge/road construction or maintenance; assists in performance of skilled manual tasks. Must be able to perform duties of lower Maintenance Worker classification.

SUPERVISION RECEIVED: Works under the direction of the Bridge Supervisor, Foreman, Leadworker or maintenance worker of a higher grade who assigns work, observes performance and instructs on proper methods.

SUPERVISION EXERCISED: Supervision is not normally a responsibility of this class but duties may involve occasionally exercising working supervision over other maintenance personnel.

ESSENTIAL FUNCTIONS: A person employed in this classification must possess the capability to perform the following duties to be considered for this position. The duties are essential functions requiring the critical skills and expertise needed to meet job objectives. Additional specific details of these essential functions may be provided by the specific office or department job announcement, if applicable.

1. Place necessary traffic control signs, manually control traffic through and around maintenance and construction projects as necessary (flagging).
- 2.\* Operate gasoline, pneumatic, electric, and manual tools including; pavement breakers, jack hammers, chipping hammers etc.
- 3.\* Operate a single axle truck in hauling and dumping construction/maintenance materials, operates front end loader for moving earth and rocks, filling trucks, or other operations. Operates Forklift.
4. Assist trained personnel in maintenance and rebuilding of wooden, concrete and steel structures, installing scaffolding, replacing or patching stringers, decks, felloguards, railing and posts, placing of false work, jacking and replacing piles, caps, floor beams, etc.
5. Assist in crane rigging, the driving of piling (wood, steel and concrete), building of concrete forms, placing rebar, pouring and finishing concrete for piers, footings, slabs, bulkheads, walks, etc., placing pre-stressed decks slabs. Assists with guardrail construction and maintenance operations.

7. Assist in excavation, assembly, and installation of multiplate culverts and other types of metal, plastic, or concrete pipes.
8. Assist in the clearing of work sites by the cutting of brush or trees using hand or power tools, and the removal and installation of fences.
9. Assist in the loading and unloading of heavy bridge materials.

OTHER FUNCTIONS:

10. Other duties as assigned.

RECRUITING REQUIREMENTS: (Additional specific details may be provided by the specific office or department job announcement, if applicable).

KNOWLEDGE, SKILL AND ABILITY: Basic knowledge of the construction, maintenance, and repair of bridges, guardrails, and culverts. Ability to operate equipment safely under adverse conditions; skill in the performance of specialized manual work; good physical condition and ability to perform heavy manual work out of doors, in all types of weather, working at heights and/or extremely wet and muddy conditions under bridges.

EXPERIENCE, EDUCATION AND TRAINING: Graduation from a senior high school or GED plus one year experience in the construction, maintenance, and repair of bridges; one year road maintenance work; or any satisfactory equivalent combination of experience, education and training which demonstrates the ability to perform the work described.

NECESSARY SPECIAL QUALIFICATIONS: Possession of Commercial Drivers License, Class "A", with Air Brake and Tanker endorsement and an acceptable driving record at the time of appointment.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: Work is generally performed outdoors in all types of weather and in all areas of the county. Work requirements include being able to see, talk, hear, sit, stand, walk, bend, stoop, kneel, jump and run. The ability to use hands to finger, handle or operate objects, tools or controls, to reach with hands and arms and to lift or move ninety (90) pounds.

\* Mandatory requirements for positions.

## **LINN COUNTY CLASSIFICATION**

**TITLE:** BRIDGE MAINTENANCE WORKER III  
**NUMBER:** 265 **APPROVAL ORDER**  
**PAY RANGE:** 04 **NUMBER:**  
**CATEGORY:** TEAMSTER **DATE:**

GENERAL STATEMENT OF DUTIES/JOB OBJECTIVES: Operates moderately complex or heavy-duty automotive bridge/road construction and maintenance equipment and performs skilled manual tasks. Must be able to perform duties of lower maintenance worker classifications.

SUPERVISION RECEIVED: Works under the direction of the Bridge Supervisor, Foreman, or Leadworker, who assigns duties, observes performance and inspects work upon completion for conformance to construction and maintenance standards.

SUPERVISION EXERCISED: May occasionally exercise working supervision over other maintenance personnel.

ESSENTIAL FUNCTIONS: A person employed in this classification must possess the capability to perform the following duties to be considered for this position. The duties are essential functions requiring the critical skills and expertise needed to meet job objectives. Additional specific details of these essential functions may be provided by the specific office or department job announcement, if applicable.

- 1.\* Perform carpentry work to assist in the demolition, construction, and maintenance of wooden, concrete and steel bridges including building concrete forms, replacement or patching of decks, felloguards, rails, posts, placing false work, rigid and/or suspended scaffolding, jacking, replacing frame or pile bents, caps, stringers, bridge slabs, floor beams, etc.; carpentry, painting, re-roofing, structural repair and maintenance of buildings, and covered bridges.
2. Operate and maintain gasoline, pneumatic, electric, and manual tools including; pavement breakers, jackhammers, compressors, air tampers, chipping hammers, chain saws, paint equipment, metal cutting and arc welding equipment.
- 3.\* Operate and maintain tandem axle trucks, truck cranes, and pavement grinder. Operates backhoe and 35,000 GVW, and smaller excavator in bridge maintenance and construction activities.
4. Performs crane rigging for the driving of piling (wood, steel and concrete) forming and tying steel, building forms, pouring and finishing concrete for caps, curbs, catch basins, posts bulkheads, walks, placing pre-stressed decks slabs, guardrails and posts.

5. Operate and maintain truck mounted guardrail post driver including performing layout and assembly of guardrail components from plans or verbal instructions.

OTHER FUNCTIONS:

6. Other duties as assigned.

RECRUITING REQUIREMENTS: (Additional specific details may be provided by the specific office or department job announcement, if applicable).

KNOWLEDGE, SKILL AND ABILITY: Considerable knowledge of the construction, maintenance, and repair of bridges, guardrails, and culverts. Considerable knowledge of the operation, maintenance and minor repairs of moderately complex, heavy duty road/bridge maintenance equipment; thorough knowledge of state laws pertaining to operation of motor vehicles and equipment on roads and highways; demonstrated skill in the performance of specialized work to which assignment is made; good physical condition and ability to do heavy manual work under hazardous conditions out of doors in adverse weather conditions; working at heights, in traffic areas, handling heavy tools and material, in extremely wet and muddy conditions around and under bridges; resourcefulness, dexterity and mechanical aptitude.

EXPERIENCE, EDUCATION AND TRAINING: Graduation from a senior high school or GED and two years experience in bridge construction, maintenance and repair, including experience in the operation of motorized road/bridge construction and maintenance equipment; or considerable experience in performing skilled manual tasks; or any satisfactory equivalent combination of experience, education and training which demonstrates the ability to perform the work described.

NECESSARY SPECIAL QUALIFICATIONS: Possession of a Commercial Drivers License Class "A" with Air Brake and Tanker endorsement and an acceptable driving record at the time of appointment.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: Work is generally performed outdoors in all types of weather and in all areas of the county. Work requirements include being able to see (excellent depth perception), talk, hear, sit, stand, walk, bend, stoop, kneel, jump and run. The ability to use hands to finger, handle or operate objects, tools or controls, to reach with hands and arms and to lift or move ninety (90) pounds is also required.

\* Mandatory requirements for position.

## LINN COUNTY CLASSIFICATION

**TITLE:** BRIDGE MAINTENANCE WORKER IV  
**NUMBER:** 266 **APPROVAL ORDER**  
**PAY RANGE:** 06 **NUMBER:**  
**CATEGORY:** TEAMSTER **DATE:**

GENERAL STATEMENT OF DUTIES/JOB OBJECTIVES: Operates the heaviest, most complex road/bridge construction and maintenance equipment. Must be able to perform duties of lower maintenance worker classifications.

SUPERVISION RECEIVED: Works under the direction of the Bridge Supervisor, Foreman, or Leadworker who assigns duties, observes performance and inspects work upon completion for conformance to construction and maintenance standards.

SUPERVISION EXERCISED: May exercise working supervision over other maintenance personnel.

ESSENTIAL FUNCTIONS: A person employed in this classification must possess the capability to perform the following duties to be considered for this position. The duties are essential functions requiring the critical skills and expertise needed to meet job objectives. Additional specific details of these essential functions may be provided by the specific office or department job announcement, if applicable.

- 1.\* Assist and lead in the demolition, construction, maintenance, and replacement of concrete, wood and steel bridges; repair and replacement of expansion joints; assists in the training of other employees in all phases of bridge maintenance.
- 2.\* Crane Operator – operates mobile cranes up to 50 tons capacity for driving and placing wooden, concrete or steel pile, lifting bridge slabs and caps, and other materials and assemblies; operates clam to move and excavate dirt, rock, gravel, removal of drift, and other construction materials.
- 3.\* Hydraulic Excavator Operator -operates hydraulic excavators over 35,000 GVW (rubber tire and track) for channel and roadside ditch excavation, removal of wooden bridge decking, placement of erosion control (rip rap) and other related activities.
4. Operate and maintain heavy bridge and road equipment, assist in the erection and dismantling of equipment, as well as training other employees in the operation.
5. Assist and lead in the fabrication and placement of steel caps, posts, beams, and other components and equipment from plans or verbal instructions.

6. Assist and lead in building and placing forms, placing rebar, pouring, and finishing concrete for catch basins, curbs, sidewalks, headwalls, etc.; painting, re-roofing of buildings, and covered bridges.
7. Assist and lead in the excavation, assembly, placement of multiplate steel, concrete culverts, and the loading, unloading and placement of heavy bridge materials.

OTHER FUNCTIONS:

8. Other duties as assigned.

RECRUITING REQUIREMENTS: (Additional specific details may be provided by the specific office or department job announcement, if applicable).

KNOWLEDGE, SKILL AND ABILITY: Thorough knowledge of the construction, maintenance, and complex repair of bridges, guardrails, and culverts. Thorough knowledge of the use, operation, maintenance and minor repair of heavy road/bridge construction and maintenance equipment; thorough knowledge of state laws pertaining to operation of motor vehicles and equipment on roads and highways; skill in performing heavy manual work under hazardous conditions; ability to do accurate, skilled work from oral or written instructions with a minimum of supervision; good physical condition and ability to do heavy manual work under hazardous conditions out of doors in adverse weather conditions; working at heights, in traffic areas, handling heavy tools and materials, in extremely wet and muddy conditions around and under bridges; initiative, resourcefulness, dexterity, agility and mechanical aptitude.

EXPERIENCE, EDUCATION AND TRAINING: Graduation from a senior high school or GED; minimum of five years of experience in bridge construction, maintenance and repair, including experience in operating highway motorized equipment. Any satisfactory equivalent combination of experience, education and training which demonstrates the ability to perform the work described will be considered.

NECESSARY SPECIAL QUALIFICATIONS: Possession of a Commercial Drivers License, Class "A", with Air Brake and Tanker endorsement and an acceptable driving record at the time of appointment; possession of a mobile crane operator certification; possession of an American Welding Society certification in vertical and horizontal positions.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: Work is generally performed outdoors in all types of weather and in all areas of the county. Work requirements include being able to see, talk, hear, sit, stand, walk, bend, stoop, kneel, jump and run. The ability to use hands to finger, handle or operate objects, tools or controls, to reach with hands and arms and to lift or move ninety (90) pounds is also required.

\* Mandatory requirements for position.

## **LINN COUNTY CLASSIFICATION**

**TITLE: TRAFFIC CONTROL WORKER I**

**NUMBER: 267**

**PAY RANGE: 02**

**CATEGORY: TEAMSTER**

**APPROVAL ORDER**

**NUMBER:**

**DATE:**

GENERAL STATEMENT OF DUTIES/JOB OBJECTIVES: Constructs, paints, installs and maintains County road signs, signals and pavement markings.

SUPERVISION RECEIVED: Works under the supervision of a Division Supervisor or person in a higher classification who assigns work, observes performance, establishes goals, instructs, and inspects work upon completion for conformance to department work standards.

SUPERVISION EXERCISED: Supervision is not normally a responsibility of this class. May supervise personnel in a lower classification or temporary employees in assigning work.

ESSENTIAL FUNCTIONS: A person employed in this classification must possess the capability to perform the following duties to be considered for this position. The duties are essential functions requiring the critical skills and expertise needed to meet job objectives. Additional specific details of these essential functions may be provided by the specific office or department job announcement, if applicable.

1. Install and maintain road signs, traffic signals, pavement delineators and other traffic control devices in accordance with the Manual of Uniform Traffic Control Devices, including the State of Oregon supplement, and County policy.
2. Operate various pickup/light trucks (single axle), and other pavement marking equipment; operates striping in a relief mode, power broom, etc.
3. Operate and maintain sign manufacturing equipment and sheeting applicators for production of various types of reflective road signs.
4. Keep accurate records of daily work activities relating to sign installation, route inventory, materials and equipment used, etc., in accordance with Road Department policy.
5. Operate and maintain a variety of tools, related to signing and pavement marking, including; pneumatic, electric, and gasoline operated power tools, air and airless paint systems, chain saws, and hand tools, etc.

### OTHER FUNCTIONS:

6. Other duties as assigned.

RECRUITING REQUIREMENTS: (Additional specific details may be provided by the specific office or department job announcement, if applicable).

KNOWLEDGE, SKILL AND ABILITY: Knowledge of the tools, methods, materials and equipment used in the construction and painting of traffic signs; knowledge of methods preparing wood, metal and other surfaces for painting; some knowledge of electrical signals and related equipment; skill in the use of tools and in the operation of equipment used in making and installing signs; knowledge of state and federal pavement marking standards; ability to work from oral and written instructions; ability to relate well with the general public; ability to perform moderately heavy manual work; good physical condition to permit work out of doors under all types of weather conditions.

EXPERIENCE, EDUCATION AND TRAINING: Graduation from a senior high school or GED and one year experience in making and installing highway signs including working with sign manufacturing equipment and sheeting applicators ; one year of road maintenance work, or any satisfactory equivalent combination of experience, education and training which demonstrates the ability to perform the work described.

NECESSARY SPECIAL QUALIFICATIONS: Possession of a Commercial Drivers License Class "A" with air brake, tanker, hazardous material endorsement and an acceptable driving record plus the ability to perform moderately heavy manual work.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: Work is generally performed outdoors in all types of weather and in all areas of the county. Work requirements include being able to see, talk, hear, sit, stand, walk, bend, stoop, kneel, jump and run. The ability to use hands to finger, handle or operate objects, tools or controls, to reach with hands and arms and to lift or move ninety (90) pounds is also required.

## **LINN COUNTY CLASSIFICATION**

**TITLE:** TRAFFIC CONTROL WORKER II  
**NUMBER:** 268 **APPROVAL ORDER**  
**PAY RANGE:** 03 **NUMBER:**  
**CATEGORY:** TEAMSTER **DATE:**

GENERAL STATEMENT OF DUTIES/JOB OBJECTIVES: Constructs, paints, installs and maintains signs, signals, and pavement markings. Must be able to perform the duties of lower Traffic Control Worker classification.

SUPERVISION RECEIVED: Works under the supervision of a Division Supervisor who assigns work, observes performance, establishes goals, instructs and inspects work upon completion for conformance to department work standards.

SUPERVISION EXERCISED: Exercises working supervision over sign shop employees of lesser grade.

ESSENTIAL FUNCTIONS: A person employed in this classification must possess the capability to perform the following duties to be considered for this position. The duties are essential functions requiring the critical skills and expertise needed to meet job objectives. Additional specific details of these essential functions may be provided by the specific office or department job announcement, if applicable.

1. Assist in training new personnel in proper work procedures and in the safe operation of equipment.
2. Prepare sign layouts utilizing computer software; stencil layouts; keep inventory of supplies, notify supervisor if supplies are needed.
3. Operate and maintain pavement striper.
4. Operate and maintain sign manufacturing equipment and sheeting applicators for production of various types or reflective road signs.
5. Keep accurate records of daily work activities relating to sign installation, route inventory, materials and equipment used, etc., in accordance with Road Department policy.
6. Operate and maintain a variety of tools related to signing and pavement marking, including; pneumatic, electric, and gasoline operated power tools, air and airless paint systems, chain saws, and hand tools, etc.

OTHER FUNCTIONS:

7. Other duties as assigned.

RECRUITING REQUIREMENTS: (Additional specific details may be provided by the specific office or department job announcement, if applicable).

KNOWLEDGE, SKILL AND ABILITY: Considerable knowledge of laws pertinent to traffic control and traffic flow; considerable knowledge of the tools, methods, materials and equipment used in the construction and painting of traffic signs; considerable knowledge of methods of preparing wood, metal and other surfaces for painting; some knowledge of electrical signals and related equipment; skill in the use of tools and in the operation of equipment used in making and installing signs; knowledge of state and federal pavement marking standards; ability to work from oral and written instructions; ability to relate well with the general public; ability to perform moderately heavy manual work; good physical condition to permit work out of doors under all types of weather conditions; ability to supervise other employees and train employees in department procedure and processes.

EXPERIENCE, EDUCATION AND TRAINING: Graduation from a senior high school or GED and two years experience in making highway signs including working with sign manufacturing equipment and sheeting applicators , working on a striping crew, experience in the area of silk-screening and traffic signals, or any satisfactory equivalent combination of experience, education and training which demonstrates the ability to perform the work described.

NECESSARY SPECIAL QUALIFICATIONS: Possession of a Commercial Drivers License Class "A" with air brake, tanker, hazardous material endorsement and an acceptable driving record plus the ability to perform moderately heavy manual work.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: Work is generally performed outdoors in all types of weather and in all areas of the county. Work requirements include being able to see, talk, hear, sit, stand, walk, bend, stoop, kneel, jump and run. The ability to use hands to finger, handle or operate objects, tools or controls, to reach with hands and arms and to lift or move ninety (90) pounds is also required.

## **LINN COUNTY CLASSIFICATION**

**TITLE:** AUTOMOTIVE SERVICEWORKER  
**NUMBER:** 262 **APPROVAL ORDER**  
**PAY RANGE:** 03 **NUMBER:**  
**CATEGORY:** TEAMSTER **DATE:**

GENERAL STATEMENT OF DUTIES/JOB OBJECTIVES: Lubricates, fuels and does routine servicing of automotive equipment, machinery and other construction equipment, including care and replacement of tires.

SUPERVISION RECEIVED: Works under the supervision of the Shop Supervisor or Assistant who assigns jobs and inspects work upon completion; may occasionally work under the limited supervision of a mechanic while performing an assigned task.

SUPERVISION EXERCISED: Supervision of employees is not a normal responsibility of this class, but an incumbent may assist in the job orientation of new personnel.

ESSENTIAL FUNCTIONS: A person employed in this classification must possess the capability to perform the following duties to be considered for this position. The duties are essential functions requiring the critical skills and expertise needed to meet job objectives. Additional specific details of these essential functions may be provided by the specific office or department job announcement, if applicable.

1. Service automobiles, trucks, tractors and other construction equipment with fuel, oil, grease, water and air.
2. Keep records of service to vehicles and equipment.
3. Keep records of fuel and tire inventory.
4. Change tires for repairing, recapping or replacing; maintains in-service tires at proper inflation pressures.
5. Perform equipment maintenance work, related automotive repairs such as changing oil, filling or draining anti-freeze from radiators, etc.
6. Assist mechanics occasionally as assigned.

### OTHER FUNCTIONS:

7. Other duties as assigned.

RECRUITING REQUIREMENTS: (Additional specific details may be provided by the specific office or department job announcement, if applicable).

KNOWLEDGE, SKILL AND ABILITY: Working knowledge of automotive and construction equipment, lubricating methods and practices; skill in use of automotive servicing equipment, tools, and tire care; general mechanical ability; ability to follow oral and written assignments.

EXPERIENCE, EDUCATION AND TRAINING: Graduation from a senior high school or GED plus one year experience in servicing and maintaining automotive and construction equipment or any satisfactory equivalent combination of experience, education and training which demonstrates the ability to perform the work described.

NECESSARY SPECIAL QUALIFICATIONS: Possession of a Commercial Drivers License Class "A" with Air Brake and Tanker endorsement and an acceptable driving record.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: Work is performed indoors and outdoors in all types of weather and in all areas of the county. Work requirements include the ability to see, talk, hear, sit, stand, walk, bend, stoop, kneel, jump and run. The ability to use hands to finger, handle or operate objects, tools or controls, to reach with hands and arms and to lift or move ninety (90) pounds is also required.

## **LINN COUNTY CLASSIFICATION**

**TITLE: MECHANIC**  
**NUMBER: 261**  
**PAY RANGE: 06**  
**CATEGORY: TEAMSTER**

**APPROVAL ORDER**  
**NUMBER:**  
**DATE:**

GENERAL STATEMENT OF DUTIES/JOB OBJECTIVES: Repairs, overhauls and maintains automotive equipment, machinery and other construction equipment utilized by the County.

SUPERVISION RECEIVED: Works under the direct supervision of a Shop Supervisor or Leadworker who assigns jobs and inspects work for conformance to overall standards.

SUPERVISION EXERCISED: Supervision is not a regular responsibility of this class, but a mechanic may occasionally exercise limited supervision over employees assisting on assigned tasks.

ESSENTIAL FUNCTIONS: A person employed in this classification must possess the capability to perform the following duties to be considered for this position. The duties are essential functions requiring the critical skills and expertise needed to meet job objectives. Additional specific details of these essential functions may be provided by the specific office or department job announcement, if applicable.

1. Perform major overhaul and tune-up work on gas and diesel powered vehicles and construction equipment.
2. Do general wiring on automotive and construction equipment.
3. Perform diagnostic functions, utilizing computerized and traditional diagnostic tools, to determine repairs needed.
4. Repair transmissions, differentials and other gear boxes, making necessary replacements and adjustments.
5. Grind valves, set tappets and push rods; adjust and repair steering gear and front end assemblies, install clutches and brake linings and make necessary adjustments, inspect, repair and replace defective parts as needed.
6. Fabricate special parts or pieces of equipment required for various jobs and operate turning lathe in making new or replacement parts.
7. Do general welding including sheet metal, hard surfacing, or repairing broken castings, using oxyacetylene or electric arc welding equipment as required.
8. Repair and rebuild truck beds, boxes, graders and loader buckets.

OTHER FUNCTIONS:

9. Other duties as assigned.

RECRUITING REQUIREMENTS: (Additional specific details may be provided by the specific office or department job announcement, if applicable).

KNOWLEDGE, SKILL AND ABILITY: Considerable knowledge of the standard practices, materials and methods used in maintaining, repairing and overhauling construction equipment; considerable knowledge of diesel-powered equipment; considerable knowledge of the principles of internal combustion engines; skill in the use of tools and in the operation of equipment employed in motor repairing and adjusting; skill in locating and adjusting defects in equipment; and ability to lay out, plan and work from sketches and from written and oral instructions.

EXPERIENCE, EDUCATION AND TRAINING: Graduation from a senior high school or GED and three (3) years experience as a general mechanic, both automotive and diesel, preferably including experience in the maintenance repair of construction equipment; or any satisfactory equivalent combination of experience, education and training which demonstrates the ability to perform the work described. Possession of at least three ASE certifications in automotive or diesel repair and diagnostics is desirable.

MANDATORY QUALIFICATION: Possession of a Commercial Drivers License Class "A" with Air Brake and Tanker endorsement and an acceptable driving record.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: Work is performed indoors and outdoors in all types of weather and in all areas of the county. Work requirements include the ability to see, talk, hear, sit, stand, walk, bend, stoop, kneel, jump and run. The ability to use hands to finger, handle or operate objects, tools or controls, to reach with hands and arms and to lift or move ninety (90) pounds is also required.

## **LINN COUNTY CLASSIFICATION**

**TITLE: STORES CLERK**

**NUMBER: 259**

**PAY RANGE: 03**

**CATEGORY: TEAMSTER**

**APPROVAL ORDER**

**NUMBER:**

**DATE:**

GENERAL STATEMENT OF DUTIES/JOB OBJECTIVES: Assists the department's Purchasing Agent in receiving, storing and distribution of goods and supplies; maintains inventories and related records; custodial work for shop and lunchroom.

SUPERVISION RECEIVED: Works under the close supervision of the Purchasing Agent or Division Supervisor who sets goals, assigns duties, observes performance and inspects work upon completion for conformance to department work standards.

SUPERVISION EXERCISED: Supervision of employees is not a normal responsibility of this position.

ESSENTIAL FUNCTIONS: A person employed in this classification must possess the capability to perform the following duties to be considered for this position. The duties are essential functions requiring the critical skills and expertise needed to meet job objectives. Additional specific details of these essential functions may be provided by the specific office or department job announcement, if applicable.

1. Receive, unpack and store goods and supplies in proper storage places; check incoming materials against invoices or purchase orders.
2. Take and maintain inventories; brand or mark supplies, keep records of goods received and issued; post to shop service rendered forms; and maintain store records on computer.
3. Clean storeroom, keep stock in order; pick up and deliver parts and supplies on request; operate forklift in loading and unloading supplies.
4. Maintain equipment services rendered files; issue vehicle fuel keys, make minor repairs and generally maintain items in stock.
5. Clean shop area, lunchroom, restrooms, replenish restroom supplies.
6. Do related shop work as may be required and directed by Shop Supervisor.

### OTHER FUNCTIONS:

7. Other duties as assigned.

RECRUITING REQUIREMENTS: (Additional specific details may be provided by the specific office or department job announcement, if applicable).

KNOWLEDGE, SKILL AND ABILITY: Knowledge of storekeeping methods and practices, knowledge of inventory recordkeeping and control methods plus purchase and requisition procedures. Ability to make simple arithmetic computations, maintain inventories and keep simple records; ability to carry out oral and written instructions; good physical condition, strength and agility to facilitate the handling of bulky or heavy stock items; ability to develop effective working relationships with other employees and vendors; may require ability to type and computer keyboard entry.

EXPERIENCE, EDUCATION AND TRAINING: Graduation from a senior high school or GED; two years experience in the maintenance of stocks for a variety of auto and truck parts, preferably supplemented by some experience in computer keyboard data input; some experience and knowledge of janitorial cleaning methods.

NECESSARY SPECIAL QUALIFICATIONS: Possession of a Commercial Drivers License Class "A" with Air Brake and Tanker endorsement and an acceptable driving record.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: Work is performed indoors and outdoors in all types of weather and in all areas of the county. Work requirements include the ability to see, talk, hear, sit, stand, walk, bend, stoop, kneel, jump and run. The ability to use hands to finger, handle or operate objects, tools or controls, to reach with hands and arms and to lift or move fifty (50) pounds is also required.

## LINN COUNTY CLASSIFICATION

**TITLE:** VEGETATION MANAGEMENT TECHNICIAN  
**NUMBER:** 254 **APPROVAL ORDER**  
**PAY RANGE:** 06 **NUMBER:**  
**CATEGORY:** TEAMSTER **DATE:**

GENERAL STATEMENT OF DUTIES/JOB OBJECTIVES: The Vegetation Management Technician operates a broad range of herbicide application and other equipment using a variety of chemicals and techniques to control vegetation in the road right-of-way both chemically and mechanically.

SUPERVISION RECEIVED: Works under the direction of the Operations Manager or designated representative.

SUPERVISION EXERCISED: May exercise working supervision over assigned assistants.

ESSENTIAL FUNCTIONS: A person employed in this classification must possess the capability to perform the following duties to be considered for this position. The duties are essential functions requiring the critical skills and expertise needed to meet job objectives. Additional specific details of these essential functions may be provided by the specific office or department job announcement, if applicable.

1. Controls vegetation in the road right-of-way using chemical, mechanical, and manual means.
2. Operates and maintains herbicide application vehicle including computer controlled injection spray units.
3. Makes recommendations for ordering herbicide chemicals and other materials. Receives, handles, loads and mixes chemicals as needed.
4. Uses personal computers and associated office equipment to transfer information, print reports, and communicate with others.
5. Prepares reports and compiles and maintains accurate records of herbicide application to meet federal and state regulations.
6. Coordinates activities with Division Supervisors to plan and schedule herbicide application in county right-of-way.
7. Monitors treated areas for quality control and performance
8. Coordinates and administers "No Spray" program including interaction with the public to resolve right-of-way vegetation issues.

OTHER FUNCTIONS:

7. Other duties as assigned.

RECRUITING REQUIREMENTS: (Additional specific details may be provided by the specific office or department job announcement, if applicable).

KNOWLEDGE, SKILL AND ABILITY: Thorough knowledge of the use, operation, maintenance and minor repair of herbicide application equipment including spray trucks, injection systems and computer control units; thorough knowledge of herbicide types and their application; thorough knowledge of state laws pertaining to operation of motor vehicles and equipment on roads and highways; skill in performing manual work under hazardous conditions; ability to do accurate, skilled work from oral or written instructions with a minimum of supervision; good physical condition, initiative, resourcefulness, dexterity, agility, and mechanical aptitude.

EXPERIENCE, EDUCATION AND TRAINING: Graduation from a senior high school or GED; minimum of four years of experience in vegetation management and maintenance, and repair of herbicide application equipment. Minimum of two years experience as a licensed herbicide applicator, including experience operating motorized equipment or any satisfactory equivalent combination of experience, education and training which demonstrates the ability to perform the work described.

NECESSARY SPECIAL QUALIFICATIONS: Possession of a Commercial Drivers License Class "A" with Air Brake and Tanker endorsements and an acceptable driving record. Possession of a Public Herbicide Applicator License with a category of Right-of-way issued through the Oregon Department of Agriculture.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: Work is generally performed outdoors in all types of weather and in all areas of the county. Work requirements include being able to see, talk, hear, sit, stand, walk, bend, stoop, kneel, jump and run. The ability to use hands to finger, handle or operate objects, tools or controls, to reach with hands and arms and to lift or move ninety (90) pounds is also required.

## LINN COUNTY CLASSIFICATION SUPPLEMENT

**TITLE: LEADWORKER**

**NUMBER: 269**

**PAY RANGE: N/A**

**CATEGORY: TEAMSTER**

**APPROVAL ORDER**

**NUMBER:**

**DATE:**

THE LEADWORKER: The Leadworker is an employee whose normal tasks are in a mechanic, road, bridge, or traffic worker classification, and who has been designated in writing by the Roadmaster as a Leadworker. Designation as a Leadworker and revocation of such designation is the sole discretion of the Roadmaster or designated representative.

SUPERVISION RECEIVED: Works under the direction of a Division Supervisor who assigns duties, observes performance and inspects work upon completion for conformance to construction and maintenance standards.

SUPERVISION EXERCISED: In addition to the regular duties of their specific classification, exercises supervision over employees, in the absence of, and when directed by, the Division Supervisor. May assist Division Supervisor in the training and evaluation of division employees.

Discipline of employees is not a duty of a Leadworker.

ESSENTIAL FUNCTIONS: A person employed in this classification supplement must possess the capability to perform the following duties to be considered for this position. The duties are essential functions requiring the critical skills and expertise needed to meet job objectives. Additional specific details of these essential functions may be provided by the specific office or department job announcement, if applicable.

1. Assist Division Supervisor with planning and scheduling maintenance and construction activities.
2. Address questions and inquiries from the general public in the absence of the Division Supervisor.
3. Respond to emergencies during and after normal duty hours, dispatch division employees and equipment at the direction of, or in the absence of, the Division Supervisor.
4. Report status of emergencies, projects, or other activities to the Operations Manager or Roadmaster in the absence of the Division Supervisor.
5. Organize and coordinate labor, equipment, and materials to accomplish assigned tasks.

RECRUITING REQUIREMENTS: Refer to specific classification.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: Refer to specific classification.

\*Leadworker designation entitles individual to additional compensation at the rate of 5% of base salary.



## **LINN COUNTY ROAD DEPARTMENT**

### **Drug & Alcohol Testing Policy For Compliance with 49 CFR Part 382**

#### **POLICY STATEMENT**

Linn County Road Department (LCRD) is firmly committed to a safe and drug-free workplace. Also, an employee substance abuse testing program is mandated for all "motor carriers" regulated by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation (DOT). For these reasons, LCRD is implementing this Drug and Alcohol Testing Policy for compliance with the FHWA regulation, 49 CFR Part 382, "Controlled Substances & Alcohol Use and Testing."

Linn County Road Department recognizes each individual's value and contribution to the services LCRD provides. Therefore, this Policy includes communication of resources for employees who voluntarily seek assistance before an alcohol or drug dependency problem affects their work performance or is discovered through a drug or alcohol test (see "Employee Assistance Program and Self-Referral," page 2).

This Drug and Alcohol Testing Policy ("Policy") is intended to comply with FHWA regulations, changes in which will supersede specific policy provisions. Linn County Road Department retains the sole and exclusive right to administer and interpret this Policy.

**EFFECTIVE DATE: June 1, 2005**

#### **WHO WILL BE TESTED AND WHEN**

**Covered drivers** are defined as those who are required to hold commercial driver's licenses for their jobs. Such applicants and employees fall under the FHWA drug and alcohol testing regulations, as indicated above. Generally, covered drivers are operators of commercial motor vehicles which 1) are greater than 26,000 pounds GVWR, 2) carry hazardous materials in placardable quantities, or 3) carry 16 or more passengers, including the driver.

Covered drivers may be tested for drugs or alcohol whenever they are **on duty**. For the purposes of this Policy, "on duty" is defined as any time on the job, since covered drivers are expected to be ready to perform safety-sensitive driving functions on short notice. Conversely, time spent in association with drug testing specimen collection and/or alcohol testing is considered "on-duty" time. Employer will bare all costs associated with the collection, processing, and reporting of drug and alcohol test with the exception of test required for return-to-duty and follow-up testing.

#### **EDUCATION AND TRAINING**

LCRD will make information available to employees on this Policy; the dangers of drug and alcohol abuse in the workplace; and drug counseling, rehabilitation, and employee assistance resources. Employees will be required to sign a form acknowledging receipt of a summary of, and their responsibility to read, this information.

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<sup>1</sup>Terms used throughout this Policy are defined in Appendix A page 13.

At the time of hire, new covered drivers will receive specific information regarding this Policy and be informed of their responsibilities with respect to compliance with federal drug and alcohol testing regulations.

Supervisors of covered drivers who may be required to make "reasonable suspicion" determinations will receive training on recognition of the physical, behavioral, speech and performance indicators of probable alcohol and controlled substances use. The duration of the training will be at least sixty minutes EACH for 1) alcohol and 2) controlled substances use recognition

## **EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL**

LCRD will support treatment efforts for covered drivers with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance. When a covered driver voluntarily reports a drug/alcohol problem BEFORE it is discovered through a drug or alcohol test, s/he will immediately be granted a leave of absence in accordance with applicable employment policies. The employee will be required to enter into a "last chance" agreement (see page 9) in order to return to work.

Covered drivers who voluntarily seek assistance will be permitted job protection and rehabilitation only one time. Any subsequent involvement in a drug/alcohol or related incident following return to work may result in termination of employment.

LCRD's financial participation in rehabilitation will be limited to existing leave and medical benefits provided under employment policies applicable to the driver at that time.

Although it is the intent of this Policy to ensure that drivers who have a drinking or drug problem will not have their jobs jeopardized by a request for help, satisfactory job performance is mandatory. Drivers have the primary responsibility for seeking help and for maintaining a treatment program as necessary. Employees seeking treatment will not necessarily avoid disciplinary action if they do not meet satisfactory job performance standards and other conditions of employment.

## **PRESCRIPTION MEDICATIONS**

UNDER AUTHORITY INDEPENDENT OF THE DOT, covered drivers are **specifically required to** notify their immediate supervisors when they are taking medications with **warning labels** (for example, relating to the operation of vehicles, heavy equipment, or machinery). Failure to notify management of the use of medication that could affect performance on the job can lead to disciplinary action, up to and including termination.

LCRD does not request information about the condition for which medication is prescribed, only that it has been prescribed. In some cases, it may be necessary to temporarily re-assign covered drivers until the course of medication is completed.

If a driver is in doubt about a medication's effect on work performance, s/he should ask the prescribing physician for clarification. Non-compliance with the recommended dosage of prescription medications which results in an incident or accident will be considered a violation of this Policy.

## PROHIBITIONS

FHWA REGULATIONS SPECIFY the following prohibitions:

1. **Covered drivers must not use alcohol within four (4) hours prior to reporting for duty** ("pre-duty use").
2. **Covered drivers are prohibited from possessing alcohol while on duty (unless the alcohol is manifested); from using alcohol while on duty; and from having alcohol present in their systems at a level of 0.02 g/210L<sup>2</sup> or greater while on duty.** Those levels of 0.02 or greater as demonstrated by breath alcohol testing are subject to immediate removal from duty for a minimum of 24 hours (see also "Disciplinary Action and Procedures" section, page 9).
3. **Covered drivers are prohibited from using alcohol after an on the job accident until:**
  - a. The Antidrug Program Manager or his/her designated alternate has determined that alcohol testing is not required,
  - b. A breath alcohol test has been completed, OR
  - c. Eight (8) hours have passed since the accident.
4. **Refusal** by a covered driver to submit a urine or breath specimen, when required by federal regulations, will result in immediate removal from duty. Such refusal will result in prompt disciplinary action, up to and including termination (see "Disciplinary Action and Procedures" section, page 9).

UNDER AUTHORITY INDEPENDENT OF THE DOT, this Policy specifically prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances in the workplace, as described in the Drug-Free Workplace Act of 1988. It also prohibits employees from reporting for duty or being on duty with evidence of alcohol or illegal drugs, or illegally obtained prescription medications, in their systems. Violation of these prohibitions will lead to administrative action, up to and including termination of employment.

## INVESTIGATION OF PREVIOUS TESTING

As a condition of employment, applicants for covered driver positions will be required to authorize previous employers to release specific information regarding previous alcohol and drug tests. No pre-employment drug tests will be required if an applicant for a covered driver position can document:

- Participation in a drug testing program which meets FHWA requirements during the 30 days prior to application AND
  - 1) a negative drug test within the six months prior to application OR
  - 2) participation in a random drug testing program for twelve months prior to application

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<sup>2</sup> Breath testing results are given in grams of alcohol per 210 liters of breath (g/210 L) throughout this Policy.

AND

- No violation of alcohol or controlled substance prohibitions within the six months prior to application.

LCRD reserves the right to require applicants to undergo pre-employment drug testing, whether or not such documentation is provided.

## **TYPES OF DRUG AND ALCOHOL TESTING REQUIRED**

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

### **Pre-employment Testing**

Pre-employment drug testing is required for all covered driver positions, except as noted above ("Investigation of Previous Testing"). A notice will be posted that drug testing is a requirement of the application process. Anyone who does not wish to proceed with the application may withdraw without question.

A drug test result which is verified as positive for unauthorized use of controlled substances will disqualify the applicant for the covered driver position.

### **Random Testing**

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

*Method of Random Selection:* LCRD has contracted with an outside drug testing management service (see Appendix D) to perform computerized random selections on its covered employees as part of a Vehicle Operators' Consortium. Selections occur such that testing days are spread reasonably throughout each year.

A number of drug tests equal to at least 50% of the number of individuals in the Consortium will be completed annually, as required by DOT drug testing regulations; a number of alcohol tests equal to at least 25% of the number of individuals in the Consortium will be completed annually.

*Procedure for Notification and Specimen Collection/Testing:*

1. The drug testing management service will maintain a secure data base of individuals covered by the Federal Highway Administration's drug and alcohol testing regulations.
2. On a randomly selected date, the service will transmit a coded list of individuals who have been selected for testing to the LCRD Antidrug Program Manager or his/her designated representative.

3. The Antidrug Program Manager or his/her designated representative will notify the individual in person or by telephone that s/he has been selected to provide a urine and/or breath specimen for testing. The date and time of notification will be recorded.
4. IMMEDIATELY after being notified, each individual selected for testing must proceed to a specimen collection and/or alcohol testing facility. Individuals in remote locations will be directed to the closest competent local facility so that specimen collection and/or breath testing are completed expeditiously.

### **Reasonable Suspicion Testing**

Reasonable suspicion/probable cause testing provides LCRD with a tool (in conjunction with supervisor training on the signs and symptoms of drug use and/or alcohol misuse) to identify drug-affected employees who may pose a danger to themselves and others in their job performance. Employees may be at work in a condition that raises concern regarding their safety or productivity. Supervisors must then make a decision as to whether there is reason to believe an employee is using or has used a prohibited drug or alcohol in violation of this Policy.

The decision to test for drugs or alcohol must be based on a reasonable and articulable belief that the employee is using a prohibited drug, or has used alcohol in violation of the prohibitions stated above, on the basis of specific, contemporaneous physical, behavioral, or performance indicators of probable drug use and/or alcohol misuse. Observations indicating possible alcohol misuse must be made just before, while, or just after the employee performs a covered function, and must be documented. If at all possible, two supervisors, at least one of whom is trained in the detection of the possible symptoms of drug use and/or alcohol misuse, shall substantiate and concur in the decision to test the employee; however, a single supervisor may make a reasonable suspicion determination.

Employees **MUST BE ACCOMPANIED** to the alcohol testing/specimen collection site(s). Drug or alcohol testing must take place **AS SOON AS POSSIBLE** after the observations leading to testing. Alcohol testing must take place within eight (8) hours of the decision to test. **UNDER AUTHORITY INDEPENDENT OF THE DOT**, drivers who are required to undergo reasonable suspicion testing will be suspended with pay pending receipt of the test results, for not fewer than 8 hours following the decision to test.

If required alcohol testing is not performed within two (2) hours of the decision to test, LCRD will document the reason for the delay. If required alcohol testing is not performed within eight (8) hours of the decision to test, LCRD will cease attempts to have the driver tested for alcohol and document the reason for failure to test.

Whether or not an alcohol test can be performed, if a Company representative believes that a driver is under the influence of or impaired by alcohol, *as* shown by behavioral, speech or performance indicators of alcohol misuse, s/he must remove the employee from covered functions for eight (8) hours (suspension with pay under LCRD's disciplinary policy; see page 10). However, no other disciplinary action will occur in connection with the observation in the absence of a breath alcohol test.

Supervisors who may need to make reasonable suspicion/probable cause determinations under this Policy will undergo at least two (2) hours of training on specific physical, behavioral, and performance indicators of probable drug use and of alcohol misuse (see Appendix B).

## **Post-accident Testing**

Under authority independent of the DOT, a reportable accident is defined as an accident in which a covered driver was operating a Linn County vehicle.

Under authority independent of the DOT, employees involved in a reportable accident are required to be:

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

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

Covered drivers may leave the scene of the accident for the period of time necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care. Otherwise, they must remain readily available for alcohol testing and urine specimen collection until a decision NOT to test has been made or the alcohol testing and urine specimen collection have been completed. If a covered driver is not readily available, it will be considered a refusal to test.

## **Return To Duty and Follow-up Testing**

FHWA REGULATIONS REQUIRE return to duty and follow-up drug and/or alcohol testing when a covered driver has been evaluated by a Substance Abuse Professional and has been found to need assistance with resolving his or her drug abuse and/or alcohol misuse problem. Under these conditions, a negative drug and/or alcohol test is required prior to return to duty and at least six (6) follow-up tests are required during the twelve (12) months following return to duty. Follow-up testing may continue for no longer than sixty months following return to duty.

UNDER AUTHORITY INDEPENDENT OF THE DOT, this Policy permits drivers who demonstrate prohibited alcohol-related conduct or have a verified positive drug test to be returned to duty under the terms of a "last chance" agreement if their performance records and other job-related factors merit continued consideration for employment. Return to duty testing will be required in each such case, as well as demonstration of compliance with the Substance Abuse Professional's recommendations.

In addition, UNDER AUTHORITY INDEPENDENT OF THE DOT, return to duty and follow-up testing may be required as part of the last chance agreement, whether due to violation of this policy or in connection with voluntary requests for assistance and subsequent return to work (see "Employee Assistance Program and Self-Referral," page 2).

## **DRUG AND ALCOHOL TESTING PROCEDURES**

### **Drug Testing**

1. Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures specified by FHWA regulations (49 CFR Part 40) and with respect for the privacy and dignity of the person giving the specimen. Drug test specimens will be collected to provide at least **30 mL** of urine in a "primary specimen" shipping bottle and at least 15 mL of urine in a "split specimen" shipping bottle, as described in Appendix B.
2. Drug testing will be performed only by laboratories certified by the Substance Abuse and Mental Health Administration (SAMHSA) of the U.S. Department of Health and Human Services (previously "NIDA"). LCRD's primary drug testing laboratories are given in Appendix D.
3. When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the Medical Review Officer (MRO) for verification (see "Drug Test Results Review," below).
4. As a quality assurance measure, LCRD's drug testing management service will submit at least 3 blind samples to the certified laboratory for every 100 applicant/employee samples submitted as required by DOT regulations (49 CFR Part 40). A summary of the results of this quality assurance program will be provided to LCRD annually.

### **Breath Alcohol Testing**

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

## DRUG TEST RESULTS REVIEW

A drug test result on a covered driver will be considered positive ONLY if it has tested positive initially, been confirmed positive by gas chromatography-mass spectrometry (GC-MS), and been reviewed and verified by the MRO.

A POSITIVE drug test result may result from detection of any one or more of the following classes of drugs<sup>3</sup>:

Substance or Class	Initial Screening Cut-off	Confirmation Cut-off
Amphetamines	1000 ng/mL	500 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Marijuana (THC)	50 ng/mL	15 ng/mL
Opiates	300 ng/mL	300 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL

[1] as benzoylecgonine

[2] confirmation as 9-carboxy THC

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

### Medical Review Officer Role

The Medical Review Officer (MRO) is a consulting physician who is a licensed doctor of medicine or osteopathy with knowledge of substance abuse disorders, symptoms, treatment, and toxicology. The MRO's primary function is to review, interpret and report positive test results of the applicant or employee. The MRO or his authorized representative will also report negative test results.

Before reporting a positive drug result on a covered driver to LCRD, the MRO will give the "donor" (applicant or employee) a chance to discuss it. If a prescription drug is involved, the donor will be asked to provide the name of the medication and the prescribing doctor's name for verification. The MRO may review the donor's medical history, any relevant biomedical factors, and medical records made available by the donor, to determine whether a positive test resulted from legally prescribed medication before verifying a test result as "positive" or "negative".

The MRO may communicate a positive result on a covered donor to LCRD if:

1. The donor has told the MRO or his authorized representative that s/he does not wish to discuss the results of the test; or

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<sup>3</sup> Testing levels for drugs will follow 49 CFR Part 40 and are subject to change without notice

2. The MRO has spoken with the donor, and has concluded that the positive drug test result indicates unauthorized use of a controlled substance; or
3. The MRO can't reach the donor, and has asked the appropriate Antidrug Program Manager to contact the donor and relay the message to contact the MRO; but the donor has not responded within 5 days of documented receipt of the message.

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

Upon verifying a test result as positive, the MRO will inform the donor of the option for having the "split" portion of his or her specimen tested. The donor must notify the MRO of a desire to exercise this option within 72 hours of being notified of the positive result, at which time the MRO will direct the testing laboratory to ship the "split" specimen to a second SAMHSA- certified laboratory, which the donor may choose from a list of available labs.

UNDER AUTHORITY INDEPENDENT OF THE DOT, this Policy requires that the donor must present payment for testing of the "split" specimen to the MRO or his designated representative in advance. If the result of the "split" specimen analysis is negative, the MRO will cancel the test and LCRD will reimburse the employee for the costs associated with the analysis.

The MRO will not delay reporting of a verified positive test result pending "split" specimen testing.

### **Communication Of Results**

The MRO or his designated representative will report test results ONLY to individuals authorized to receive them. Confidentiality will be strictly maintained. If the result is positive, the MRO or his authorized representative will report the identity of the controlled substance.

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

### **FAILURE TO COOPERATE**

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

## **DISCIPLINARY ACTION AND PROCEDURES**

1. An otherwise qualified applicant for a covered driver position whose drug test results are negative and/or who has documented satisfactory participation in a previous employer's drug and alcohol testing program will be considered qualified for the position offered. Applicants with verified positive drug test results will be considered ineligible for the position.

NOTE: If an applicant's records from previous employers demonstrate evidence that he/she has violated FHWA drug/alcohol prohibitions, the applicant will be required to complete requirements for return to duty as defined by FHWA regulations, at his/her own expense, in order to be eligible for a covered driver position for LCRD. Any follow-up testing conducted during such a driver's employment with LCRD will be at his or her expense.

2. Any covered driver found to be in violation of this Drug and Alcohol Testing Policy will be subject to prompt disciplinary action, up to and including termination of employment. Violations include:
  - a. Alcohol possession or use in violation of the prohibitions stated in this Policy (e.g. pre-duty, post-accident; see page 3)
  - b. An alcohol test result of 0.04 or greater
  - c. A verified positive drug test result
  - d. Refusal to test or to cooperate
3. A covered driver determined to have a confirmed breath alcohol test result of 0.02 or greater, but below 0.04, will be subject to prompt disciplinary action.
  - a. On the first occasion in any two-year period in which a covered driver has a breath alcohol test result of 0.02 or greater, but less than 0.04, he or she will be immediately removed from duty for a period of at least 24 hours. The time away from work may be considered vacation time or personal leave time if such is available; otherwise, it will be considered leave of absence without pay. No further alcohol testing will be required prior to resuming work at the end of the 24-hour period.
  - b. The second occasion in any two-year period in which a covered driver has a breath alcohol test result of 0.02 or greater, but less than 0.04, will be considered a violation of this Policy. UNDER AUTHORITY INDEPENDENT OF THE DOT, the driver will be referred to a Substance Abuse Professional, with return to duty contingent upon fulfilling the terms of a "last chance" agreement.
4. Covered drivers who have had a verified positive drug test or a confirmed alcohol result of 0.04 or above will not be permitted to operate a commercial motor vehicle for Linn County Road Department until they have complied with FHWA requirements for return to duty.

## **"LAST CHANCE" AGREEMENT**

UNDER AUTHORITY INDEPENDENT OF THE DOT, continued employment with LCRD will be contingent upon the driver entering into a "last chance" agreement under the following circumstances related to substance use/abuse:

- a covered driver seeks assistance with a drug or alcohol dependency problem BEFORE recognition under this Policy;
- a covered driver has ;a verified positive drug test and his/her performance record and other job-related factors merit continued consideration for employment; or
- a covered driver exhibits prohibited alcohol-related conduct and his/her performance record and other job-related factors merit continued consideration for employment.

Under the terms of a "last chance" agreement, the driver is suspended without pay, and is referred to a certified Substance Abuse Professional for evaluation. If the Substance Abuse Professional advises that the employee requires assistance with his/her alcohol misuse or substance abuse problem, LCRD will require the driver to follow the Professional's treatment or rehabilitation recommendations as a condition for return to duty and continuing employment. Ordinarily, whether or not assistance is required, the driver must agree to undergo a follow-up testing program after return to work in addition to the FHWA-required random testing program.

## **RETURN TO DUTY PROCEDURES**

The Federal Highway Administration's return to duty and follow-up testing requirements are given in Appendix E. LCRD will follow these procedures after a driver who meets conditions for continuing employment has signed a "last chance" agreement.

## **RECORDKEEPING PROCEDURES**

The LCRD Antidrug Program Manager will maintain drug testing records in a secure filing system, separate from personnel files, with information available only on a "need to know" basis.

A driver is entitled, upon written request, to obtain copies of any records concerning his or her use of alcohol or controlled substances. Requests for such information may be directed to the Antidrug Program Manager or to LCRD's drug testing management *service* (see Appendix D).

Information regarding an individual's drug test results or rehabilitation may be released only upon written consent of the individual, except:

1. Such information must be released to the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the employer or any of its drivers.
2. Such information may be disclosed in a lawsuit, grievance, or other proceeding initiated by or on behalf of the covered driver and arising from an alcohol test and/or a verified positive drug test or from a determination that the driver engaged in conduct prohibited by FHWA regulations.

3. When requested by the National Transportation Safety Board as part of an accident investigation, LCRD will disclose information regarding post-accident alcohol and/or drug testing.

LCRD will release information regarding a covered driver's records to a subsequent employer upon receipt of a specific written request authorizing release of the records to an identified person.

### **Record Retention**

The following schedule of recordkeeping will be maintained by LCRD and its authorized agents:

Negative and canceled drug test records; records of alcohol test results less than 0.02	1 year
Specimen collection/alcohol test records; records of supervisor training	2 years
Records of verified positive drug test results; alcohol test results of 0.02 or greater; refusals to be tested for drugs and/or alcohol; SAP evaluations and referrals	5 years
Documentation of EBT calibration	5 years
Calendar year record of total number of employees tested and the results of tests	5 years

### **INFORMATIONAL RESOURCES**

Information on this Policy and associated procedures is available during business hours from:

Linn County Roadmaster or Designee  
(541) 967-3919

Questions may also be addressed directly to LCRD's drug testing management service (see Appendix D).

## APPENDIX A

### DEFINITIONS OF TERMS

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

**Accident:** A "reportable accident" is an accident involving a LCRD motor vehicle. Covered drivers must undergo drug testing and breath alcohol testing as soon as possible after a reportable accident (see pages 5-6). The Antidrug Program Manager will be responsible for determining whether post-accident testing is required under FHWA regulations.

**Alcohol:** Ethyl alcohol or ethanol. Under this Policy, drivers are prohibited from having alcohol in their systems while at work. Under this Policy, breath alcohol tests on covered drivers must show levels below 0.02, or the driver must be removed from duty for a period of 24 hours. Levels of 0.04 or greater are grounds for prompt disciplinary action, up to and including discharge.

**Antidrug Program Manager:** LCRD representative with responsibility for implementing this Policy, communicating with the LCRD drug testing management service, and keeping records according to FHWA requirements.

**Blind sample:** A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is blank, containing no drugs.

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

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

**CFR:** United States Code of Federal Regulations.

**Chain of custody:** Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen.

These procedures shall require that an appropriate drug testing custody form from a Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA)-certified laboratory be used from time of collection to receipt by the laboratory.

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

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

**Confirmation test**

**Confirmatory drug test:** A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Under DOT drug testing procedures, gas chromatography/mass spectrometry (GC-MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

**Confirmatory alcohol test:** A second breath test to confirm the presence of prohibited levels of alcohol. Confirmation tests follow a "deprivation period" of 15 minutes in which the tested individual is instructed not to smoke, eat, drink, or to the extent possible belch, to prevent interference by mouth alcohol in the testing procedure.

**Consortium:** A group of individuals or organizations which pool their resources for a common purpose. Under this Policy, random selection of drivers for drug and alcohol testing is performed through a Vehicle Operators' Consortium.

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

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

**Covered function:** A function performed by a LCRD motor vehicle operator while s/he is "on duty." Among these functions, as described in 49 CFR 395.2, are driving, loading and unloading a LCRD motor vehicle, and giving samples for required drug and alcohol testing.

**DOT:** United States Department of Transportation

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

**Initial or screening test:** An immunoassay screen to eliminate "negative" urine specimens from further consideration.

**LCRD:** Linn County Road Department

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

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

**NIDA:** National Institute on Drug Abuse. Formerly the agency under the U.S. Department of Health and Human Services responsible for certifying laboratories to perform federal workplace drug testing. This function is now performed by the Substance Abuse and Mental Health Services Administration (SAMHSA).

**Positive drug test:** A urine drug test result which indicates the presence of controlled substances beyond the cut-off levels specified by SAMHSA.

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

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

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

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

**Reasonable suspicion:** Observations of an employee's condition or performance that indicate possible drug or alcohol use. Examples include deteriorating work performance, poor attendance, tardiness, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee.

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

**SAMHSA:** Substance Abuse and Mental Health Services Administration, a division of the U.S. Department of Health and Human Services (DHHS) which is responsible for certifying laboratories to perform federal workplace drug testing. Formerly National Institute on Drug Abuse (NIDA).

**Screening or initial test:** An immunoassay screen to eliminate "negative" urine specimens from further consideration.

**Split specimen collection procedure:** A collection procedure in which a urine specimen is divided or "split" between two shipping bottles, both of which are transported to the testing laboratory. If the results of the initial screening and confirmation tests of the "primary" specimen are positive, the "split" specimen may be tested at another qualified laboratory at the expense of the tested individual.

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

- licensed physicians (Medical Doctors or Doctors of Osteopathy) or
- licensed or certified psychologists, social workers, employee assistance professionals, or addiction counselors (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission)

with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

Under this Policy, the Antidrug Program Manager must inform employees or applicants who are found to have violated the alcohol prohibitions or who have had verified positive drug tests of the qualified Substance Abuse Professional(s) in the local area.

## APPENDIX B

### DRUG TESTING SPECIMEN COLLECTION PROCEDURES

Under this Policy, drug testing specimens will be collected according to federal workplace drug testing requirements (49 CFR Part 40). The following is a brief summary of the collection procedure. Further details are available from the LCRD drug testing management service (see Appendix D).

1. Ask donor for a photo I.D.
2. Fill out the chain of custody form completely. Step 5 must be SIGNED and dated by the COLLECTOR. Step 6 is to be printed, dated and signed by the COLLECTOR in TWO places. **THE DONOR DOES NOT SIGN.**
3. Have donor remove all outer garments and leave purses, briefcases. etc, in a secure location.
4. Select a CORNING Nichols Institute DOT/SPLIT collection kit. The kit contains 1 collection cup and 2 specimen shipping bottles.
5. Have donor wash hands prior to collection. Give the collection cup to the donor and ask him/her to fill it AT LEAST half-way (to the 60 mL mark).
6. Stand outside the restroom while donor voids. DATE **BOTH** tamperproof bottle seals (found at the side of the chain of custody form).
7. As soon as the donor gives you the collection cup, pour at least 30 mL of urine into one of the shipping bottles. This will be the "primary specimen." Then, pour the rest of the urine into the second bottle. This will be the "split specimen." Be sure to have the donor watch as you pour the specimen into the two shipping bottles.
8. As soon as possible, check temperature strip on the side of the primary specimen bottle and record on chain of custody form. Visually check specimen for signs of contamination (discoloration, precipitation, etc.). If you suspect that the specimen has been substituted, call the drug testing management service immediately.
9. **SEAL BOTH SPECIMENS.** Be certain to place the tamperproof ID seal marked "A" over the lid of the primary specimen containing at least 30 mL urine. The seal marked "B" must go over the lid of the "split" specimen containing at least 15 mL urine.
10. Have **DONOR** initial both tamperproof ID seals in the spaces provided.
11. Place Copies 1, 2 and 3 in the outer pouch of the shipping bag; seal. Place shipping bottles in shipping bag with the absorbent; seal. Place shipping bag with paperwork and bottles in collection kit box; seal with box Security Seal. Apply specimen ID label to lid of box.
12. Have donor sign Copy 4. Give copy 5 to donor. Please mail pink "MEDICAL REVIEW OFFICER" copy (Copy 4) to the drug testing management service in the envelope provided.
13. Call *AIRBORNE EXPRESS* for delivery to:  
Quest Diagnostics  
7600 Tyrone Av  
Van Nuys, CA 91405

If you have any questions or need to order more kits, please call **ChoicePoint** at (800) 992-2627.

## APPENDIX C

### BREATH ALCOHOL TESTING PROCEDURES

Under this Policy, breath alcohol testing will be performed according to federal workplace alcohol testing requirements (49 CFR Part 40). The following is a brief summary of the breath testing procedure.

- A. **Timing of Breath Alcohol Tests:** Alcohol testing may occur any time a covered driver is on duty (see Appendix A for definitions of these terms). Testing will also be performed as part of the application process; applicants will be given adequate notice of this requirement prior to testing. Testing will occur at breath testing sites designated by the LCRD drug testing management service (see Appendix D).
- B. **Scope of Breath Alcohol Tests**
  - 1. Breath alcohol testing procedures will conform to federal workplace alcohol testing requirements (49 CFR Part 40).
  - 2. Testing will be performed only by qualified Breath Alcohol Technicians (see Appendix A, "Glossary of Terms") using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.
  - 3. Testing locations will afford visual and aural privacy to the employee being tested, and unauthorized persons will be excluded from the testing area. Under post-accident conditions, privacy will be provided to the greatest extent practicable.
- C. **Employee Signatures Required:** Employees will be required to sign the Breath Alcohol Test Form prior to and following the completion of the alcohol test. Refusal to sign Step 2 of the Form will be considered refusal to test.
- D. **Screening Alcohol Test**
  - 1. The Breath Alcohol Technician (BAT) will show the employee the test number associated with his or her test on the display of the Evidential Breath Testing device (EBT) prior to performing the test. (The BAT will also show the employee the test result on the EBT display after the test.) The BAT will follow DOT requirements (49 CFR Part 40) in handling any discrepancies between the displayed and printed test information.
  - 2. Each breath test will be conducted with a new, individually-sealed mouthpiece. The employee will be instructed to take a deep breath and to blow into the mouthpiece of the EBT until the BAT says to stop.
  - 3. The test result will be printed on, or attached to the back of, the Alcohol Test Form.

4. If the employee is unable after repeated attempts to provide an adequate breath sample, the BAT will document his or her efforts to conduct the test and notify the Antidrug Program Manager or his designated representative by telephone.
5. If the screening alcohol test result is less than 0.02, no further testing will be conducted. The result will be reported to the Antidrug Program Manager by copy of the Breath Alcohol Test Form.
6. Any screening alcohol test with a result of 0.02 or above will be confirmed by a confirmatory breath test.

E. Confirmatory Test

1. The BAT will instruct the individual being tested not to smoke, use mouthwash, drink, eat, or otherwise put any object or substance in his or her mouth for a period of 15 minutes.
2. Within 30 minutes of the completion of the screening test, the BAT will conduct a confirmatory breath test in the same manner as described above ("Screening Test"), except that an "air blank" must be conducted prior to the test. The result will be printed on, or attached to the back of, the Alcohol Test Form. '
3. If the confirmatory alcohol test result is less than 0.02, no further testing will be conducted. The test results will be reported to the Antidrug Program Manager by copy of the Breath Alcohol Test Form.
4. If the confirmatory alcohol test result is 0.02 or greater, the BAT will immediately notify the Plan Antidrug Program Manager or his designated representative by telephone. A copy of the Alcohol Test Form will then be forwarded to the Antidrug Program Manager.

Results Reporting: All test results will be transmitted in a confidential manner, with safeguards to prevent the disclosure of information to unauthorized persons.

Further details concerning the procedures for performing breath alcohol testing are available from the drug testing management service and/or the Antidrug Program Manager (see Appendix A and Appendix D).

**APPENDIX D**

**SERVICE PROVIDERS**

**DRUG AND ALCOHOL TESTING MANAGEMENT SERVICE**

Linn County Road Department's drug testing management service is:

ChoicePoint  
1415 Donelson Pike  
Nashville, TN 37217  
Tel: (800) 992-2672

This organization is responsible for overseeing compliance of agents of LCRD with federal regulations, including interacting with specimen collection and alcohol testing agents, designated drug testing laboratories and Medical Review Officers. It also performs random selections, submits blind specimens on behalf of LCRD and maintains records as required by federal regulations.

**MEDICAL REVIEW OFFICERS (MROs)**

Contracted by ChoicePoint

The MROs may be reached through ChoicePoint at the toll-free number shown above.

**SAMHSA-CERTIFIED LABORATORIES**

LCRD's primary laboratories for drug testing are:

Quest Diagnostics  
7600 Tyrone Av  
Van Nuys, CA 91495

If drug testing is required in remote geographic locations, other laboratories certified by the Substance Abuse and Mental Health Services (SAMHSA) (formerly "NIDA") may be *used*

Covered drivers may specify the SAMHSA-certified laboratory to which a "split" portion of their urine specimen should be sent; the drug testing management service will provide relevant informational assistance upon request.

## **SUBSTANCE ABUSE PROFESSIONALS**

LCRD will use the services of Substance Abuse Professionals who meet U.S. Department of Transportation requirements for education/certification and absence of financial benefit from referral for treatment. The following providers are qualified to make recommendations for an individual's return to duty as an operator of a LCRD motor vehicle.

Access Employee Assistance Program

Calapooia Employee Assistance Program

Other qualified Substance Abuse Professionals who meet U.S. Department of Transportation requirements for education/certification and absence of financial benefit from referral for treatment may be used as necessary (e.g. due to applicant/employee's geographic location).

Employees who violate the prohibitions of this Policy will be given the above list to enable them to re-qualify for operation of a LCRD motor vehicle under Federal Highway Administration regulations.

## APPENDIX E

### FEDERAL HIGHWAY ADMINISTRATION RETURN TO DUTY PROCEDURES

Under 49 CFR Part 382, "Controlled Substances & Alcohol Use and Testing," the following return to duty procedures apply to drivers of commercial motor vehicles:

1. Covered drivers who have had **alcohol test results of 0.04 or greater** must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A "return to duty" alcohol test with a result less than 0.02 is required prior to resumption of safety-sensitive or covered driving functions.
2. Covered drivers who have had **verified positive drug tests** must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional if appropriate. A negative "return to duty" drug test is required prior to resumption of safety-sensitive or covered driving functions.
3. Covered drivers may be subject to periodic unannounced follow-up alcohol and/or drug testing as determined by the Substance Abuse Professional who evaluated the employee and/or by the MRO. If the driver was found to need assistance in resolving his or her alcohol misuse or drug abuse problem, a minimum of six (6) such follow-up tests must be conducted during the twelve (12) months following the driver's return to duty. Follow up testing may continue for no longer than sixty months following return to duty.

**APPENDIX F**

**LAST CHANCE AGREEMENT**

Between

**LINN COUNTY ROAD DEPARTMENT**

and

\_\_\_\_\_  
(Employee Name)

Linn County Road Department has instituted a Drug and Alcohol Testing Policy consistent with United States Department of Transportation (US DOT) regulations (49 CFR 382.101 to 382.61 1). Under that policy as set forth in outline form in Exhibit 1:

- A urine specimen was collected from you on \_\_\_\_\_ for the purpose of a drug abuse screen. The specimen tested **POSITIVE** by gas chromatography-mass spectrometry for metabolites of the following drug(s):

\_\_\_\_\_  
Based upon the test results, you were given an opportunity to speak with a Medical Review Officer(MRO), who verified that there was no valid medical explanation for the presence of the controlled substance(s) in your system; OR

- You otherwise violated the Drug and Alcohol Testing Policy as follows:

\_\_\_\_\_  
In view of these circumstances and in accordance with its policy , Linn County Road Department will take the following action and you agree to and fully comply with the following requirements:

- 1. Operations in safety-sensitive duties.** You are hereby notified that you are considered to be not medically qualified to operate a commercial motor vehicle for Linn County Road Department.
- 2. Work status.** You are hereby placed on suspension without pay until the results of the assessment required in section 3 are submitted to Linn County.
- 3. Preliminary terms for consideration for continued employment.** Linn County Road Department believes that you should be considered for continued employment provided you agree, to and comply with the following terms:

- a. **Substance abuse assessment.** You shall meet with a Substance Abuse Professional (counselor), as defined in US DOT regulations, for a substance abuse assessment in compliance with this subsection.
  - i. Within 24 hours of executing this agreement, you shall schedule an appointment for assessment by calling \_\_\_\_\_ a licensed LCSW, recommended by Linn County Employee Assistance Program (EAP) for \_\_\_\_\_ assessment. \_\_\_\_\_ If unavailable, Linn County Road Department will assist you as needed in locating another qualified evaluator. The cost of the assessment is your responsibility.
  - ii. You shall authorize the counselor to release information concerning the assessment and treatment recommendations to an authorized representative of Linn County Road Department
  - iii. The substance abuse professional (counselor) will determine whether you need assistance in resolving your alcohol misuse or drug abuse problem.
- b. **Substance abuse assistance program.** If, based upon the assessment, it is determined that you need professional assistance with your problems with drugs and/or alcohol, a substance abuse assistance treatment program may be required.
  - i. It is your responsibility to find and enroll in a program that complies with the substance abuse professional's recommendation.
  - ii. You will be required to authorize your treatment professional(s) to communicate with Linn County Road Department regarding your progress.
  - iii. The cost of the substance abuse assistance program is your responsibility.
  - iv. You may use unused sick time and vacation time to complete an in-residence substance abuse assistance program so long as you are in attendance in an in-residence program. You may use unused vacation time to attend an assistance program recommended by the counselor and offered during work hours when not in an in-residence program.
- c. **Re-evaluation.** You will be re-evaluated by a substance abuse professional upon completion of the recommended assistance program.
  - i. The cost of the return-to-duty assessment is your responsibility
  - ii. The substance abuse professional will determine a schedule of follow-up testing. At least six follow-up tests are required during the year following return to duty under Federal Highway Administration drug and alcohol testing regulations.
  - iii. Linn County Road Department will determine the timing of required follow-up tests. The cost of follow-up testing is your responsibility. Linn County Road Department will request separate authorization to deduct the cost of follow-up testing from your paycheck.

- 4. Return to work and terms for continued employment.** In order to work with Linn County Road Department, you must:
- a. Whether or not treatment has been necessary, prior to returning to work, submit a urine specimen which tests negative for prohibited substances. The cost of this return-to-duty test is your responsibility.
  - b. Agree to and undergo and pass all follow-up drug and/or alcohol testing ordered by the Linn County Road Department in accordance with the Substance Abuse Professional's recommendation.
    - i. If a need for assistance was not determined by the substance abuse professional, this testing will occur UNDER AUTHORITY INDEPENDENT OF THE FEDERAL HIGHWAY ADMINISTRATION.
    - ii. The cost of all follow-up testing is your responsibility. Linn County Road Department will request separate authorization to deduct the cost of follow-up testing from your paycheck.
  - c. If, at any time during the follow-up testing required by this section, you should test positive for any prohibited substance or demonstrate prohibited alcohol-related conduct, your employment will be automatically and promptly terminated.
5. All terms of this agreement, and all test results, will be held in confidence by Linn County Road Department

\_\_\_\_\_  
Linn County Roadmaster

\_\_\_\_\_  
Date

I understand the terms of this agreement and I agree to abide by each term as set out above. I specifically understand and agree that continued employment with Linn County is subject to complying with all the terms of this LAST CHANCE AGREEMENT.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date



## **MANDATORY REQUIREMENTS FOR EQUIPMENT TRAINING**

Certification of trained individual is at the request of Division Supervisor with the following general and specific tasks completed or mastered.

1. Employee shall understand all Linn County work rules, safety rules, and OSHA rules that apply to the specific piece of equipment.
2. The Employee shall demonstrate the ability to perform operator maintenance on the equipment.
3. The Employee shall follow all DMV rules, obtain required licenses and monitor legal weight standards as applicable.
4. The Employee shall demonstrate an understanding of the concept of Grades, including slopes, and be able to set up equipment necessary to maintain grade control.

Specific Requirements:

### **BACKHOE OPERATOR**

1. Able to operate the machine without damaging the road or existing utilities.
2. Able to excavate to desired grade in a proficient manner.
3. Able to properly load truck.
4. Have complete control of backhoe while placing culvert (while other personnel are working in the area).
5. Able to load and secure equipment for transport to and from the job site.
6. Able to utilize front loader for loading, spreading, and grading.
7. Demonstrate the ability to exercise working supervision per the requirements of the job classification/description.

### **HYDRAULIC EXCAVATOR OPERATOR**

1. Able to operate the machine without damaging the road or existing utilities.
2. Able to excavate to desired grade in a proficient manner.
3. Have complete control of the excavator while placing culvert, loading brush, and other excavated materials.
4. Able to load and secure equipment for transport to and from the job site.
5. Demonstrate the ability to exercise working supervision per the requirements of the job classification/description.

LOADER OPERATOR (LARGER THAN 2 ½ CY)

1. Able to operate scales and load the correct amount of material.
2. Able to keep stockpile area even and clean.
3. Able to load trucks and move material in a proficient manner.

TANDEM AXEL DUMP TRUCK

1. Able to spread/dump construction materials properly.
2. Able to properly inspect vehicle and fill out daily inspection forms.
3. Able to properly load and secure construction equipment and materials.

TRACTOR TRAILER COMBINATIONS (BELLY DUMP AND LOW BOY)

1. Able to spread/dump construction materials properly.
2. Able to properly inspect vehicle and fill out daily inspection forms.
3. Able to properly load and secure construction equipment and materials.

DOZER OPERATOR

1. Able to level and spread construction materials proficiently.
2. Able to work safely within the limitations of equipment.
3. Able to work to desired grade in a proficient manner.

GRADER/FINISH GRADER OPERATOR

1. Able to grade gravel roads, maintaining crown, spreading material evenly across road.
2. Able to blade shoulders.
3. Able to blade snow and operate safely and proficiently in poor weather conditions.
4. Finish Grader Operator is able to finish to grade stakes.
5. Demonstrate the ability to exercise working supervision per the requirements of the job classification/description.

PITMAN OPERATOR

1. Understands hand signals and is able to give and receive them.
2. Able to recognize unique environmental factors in the work zone (power lines, soft shoulders, trees, and other obstacles) and mitigate the effects.
3. Able to set up equipment. (rigging Pitman, and rigging loads).
4. Able to operate machine proficiently.
5. Able to obtain crane certification.
6. Demonstrate the ability to exercise working supervision per the requirements of the job classification/description.

HEAVY ROLLER OPERATOR/PNEUMATIC ROLLER

1. Understands compaction theory.
2. Knows what to look for in over rolling of base and asphalt.
3. Understands when and when not to use vibration.
4. Able to operate pneumatic roller during in chip seal operations.
5. Able to compact newly based roads and shoulders

CHIP SPREADER OPERATOR

1. Able to calculate and monitor proper chip volumes for various applications.
2. Able to efficiently spread chips at cul-de-sacs, around mailboxes, and at intersections.
3. Maintains proper distance behind distributor while maintaining straight line.
4. Able to direct and instruct those involved in chip spreading operations including chip spreader assistant, truck drivers, roller operators and personnel involved with other support operations.

ASPHALT PULL BOX OPERATOR

1. Able to set machine up and spread asphalt proficiently to a predetermined depth.
2. Able to calculate the volume of material needed.
3. Able to direct truck via hand signals and maintain straight edges.
4. Able to operate heating functions of equipment to maintaining proper screed temperature.

## **MECHANIC APPRENTICESHIP TRAINING PROGRAM FOR AUTOMOTIVE SERVICE WORKERS**

### Minimum Enrollment Criteria – Level 1

ASE Certification in any two of the following areas:

- Auto Repair
- T-3 Drive Train (Medium/Heavy duty trucks)
- Suspension and steering
- T-4 Brakes (Medium/Heavy duty trucks)
- Electrical/Electronic systems
- Engine Performance

Employee enrolled at Level 1 will receive an additional pay of \$0.30 per hour above their regular pay range and step . Pay will be for all hours worked regardless of duties performed. Employee will be given opportunities to train with Mechanics and work without direct supervision in areas of demonstrated proficiency. Employee is responsible for tracking his/her training and Mechanic classification work. Employee should have the Shop Supervisor initial training record on a weekly basis. Employee must progress to next level within 24 months to maintain enrollment.

### Minimum Criteria – Level 2

One year of experience at Level 1 and ASE certification in one additional area. Demonstration of a reasonable amount of experience gained through training at previous level and recommendation of Roadmaster or designated representative. Employees enrolled in the Apprenticeship Training Program will be reimbursed for the cost of ASE Certification tests passed, provided that advance notice is given to the Roadmaster in writing. Employee enrolled at Level 2 will receive an additional pay of \$0.60 per hour above their regular pay range and step. Pay will be for all hours worked regardless of duties performed. Employee will be given opportunities to train with Mechanics and work without direct supervision in areas of demonstrated proficiency. Employee is responsible for tracking his/her training and Mechanic classification work. Employee should have the Shop Supervisor initial training record on a weekly basis. Employee must progress to next level within 24 months to maintain enrollment.

### Minimum Criteria – Level 3

One year experience at Level 2 and ASE certification in one additional area. Demonstration of a reasonable amount of experience gained through training at previous level and recommendation of Roadmaster or designated representative. Employees enrolled in the Apprenticeship Training Program will be reimbursed for the cost of ASE Certifications tests passed, provided that advance notice is given to the Roadmaster in writing. Employee at Level 3 will receive an additional pay of \$0.90 per hour above their regular pay range and step. Pay will be for all hours worked regardless of duties performed. Employee will be given opportunities to train with Mechanics and work without direct supervision in areas of demonstrated proficiency.

At this point employees may remain in the Apprenticeship Program and continue to work on ASE Certification and Mechanic Classification. Documentation of training is not required but may be performed at the employee's option.

The Service Worker enrolled at Level 3 may be considered for the next available Mechanic position.