

AGREEMENT
BETWEEN
KLAMATH COUNTY
THE KLAMATH COUNTY SERGEANTS ASSOCIATION
AND
TEAMSTERS LOCAL UNION NO. 223

July 1, 2015

To

June 30, 2018

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PREAMBLE

THIS AGREEMENT is entered into by the Board of Commissioners for Klamath County, Oregon, (hereinafter referred to as the "County"), the Klamath County Sheriff, (hereinafter referred to as the "Sheriff"), and the Sergeants Association (hereinafter referred to as "Association") and Teamsters Local Union #223 (hereinafter referred to as "Union"). As used in this Agreement, "Office" refers to the Klamath County Sheriff's Office.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other condition of employment and to establish a procedure for the resolution of disputes which arise under the Administration of this Agreement. It is understood and agreed that there is a division of responsibility between the County, and the Sheriff in the establishment of wages and benefits and operation of the Oregon Revised Statutes and the Constitution of the State of Oregon. Compliance with the following Articles or portions thereof, is the responsibility of the County or the Sheriff in accordance with their responsibilities and prerogatives under law.

ARTICLE 1 - RECOGNITION

Section 1.1 - Recognition. The County recognizes the Sergeants Association as an exclusive bargaining group for all regular full-time Sergeants employed in the position of Sergeant in the Sheriff's office.

For the purposes of the agreement, a regular full-time Sergeant is one who is hired into, appointed to, or currently occupies a position that is authorized, budgeted, and designated a regular full-time position. Reserve Officers and other Sheriff's auxiliary personnel; assigned or employed in accordance with Article 27, relating to reserves, are excluded from the bargaining unit.

SECTION 2 - RELATIVE RIGHTS

Section 2.1 - Management Rights. The Sheriff and the County shall retain all the customary, usual, and exclusive rights, functions and authority connected with its responsibility to manage the affairs of the County and the Sheriff's Office including, but not limited to, the right:

1. To determine the specific programs and services offered by the County, and the methods, means and facilities by which they shall be effectuated.
2. To determine the nature and qualifications of the work force, to introduce and assign duties and equipment, to direct and evaluate the employees in the performance of their work assignments.
3. To promote, lay-off and to discipline, demote and discharge employees for just cause, and to discharge probationary employees at will.

Section 2.2 Employee Rights. The rights of the employees and the Sergeant are limited to those set forth in this Agreement and as otherwise provided by law.

Section 2.3 Responsibilities Conferred by Law. The Sergeants recognize the Sheriff's and the Board of County Commissioners' constitutional and statutory responsibilities provided for under Oregon law. This Agreement does not diminish the Sheriff's responsibilities to act to meet the law enforcement needs of the County on a day to day basis. The parties recognize that the responsibilities of the Sheriff for the management of the Sheriff's Office are functions to be exercised exclusively by the Sheriff within the fiscal constraints imposed by the Board of County Commissioners.

Section 2.4 - Past Practices. The parties recognize the Sheriff's full right to direct the work force and to issue rules, regulations and procedures. These rights are diminished only by the law and this Agreement, including interpretative decisions. The Sheriff and the County are not limited, confined, or restricted by past practice, rule custom, or regulation in making changes in policies, procedures, rules, and regulations to carry out the mission of the Office.

Section 2.5 - Subcontracting. The County agrees it will not subcontract work currently performed by members of the Sergeants Association without giving the Association reasonable notice to bargain the impact of such subcontracting as applicable.

Section 2.6 - Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the County and the Sergeants have met in full and free discussion concerning matters in "employment reactions" as defined by ORS 243.650(7). This contract incorporates the sole and complete agreement between the County and the Sergeants resulting from these negotiations. The parties agree that neither has any further obligation during the term of this Agreement to bargain wages, hours or working conditions provided that the parties recognize that nothing in this Agreement affects the Sergeants' right to bargain over changes in mandatory subjects of bargaining as provided by State law.

ARTICLE 3 - ORDERS AND REGULATIONS

Section 3.1 - General Orders and Rules and Regulations Provided. The County agrees to post and circulate to each employee of the Sergeants unit a copy of the current general orders and rules and regulations of the office and revisions thereof. New employees shall be furnished these documents as soon as possible after being hired. The Office agrees to negotiate, as required by State law, with the Sergeants concerning the impacts of any change in the general orders, rules, regulations, and policies of the Office that affects the wages and hours.

Section 3.2 - Compliance. Upon receipt and after review, employees will acknowledge in writing that they have received a copy of and have read and understood the general orders, rules, regulations and policies of the Office, and that they shall comply with them and the terms of this Agreement. Employees are responsible for keeping abreast changes, modifications, additions and deletions to rules, regulations, policies and general orders provided by the Sheriff. Each employee shall update and keep current the collection of orders, regulations and policies furnished by the Office.

Section 3.3 - Posting and Notice. The County shall furnish each affected employee a written memorandum of personal orders. Special orders of a temporary duration shall be posted on the Office bulletin board. Standard operating procedures and general orders of a more permanent character shall be copied to each employee, in addition to being posted on the Office bulletin board.

Section 3.4 - Agreement Copies. The Sergeants are solely responsible to its members for the distribution of this Agreement and the Sheriff shall furnish copies to non-represented employees and County officers and officials throughout the term of this Agreement.

ARTICLE 4 - COUNTY AND SERGEANTS' SECURITY

Section 4.1 - No Strike Provision. The Sergeants recognize the detriment and disservice caused the citizens for which they serve by striking and agrees that during the life of this Agreement, the Sergeants shall not engage in, initiate, sponsor or direct a strike, secondary boycott, picket, "blue-flu", work slowdown, work stoppage, or work speedup for the purpose of inducing, influencing, coercing a change in the conditions or compensations, or the rights, privileges or obligations of their employment.

Section 4.2 - Picket Lines. The Sergeants, while acting in the course of their employment, shall not honor any picket line.

Section 4.3 - Sergeants Cooperation and Control. In the event of a violation of this Article and notification of such by the County, the Sergeants shall immediately notify and instruct employees in the Sergeants unit orally and in writing that such action is a violation of this Article and that they are to return to normal service immediately. The Sergeants shall take other affirmative steps, as required in good faith cooperation with the Sheriff, to bring about a stoppage of such violation. The Sheriff shall have the right to discipline any member of the Sergeants unit found in violation of this Article, including discharge, and such discipline shall not preclude or restrict the County's recourse to any other available remedies including an action for injunction or damages. However, this agreement shall not be construed to create any cause of action against the Sergeants for damages incurred as a result of a violation of this Article.

Section 4.4 - No Lock-out Provision. There will be no lock-out of employees in the unit by the County as a consequence of any dispute arising during the life and duration of this Agreement.

ARTICLE 5 - CHECK-OFF

Section 5.1 - Dues Deduction. The County, when so authorized and directed in writing by a member of the Sergeants unit on the authorization form provided by the County, will deduct regular monthly Union dues from wages of such employee. Such dues will be forwarded to the Union prior to the 10th day of the month. Any authorization for payroll deductions of dues may be canceled by the employee upon written notice to the County prior to the 15th day of each month, to be effective on the first day of the following month. The County will not be held liable for check-off errors, but will make proper adjustments for errors as soon as is practicable.

Section 5.2 - In-Lieu-of-Dues Deductions. The parties recognize that the Association represents every member of the Sergeants unit, thereby making each member the recipient of the Union's collective bargaining representation. Any employee who, thirty (30) days after his/her date of hire or certification of the Association, is not a member of the Union and chooses to remain a non-member shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per bargaining unit member shall be fixed proportionately at the amount of dues uniformly required of each member of the bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Such amount shall be deducted monthly, upon receipt of appropriate authorization, from the compensation of each non-member and remitted to the Union prior to the 10th of the month. Such authorized deduction for this fair share contribution is to be considered a condition of continued employment absent action pursuant under Oregon Administrative Rule 115-030-0000.

Section 5.3 - Religious Objections. Any individual employee who objects to a payment-in-lieu-of-dues on a bona fide religious tenets or teaching of a church or religious body of which such employee is a member shall inform the County and the Sergeant's representative of the objection. The employee will meet with the representative of the Sergeants and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular membership dues, initiation fees, and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Sergeants representative. Each month, and prior to the 10th of the month, the employee shall furnish written proof to the County and the Union that such has been accomplished, as appropriate.

Section 5.4 - Indemnification. The Sergeants will indemnify, defend, and hold the County harmless from all suits, actions, proceedings, and claims against the County or persons compensation, reinstatement or combination thereof arising from the sole application of this Article. In the event that any part of this Article shall be declared invalid or that the monthly service fee shall be ordered reimbursed to any non-member, the Sergeants shall be solely responsible for such reimbursement.

ARTICLE 6 - NON DISCRIMINATION

Section 6.1 - Employee Rights. Employees shall have the right to join and participate in the activities of the Sergeants unit for the purpose of representation in matters of employee relations. Employees shall have the right to refuse to join or participate in activities of the Sergeants unit. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

Section 6.2 - Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the unit without discrimination as to marital status, sex, race, color, creed, religion, national origin, union affiliation, political affiliation, or handicap. Any claim that may be subject to review by EEOC or other regulatory agency shall not be arbitrable.

ARTICLE 7 - CONTRACT NEGOTIATIONS & RIGHTS OF ACCESS

Section 7.1 - Contract Negotiations. Should negotiating sessions with the County be scheduled during duty hours, up to two members of the Association's team, but not to exceed one-third of the Association membership, shall be permitted to attend negotiations on duty without loss of pay subject to the bargaining team's primary responsibility to respond to necessary service requirements during bargaining. Not more than (1) employee shall be drawn from any single operating division of the office. Employees shall not receive compensation for the time spent negotiating outside their scheduled shift. The date, time and place for negotiating sessions shall be established by mutual agreement with the intent to reasonably avoid or minimize paid time for the Association's negotiating team.

Section 7.2 - Right of Access. The designated representative shall have reasonable access to information required for the administration of the Agreement. The Sheriff or the County may require that the Sergeants obtain a release and waiver of confidentiality on a form approved by the Sheriff and the County in appropriate cases.

Section 7.3 - Facilities. The Sheriff or the County shall allow the Sergeants reasonable use, as determined by the Sheriff, of the Office's facilities, including copy machine use with prior approval, meeting rooms, telephones (excluding long-distance use) to conduct Association business consistent with past practice.

Section 7.4 - Bulletin Board. The County agrees to furnish and maintain two (2) suitable bulletin boards, one (1) located in the Sheriff's patrol division office and one (1) located in the jail division, both at locations designated by the Sheriff. The Sergeants may share adequate space on larger bulletin board encompassing materials posted by the Sheriff. The Sergeants shall limit its posting of notices and bulletins to such facilities provided in accordance with this Article. The bulletin boards shall be kept in an orderly and current condition at all times by the Sergeants.

ARTICLE 8 - ASSOCIATION REPRESENTATION

The Association will select not more than one (1) employee and one (1) alternate designated to act in the absence of the selected employee, to act as the Association Representative. The Association will certify the Association Representative who may represent employees to the Sheriff in writing. Duties performed by the Association Representative, except attendance at the meetings with the Sheriff, Supervisory personnel, and aggrieved employees shall not interfere with the Association Representative or other employee's regular work assignments as employees of the County. Except for brief comments or conversations of meetings permitted by this Section, contacts between Association Representatives and employee shall be made outside work hours.

ARTICLE 9 - SENIORITY

Section 9.1 - Seniority Defined. Seniority shall be defined as the length of service by a Sergeant within the Sheriff's Department following his/her most recent date of promotion to Sergeant. After promotion, time spent on military leaves of absence which do not exceed thirty (30) days, authorized leaves with pay, and time lost because of duty-connected disability shall be included in the length of service. The entire period of any leave without pay in excess of sixty (60) calendar days shall apply to calculate seniority. Ties in seniority shall be broken by one of the following methods.

1. By total time in the Sheriff's Department.
2. By lot if individuals have the same hire date within the Sheriff's Department.

Section 9.2 - Seniority List. The County will provide the Association with a copy of the current seniority list.

Section 9.3 - Loss of Seniority. A Sergeant shall lose all seniority in the event of voluntarily quitting or discharge for cause. Upon reinstatement, seniority may be restored by mutual agreement, arbitrated award or judicial order.

Section 9.4 - Seniority Grace Period. If a promotion was taken outside the bargaining unit by a bargaining unit member with a minimum of five (5) years seniority at the time of the promotion, that employee's seniority will be frozen and a grace period equal to the time spent in the bargaining unit will be retained by that employee. That grace period will allow that employee to bump back into the unit and displace the least senior member of the previously held non-probationary classifications. At the end of the grace period, all bargaining unit seniority rights shall be forfeited and the employee cannot thereafter bump back into the bargaining unit.

ARTICLE 10 - HOURS OF WORK

Section 10.1 - Regular Hours. Except in emergencies, or other situations beyond the Sheriff's control, employees shall be scheduled to work a regular shift and each shift shall have regular starting and quitting times (starting and quitting times may vary day to day) and the hours of work shall be consecutive. The Sheriff may establish any regular shift schedule, intended to be of continuing duration, consistent with the terms of the Article. The Sheriff will provide thirty (30) days notice of a change in the regular shift schedule, except when the change is required due to a combination of unforeseen circumstances and operational need, or a training assignment. An emergency situation is defined as any situation reasonably determined by the Sheriff, or his/her designee, to represent an actual or potential risk of property damage or loss or personal injury and that will require more manpower than is scheduled to be available during the foreseeable course of the emergency situation.

Section 10.2 - Meal Periods. Except as required by operational necessity as determined by the Sheriff or his/her designee, Sergeants shall have a thirty (30) minute meal period of duty time as close as reasonably possible to the middle of each shift. These meal periods are compensated as hours of work and an employee shall not be entitled to additional compensation in the event such periods cannot be taken.

Section 10.3 - Rest Periods. Except as required by operational necessity as determined by the Sheriff or his/her designee, Sergeants shall have two (2) fifteen (15) minute rest periods on duty time each scheduled as near as possible to middle of each half shift. Sergeants assigned twelve (12) hour shifts shall be granted three (3) fifteen (15) minute rest periods on duty time. Rest periods are compensated as hours of work and an employee shall not be entitled to additional compensation in the event such periods cannot be taken.

Section 10.4 - Workweek. The regular workweek shall consist of five (5) consecutive eight (8) hour work days followed by two (2) consecutive days of off duty time. The Sheriff may elect a work week based on four (4) ten (10) hour work days followed by three (3) consecutive days of off duty time, or a two-week rotating schedule consisting of three (3) twelve (12) hour work days followed by four (4) consecutive days of off-duty time and (3) twelve (12) hour work days and one (1) eight (8) hour workday followed by three (3) consecutive days of off-duty time.

Section 10.5 - Minimum Off-Duty Time. Except in emergency situations, employees shall be afforded a minimum of eight (8) hours off-duty time between shifts.

ARTICLE 11 - OVERTIME

Section 11.1 - Overtime. Employees shall be compensated at the rate of one and one-half times their hourly rate for overtime work under the following conditions:

- A. All hours in excess of the employee's regularly scheduled work day (8, or 10, or 12 hours).
- B. All hours worked in excess of 40 hours in any one work week for employees working 8 or 10 shifts and in excess of 80 hours in any fourteen-day period for employees working 12-hour shifts.
- C. Overtime shall be computed to the nearest one-fourth (1/4) hour.

Section 11.2 - Overtime Compensation. Overtime shall be paid for hours worked at the rate of one and one-half (1 ½) times the employee's regular rate of pay converted to an hourly base by multiplying the monthly salary times twelve (12) and dividing that sum by 2,080. Employees may elect to accrue compensatory time in lieu of overtime payments in accordance with section 11.3 below.

Section 11.3 - Compensatory Time. Compensatory time will be accrued at the overtime rate and paid at the straight time rate. Earned compensatory time may be taken off with the Sheriff's or his/her designee's approval. Employees may accumulate up to one hundred (100) hours of compensatory time. Upon termination of employment or death of the employee, accrued compensatory time will be paid to the employee or heirs, whichever the case may be, at the final regular rate earned by the employee.

Section 11.4 - Duty and Court Call Back. Employees called back to work shall receive overtime pay for the work for which they were called back and, if called back, shall be entitled with not less than three (3) hours at time and one and one-half times the employee's regular rate of pay converted to an hourly base by multiplying the monthly salary times twelve (12) and dividing that sum by 2,080. This section applies only when call back results in hours worked which are not annexed consecutively as hold-over or early call-out to one end or the other of the work shift. If at the end of the shift the employee has departed the County's premises for more than one (1) hour before being called back, the same shall not be considered a hold over time, but shall be compensated as call back under this section. An employee shall be entitled to a minimum of one hours pay at time and one-half for a mandatory department meeting or training session. This provision shall not apply to DMV telephonic hearings performed outside of the workplace, which shall be paid for actual time worked with a minimum of one (1) hour pay.

Section 11.5 – Scheduled Overtime Minimum. If an employee is mandated to attend a department or police function (including training, meetings, shoots, etc.) the employee will receive a minimum of one hour pay at the overtime rate, provided the Sheriff has given at least ten (10) days notice, except in emergencies as defined in Section 10.1

Section 11.6 – On Call Pay. The Sheriff or his designee may request Sergeants to be on call. Sergeants accepting such request to be on call shall be available by cellular phone, be within a thirty-minute response to their assigned patrol vehicle, and remain fit for duty. Sergeants on call shall be compensated at five (5)% of their hourly rate for each hour so engaged. Sergeants on call who are required to respond back to work shall be compensated additionally as set forth in Section 11.4.

ARTICLE 12 - HOLIDAYS

Section 12.1- Holidays. Each January Sergeants, other than those assigned to Investigations, shall receive twelve (12) days of Holiday Compensation time.

Holiday time off shall be scheduled and/or bid in advance with the approval of the Sheriff or his designee. Upon termination of employment Holiday Compensation shall be prorated at eight (8) hours per month and any hours taken in excess of that amount shall constitute an advance of wages which are subject to deduction from any final wage and benefit payment. The parties recognize the benefits of taking holiday time off throughout the year and that flexibility in scheduling holiday time off is desirable for both the County and the Association. The Sheriff and the Sergeants agree to and shall cooperate in scheduling holiday time off with the intent to schedule twelve (12) holidays off per calendar year, and with the intent to do so in a manner which does not interfere with Sheriff's operations. Approval of the use of vacation or holiday leave shall not be unreasonably withheld provided the Sergeant requests the use of such leave at least seven (7) days in advance. However, leave may be approved with less than a seven (7)-day advanced request at the discretion of the Sheriff or his designee.

If holidays cannot be scheduled and taken off, the County will pay for unused holidays in the year in which the holidays are earned in the month of December. This payment for unused holidays will be available only when the Sheriff and the Sergeant are unable to schedule the holiday off due to the operating needs of the Sheriff's Office. The holiday hours shall be paid at the straight time rate as a cash payment to the employee.

Notwithstanding the language in the above paragraph, employees may choose on an annual basis to cash out up to 16 hours of accrued holiday time in the first pay day of December. Employees must notify the County's payroll clerk of their desire to cash out accrued holiday time no later than November 15th. The cash out will be paid in the form of wages to the employee.

Section 12.2- Investigations Sergeants' Holidays. Sergeants in Investigations will receive the following paid holidays:

New Years' Day
Presidents' Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day
Two (2) Floating Holidays*

* To be scheduled in advance and approved by the Sheriff

Sergeants subject to this section who are required to work on a holiday listed above shall be paid for hours worked on the holiday at two and one-half (2 ½) times the Sergeant's regular rate of pay.

Section 12.3- Weekend Holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on a Sunday, the following Monday shall be considered to be the holiday.

Section 12.4- Holiday- Leave Overlap. When a holiday falls while a Sergeant is on authorized vacation, sick leave, and/or any other paid leave, the holiday will not be charged against holiday leave and an additional holiday may be scheduled off by mutual agreement between the Sergeant and the Sheriff or his designee.

ARTICLE 12A - WORKING OUT OF CLASSIFICATION

Section 12A.1 - Out of Class Pay. Any Sergeant assigned to full duties and responsibilities regularly assigned to an employee of higher classification shall receive a working out of class premium of five percent (5%) for all hours out of classification beginning with the first hour worked.

ARTICLE 13 - VACATIONS

Section 13.1 Vacation Accrual. Sergeants shall accrue vacation time on a monthly basis and shall vest after successful completion of six (6) months of service. Vacation shall accrue on a monthly basis according to the following table:

Years of Service	Vacation Hours per Year	Vacation Hours per month
0-5 Years	96	8
Commencing in 6 th year	120	10
Commencing in 10 th year	156	13
Commencing in 15 th year	180	15
Commencing in 20 th year	204	17

Employees shall accumulate no more than two (2) years of vacation accrual at any one time. Employees who have reached their maximum accrual and have had their requested vacation time off denied by the Sheriff due to the operating needs of the Sheriff's Office shall be compensated for the excess hours at their straight time rate.

Section 13.2 Years of Service. For the purpose of vacation accrual, "years of service" is defined as that service unbroken by separation from County service other than by military, Peace Corps, vacation, sick leave, disability leave or other authorized leave. Employees returning from such leave or employees who were laid off shall be entitled to credit for service prior to and including the leave or lay-off.

Section 13.3 Vacation Scheduling. Sergeants shall be responsible for planning and initiating requests for vacation time and for ensuring their bank has adequate earned leave. Vacation leave may be taken in blocks and shall be bid by seniority and scheduled by mutual agreement between the Sergeant and the Sheriff or his designee based upon the operational needs of the Sheriff's Office as determined by the Sheriff or his designee and vacation availability on the Sheriff's Office vacation calendar. A "block" is at least one shift and not more than three (3) weeks. Changes in the approved seniority-bid vacation schedule shall be by mutual consent between the Sergeant and the Sheriff or his designee.

The vacation bid sheet shall be posted annually December 1st for the subsequent year. Sergeants may bid for desired blocks of vacation during December. All Sergeants shall have the opportunity to bid one block of vacation of consecutive time off in the first round of bidding. After completion of the first round, a second round of bidding shall occur during December for those desiring to participate, and each may bid

another block in this round. Seniority preferences apply only to vacation bids made pursuant to this article in the December bid. After completion of the bids, employees shall be eligible for vacation on a first come/first served basis and vacation requests must be submitted no more than sixty (60) days in advance.

Section 13.4 Vacation Accrual on Termination or Death. After six (6) months service, upon the termination or resignation of any Sergeant for any reason, or in the event of the death of a Sergeant, all accumulated vacation time shall be paid either to the Sergeant or their heirs, whichever the case may be.

Section 13.5 Vacation Accrual and Charges for Ten Hour Employees. In those instances where the ten (10) hour work day applies, vacation accumulation and charges against such accumulations shall be made on a ten (10) hour per day basis.

ARTICLE 14 - ADMINISTRATION OF SALARY PLAN

Section 14.1 - Monthly Salary Schedule. Sergeants shall be paid in accordance with the salary schedule attached as Exhibit A. Step 1 of the SF01 pay range (Exhibit A) shall be modified as needed to consistently maintain a minimum of 5%, over the rate of pay at the top step for employees in the KCPOA Patrol Corporal classification (currently graded PH11), including a maximum of 10% for Certification/Education pay. In addition, a standard increase of 4% shall be maintained between the remaining steps of the SF01 pay range.

Section 14.2- Language Incentive. Sergeants demonstrating fluency in Spanish or sign language shall be compensated an additional 2.5% above their monthly base wage. Bilingual proficiency will be determined by a court interpreter who shall verify fluency in street-Spanish as spoken in Klamath County to an extent which is reliable and admissible in judicial proceedings. The maximum allowable premium pay under Section 14.2 shall be 2.5%.

ARTICLE 15 - TRAVEL

Sergeants shall receive the travel allowances and entitlements provided for in the Klamath County Travel Policy applicable to all County employees. For the term of the Agreement, the County agrees to maintain the allowances and entitlements provided for in the Travel Policy. However, the County's mileage rate for bargaining unit members shall not be less than the IRS rate; mileage reimbursement must be authorized by a supervisor and use of a County vehicle in lieu of a personal vehicle for County travel may be required. Employees shall be allowed to claim the County per diem rate without reference to their expenditure for each meal. The Association will be provided a copy of the County travel policy upon request.

ARTICLE 16 - CLOTHING AND UNIFORM

Section 16.1 - Uniforms Provided. Sergeants required by the Sheriff to wear a uniform shall be furnished three (3) uniforms by the County. The cost of the uniforms, including tailoring, shall be paid by the County as shall necessary replacement or repair.

Section 16.2 - Uniform Maintenance. Sergeants who wear uniforms in the line of duty will be authorized cleaning of uniforms through a contract cleaning vendor in accordance with past practice.

Section 16.3 - Personal Equipment. Personal property limited to necessary leather, weapons, eyeglasses, dentures, watches, handcuffs and other property and equipment approved by the Sheriff, which is damaged or destroyed in the line of duty shall be repaired or replaced at the County's expense. Any restitution received through order of a court or from any other source shall be offset against the repair or replacement costs paid by the County.

Section 16.4 - Sergeants Assigned to Investigations. Sergeants assigned to Investigations shall receive an additional four (4) percent of their monthly base salary as a clothing allowance.

ARTICLE 17 - SICK LEAVE

Section 17.1 - Accrual of Sick Leave. Sergeants covered by this Agreement shall accrue sick leave at the rate of ten (10) hours per month up to a total of seventeen hundred fifty (1750) hours. Newly hired Sergeants (excluding promotions) shall accrue sick leave from the beginning date of employment, but shall not be eligible to use sick leave during the first six (6) months of employment. Sick leave shall neither accrue nor be granted during any period of leave of absence without pay.

Section 17.2 - Allowed Uses of Sick Leave. An employee who is unable to perform his/her duties by reason of personal illness or injury, pregnancy, necessity for medical or dental care, or exposure to contagious disease, may utilize his/her sick leave. If an illness in the employee's immediate family requires attendance of the employee on a given working day, the employee may utilize one (1) day of accrued sick leave to arrange care for the family member.

Section 17.3 - Required Physician's Certificate. A physician's certificate may be required for payment of sick leave in excess of three (3) working days. The County will reimburse for any cost incurred in obtaining a physician's certificate.

Section 17.4 - Definition of Immediate Family. For the purpose of the Article, an employee's "immediate family" is defined to include the employee's spouse, domestic partner, child, step-child, foster child, parent, parent-in-law, or person with whom the Sergeant is or was in a relationship of *in loco parentis* that are permanently residing in the employee's household.

Section 17.5 - Employee Notification of Inability to Work. Any employee who is ill and unable to report to work shall, if reasonably possible, notify their immediate supervisor at least two (2) hours prior to their reporting time. In the case of a continuing illness, the employee shall continue to notify their inability to report to work.

Section 17.6 - Disposition of Accrued Sick Leave. Sick leave is provided by the County in the nature of insurance against lost income due to an employee's injury or illness. No compensation of accrued sick leave shall be provided to any employee upon termination of employment for whatever reason, except upon death, retirement or lay-off after five (5) years of continuous service of which ½ of an employee's accrued, but unused sick leave, up to 850 hours, will be paid to the employee or to his/her beneficiary, as the case may be.

Section 17.7 - Sick Leave Incentive. A Sergeant who uses no sick leave in a calendar quarter shall be paid a wellness/attendance incentive of \$200.

ARTICLE 18 - LEAVES OF ABSENCE

Section 18.1 - Leave of Absence Without Pay.

Request. Upon request by an employee, the Sheriff may grant a leave of absence without pay not to exceed ninety (90) calendar days. Requests for such must be in writing and establish reasonable justification for the leave consistent with the needs of the employee and the Office. The request must also state the beginning and ending times for such requested leave and not exceed the limits set forth herein. Such leaves may be renewed or extended by appropriate action of the Sheriff. The Sheriff shall issue a written order which either grants, denies, or modifies with consent of the employee, the leave of absence request.

1. Standards of Approval. In reviewing the request, the Sheriff shall determine whether the services performed by the office will be handicapped by the temporary absence of the employee and whether

the leave serves the interests of the employee and the Office. Subject to the Sheriff's discretion, leaves of absence will not be approved if the Office would be handicapped by the employee's absence or if the request was made to allow the employee to accept outside employment. Where appropriate, the Sheriff may grant a leave of absence subject to reasonable conditions. Any conditions imposed on the leave shall be specified in the order granting the leave of absence.

2. Benefits During Leave. During any such leave in excess of twenty (20) work days, the County may maintain, at the employee's option and expense, all benefits provided for by this Agreement, except for vacation and sick leave accrual. The employee shall state in the application for leave whether the employee desires to maintain the benefits, and, if so, shall agree to pay the total cost of benefits incurred. The County shall have no obligation to continue benefits during leaves in excess of twenty (20) working days unless the employee pays the cost of such benefits in advance of the date when the County's payment is due. The Sheriff may grant a leave of absence with specified benefits paid by the County.

Section 18.2 - Military Leave. Military leave shall be granted in accordance with the law applicable to the County. To maintain the operational integrity of the Office during periods of military leave, the Sheriff may adjust the work schedules of the employee(s) on military leave so that their scheduled military leaves coincide with their scheduled days off. The Sheriff may also, if necessary to maintain the operational integrity of the Office, require an employee to reschedule days off or temporarily forego the use of accrued compensatory time, holidays, vacations, or other available leaves. Employees who require military leave must advise their supervisor immediately upon receipt of their duty assignment. The County may require a copy of all orders and endorsements. Employees on military leave shall not be entitled to compensation for holidays that fall during the period of military leave.

Section 18.3 - Family or Maternity Leave. Family and/or Maternity leave shall be allowed in accordance with State and Federal Law.

Section 18.4 - Jury Duty. Employees shall be granted leave with pay if called for jury duty. Compensation received for jury duty shall be verified to the County and shall be remitted to the County upon receipt. Upon being excused from jury duty for any day, an employee shall immediately contact the Sheriff or their immediate supervisor for assignment for the remainder of their work, if any.

Section 18.5 - Civil Witness Appearance. Leave of absence with pay, including travel time, shall be granted for attendance in civil court cases in connection with the employee's officially assigned duties. Leave of absence with pay, including travel, shall be granted for an appearance connected with an employee's official duties before any legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or at the direction of proper authority, provided, however, that compensation received for such appearance shall be verified to the County and shall be remitted to the County upon receipt.

Section 18.6 - Medical and Dental Appointments. It is the responsibility of the employee to make every effort to schedule appointments during off-duty hours. When an employee's work schedule is such that the employee cannot schedule such appointments outside of work hours, appointments will be scheduled so as to minimize interference with the work schedule. Time off with pay in order to attend medical and dental appointments not to exceed three (3) hours in any one month will be granted without reduction of sick leave. Time off with pay will not be granted to an employee to transport family members to medical and dental appointments. Leave without pay or compensatory time may be used to transport family members to medical and dental appointments.

Section 18.7 - Bereavement Leave - An employee shall be granted bereavement leave with pay not to exceed five (5) working days in the event of a death in the immediate family. Bereavement leave may be taken only to make household adjustments or to attend funeral services. This leave will not be charged to any other accrued leave balance. Upon approval of the Sheriff, bereavement leave may be extended as the Sheriff

deems appropriate for compassionate reasons, however, such additional leave shall be unpaid or, at the option of the employee, the employee may draw upon accrued sick leave, vacation, or accrued compensatory time. For the purpose of this section, immediate family shall include those defined in the Oregon Family Leave Act (OFLA) and the Federal Family and Medical Leave Act (FMLA).

Section 18.8 - Conditions. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of the leave of absence, shall be considered as having resigned the employee's position with the County unless the employee, prior to the expiration of the approved leave of absence, has made application for and been granted an extension of leave, or who has furnished evidence that the employees is unable to return to work by reason of illness, injury, or circumstances which the Sheriff judges to be reasonable, unforeseeable and which necessitated a minor delay in the employee's attempt to return to work.

Section 18.9 - Parental Leave. Employees shall be allowed to take parental leave in accordance with State and/or Federal law. In addition, employees shall be allowed to use their accumulated compensatory time, holiday time and vacation time to be charged against parental leave. The employee will inform the County as to which accumulated time they will be utilizing.

ARTICLE 19 - INSURANCE

Section 19.1 - Medical, Dental & Vision Insurance. Employees shall be covered by the following Medical Dental and Vision plans provided by the Oregon Teamsters Employers Trust (OTET): Medical G/W, Dental D-6, and Vision V-4.

For the life of this agreement, any health insurance total monthly premium for the medical, vision and dental coverage exceeding the County's contribution amount per month per employee shall be paid by the employee through payroll deduction. In the event the Teamsters can provide the Association with another more cost effective plan, the County shall adjust the payroll deduction upon written notification of the new plan cost. Effective July 1, 2015, the County medical contribution amount shall be \$1,345 per month. Effective July 1, 2016, the County medical contribution amount shall be \$1,395 per month. Effective July 1, 2017, the County medical contribution amount shall be \$1,445 per month. Only employees on the payroll as of the ratification date of the collective bargaining agreement are entitled to any County retroactive increases.

An employee must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and works the required 80 hours in this month. He/she is then covered in the month of February. An employee terminates employment January 25 after working the required 80 hours; he/she is then covered for the month of February. In both examples, if an employee is not on paid status for 80 hours in January, he/she would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

It is understood that the concept of "cash out" of accrued leave time (vacation, holiday, compensatory and sick time) does not constitute hours worked or compensated hours. A cash out is when an employee receives payment for accrued leave without actually taking the paid time off or upon termination from employment.

If the provision of the Affordable Care Act known as the Cadillac Tax negatively impacts either party, the parties agree to re-open Article 19 to bargain the impact.

Section 19.2 - Life Insurance. The County shall provide twenty-four (24) hour term life insurance coverage for each employee subject to this agreement in the amount stipulated by PERS P&F.

Section 19.3 - Health Reimbursement Arrangement Account The County shall cause to be created a Health Reimbursement Arrangement account under the Voluntary Employee Beneficiary Association Medical Expense Plan for Public Employees in the Northwest (commonly known as the HRA VEBA Trust) under Section 501 (c) (9) of the Internal Revenue Code for each Sergeant in the bargaining unit. The County shall deposit an amount equivalent to 2.5% of the Step 7 monthly base wage of the Sergeant's salary schedule to

each employee's account each month. If the employers' medical contribution amount exceeds the cost of the employee's medical plan, the difference between the cost of the plan and the employer's contribution will be paid into the employee's HRA/VEBA account.

ARTICLE 20 - WORKERS' COMPENSATION

Section 20.1 - County Provision and Supplement. All employees are covered for accidents on the job under Workers' Compensation laws of Oregon. When an injured employee must take time off by reason of an occupational injury or disability, the employee will receive time-loss payments from the County's workers' compensation insurer. In addition, supplemental benefits will be provided as follows:

1. The first three (3) months following an on-the-job injury, the County will supplement the employee's net regular salary after taxes.
2. After three (3) months following the date of an on-the-job injury, at the employee's option, accrued sick leave, vacation, and compensatory time may be used to supplement the employee's time-loss benefits in an amount necessary to equal the injured employee's net regular salary after taxes.
3. Following the exhaustion of the employee's benefits, the employee shall receive Workers' Compensation as provided under State law.

Section 20.2 - Administrative Separation. If an employee is disabled from returning to work after six (6) months of disability or after the employee has exhausted, in accordance with Section 20.1-2 above, all sick leave, vacation leave and compensatory time, whichever is longest, the employee is subject to administrative separation subject to the employee's rights to re-employment provided by law. However, the Sheriff, in his/her judgment, may agree upon request to extend the time period before an administrative separation takes place.

Any employee subject to administrative separation shall retain all medical, health and life insurance benefits provided herein in accordance with the terms of policy and applicable Federal Law (COBRA).

ARTICLE 21 - RETIREMENT

Section 21.1 - Retirement. The County agrees to continue to enroll each P & F employee in the Oregon Public Employee's Retirement System (PERS). The employee shall pay the employee's contribution (currently 6%) to the retirement plan. Pursuant to applicable PERS regulation, 50% of accrued but unused sick leave shall be converted to retirement benefits upon retirement.

Section 21.2 - Tax Exempt Contribution. The employee six percent (6%) contribution is deemed picked up for purposes of 26 USC 414(h) (2).

ARTICLE 22 - GRIEVANCE PROCEDURE

Section 22.1 - Grievance and Grievance Procedure Defined. A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of this Agreement or any alleged violation of this Agreement. The following procedure shall be followed to resolve the dispute:

Step 1. The employee, with or without the Association, must submit the grievance or dispute in writing to the Division Lieutenant within fifteen (15) calendar days of its occurrence, or knowledge of its occurrence. The grievant shall set forth a clear statement of the facts giving rise to the grievance, the provisions of the Agreement violated and the remedy sought. The Division Lieutenant shall respond in writing to the employee

within ten (10) calendar days of receipt or notification of the dispute.

Step 2. If the grievance remains unsettled, the employee, with or without the Association, may within ten (10) work days after the reply of the Division Lieutenant is due, submit written notice to the Sheriff with the initial grievance and the Division Lieutenant's response attached. The notice shall indicate that the employee or the Association is initiating Step 2 of the grievance procedure. The Sheriff shall respond in writing to the employee and the Association within fifteen (15) calendar days of receipt.

Step 3. If the grievance remains unsettled, the Association may notify the Sheriff in writing of its intent to arbitrate the dispute within fifteen (15) calendar days after the reply of the Sheriff is received by a designated Association Representative.

After notice of arbitration has been submitted, the Sheriff or the Association may singularly or jointly request the State Employment Relations Board for a list of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternatively striking names. The first strike shall be determined by lot and the final name on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, shall be within the scope and terms of this Agreement and shall not modify the Agreement. The arbitrator shall be asked to submit the written award within thirty (30) calendar days from the date of the hearing.

Section 22.2 - Timeliness and Waiver. Any and all time limits specified in the grievance procedure may be extended by mutual consent of the parties. Failure by the employee or the Association to submit or advance the grievance in accordance with these limits without such waiver shall render the grievance moot and it shall be considered waived. If the County fails to respond within the time limits without such waiver the grievance shall automatically proceed to the next step. A grievance may be withdrawn at any time upon the receipt of the signed statement from the employee or the Association. Any aspect of the grievance procedure may be modified by mutual agreement.

Section 22.3 - Suspension and Discharge Grievances. Grievances by a suspended or discharged employee shall commence with Step 2. All other grievances shall commence with Step 1.

Section 22.4- Arbitration Expenses. Each party shall be responsible for paying the cost of presenting its own case in arbitration, including payment of the witness fees, if any. The cost of the arbitrator and the hearing room shall be borne by the losing party. The question of who is the "losing party" shall be submitted to the arbitrator who rendered the decision in question. The arbitrator's subsequent designation of the "losing party" shall be final and binding. If the arbitrator cannot designate which party is the loser, each party will pay one-half (½) the cost of arbitration. The cost of the court reporter, if any, shall be shared equally if both parties request the record. If only one desires the record, the cost shall be borne by the party requesting it unless the other party requests a copy of the record at any time. Such costs shall include the cost of furnishing a copy to the arbitrator.

ARTICLE 23 - LAYOFF AND RECALL

Section 23.1 - General Layoff. In the event of a layoff for any reason, Sergeants will be laid off in the inverse order of their seniority within the Sergeants Association, except the Sheriff reserves the right to retain positions of higher rank.

Section 23.2 - Recall. Sergeants shall be called back from layoff according to seniority in the Sergeants Association. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee shall be considered on status for a period of thirty six (36) months after layoff.

Section 23.3 – Recall Notice. Any employee who is on lay-off status must send the employee's current address so that the County always has the correct address in its file.

ARTICLE 24 - PROBATIONARY PERIOD

All employees subject to DPSST certification shall serve a probationary period of one (1) year during which an employee must work two hundred (200) days. In the event an employee does not work a minimum of two hundred (200) days during this one (1) year period, the probationary period will be extended until the employee completes the two hundred (200) day requirement.

All employees serving as acting Sergeants shall be credited with that time towards Sergeant seniority and the Probationary Period, providing the appointment to Sergeant is concurrent to the date of promotion to Sergeant.

ARTICLE 25 - DISCIPLINE AND DISCHARGE

Section 25.1 - Discipline. Disciplinary actions include written reprimand, suspension without pay, demotion, discharge, or any combination thereof with the consent of the employee, loss of vacation, holiday or compensatory time. Discipline shall not include administrative relief from duty with pay.

Section 25.2 - Just Cause. The Sheriff will not discipline an employee except for just cause. The Sheriff will make all reasonable efforts to impose discipline in a manner which does not embarrass the employee before other employees or the public.

Section 25.3 - Furnish Reasons for Discipline. At the time the County imposes discipline upon an employee or gives the employee notice of pre-disciplinary or pre-termination hearing, the County will supply to the employee a copy of investigative documents relating to the charges against the employee.

ARTICLE 26 - PERSONNEL FILE

Section 26.1 - Personnel Record. Personnel records of the County shall be referred to as the employees' personnel record. The personnel record shall consist of the DPSST Law Enforcement Personnel Record which shall be maintained by the Sheriff and the personnel record shall be maintained by the County's Director of Human Resources at the Sheriff's option. These records shall constitute the official personnel record of the County and shall serve as the repository for original documents and copies of official reports, memoranda, correspondence, personnel actions, and other documents regarded by the Sheriff or County as relevant to the employee's performance or employment.

Section 26.2 - Inspection of Record. An employee or any person who presents a release and waiver of confidentiality in a form acceptable to the County and signed by the employee, may inspect the contents of the employee's record. If the personnel record contains confidential reports from previous employers or psychological screening evaluations or entrance or promotional tests or Selection Board notes, such records need not be disclosed.

Section 26.3 - Critical Entries. No information reflecting adversely on an employee shall be placed in the employee's personnel files unless it bears the signature of the employee. An employee may be required by the Sheriff to sign the material to be placed in the employee's personnel file providing the following disclaimer appears with the signature: "Employee's signature confirms receipt and does not indicate agreement or disagreement with the content".

In the event an employee refuses to comply with this Article, the refusal may be noted in lieu of the employee's signature. After a reasonable attempt to present the document to the employee for signature, if an employee is not available within five (5) working days to sign document to be placed in the employee's file, the Sheriff may place the material in the files provided the sheriff affixes a certificate that the document was mailed to the employee at the employee's address of record. Documents placed in a personnel record without conforming

to the requirement of this section may not be used by the Sheriff in any disciplinary proceeding involving the employee.

Section 26.4 - Removal of Records. An employee may request the removal of documents from the employee's personnel file. For the document to be removed it must constitute a letter of caution, consultation, warning admonishment or reprimand intended to correct deficiencies in performance. An employee who believes that documents contained in the personnel file are no longer timely or relevant may request the Sheriff to remove such documents from the file. The Sheriff, after review of the employee's work record and the documents at issue, may remove the documents from the personnel file based upon a determination that the documents are not sufficiently timely nor bear any relevance to a legitimate law enforcement or management concern. Documents subject to removal will be deemed no longer relevant where the employee demonstrates through sustained performance during a course of continuous employment of 36 months that the deficiency has been corrected. Documents which are removed may be retained by the Sheriff and the County in a separate system of record which shall not be considered for any purpose affecting promotion or discipline and which shall be available solely for the purposes of litigation defense.

Section 26.5 - Rebuttal Material. If any employee believes a document in the employee's personnel record is incorrect or derogatory, and the Sheriff and Director of Human Resources do not agree to satisfactorily correct the record, the employee may deliver to the Sheriff a written memorandum addressed to the employee's own personnel file. The memorandum shall be included as part of the personnel record, provided the memorandum is relevant to the challenged documents. Any employee who believes that specific information should be removed entirely from the personnel record may petition, at any time, either the Sheriff or Director of Human Resources in writing, stating the reasons which justify the action requested.

Section 26.6 - Entries Dated. Each entry into the employee's personnel file shall be dated.

ARTICLE 27 - RESERVES

Section 27.1 - Reserve Utilization. Reserves and other Sheriff's auxiliary personnel may be used to perform office related tasks and auxiliary functions as determined by the Sheriff, including but not limited to providing law enforcement services at public events and providing law enforcement and corrections related to services not restricted by this Article.

Section 27.2 - Work Preservation. Reserves will not be utilized to replace bargaining unit employees in the performance of their primary and customary job responsibilities.

ARTICLE 28 - FUNDING

The parties recognize that the revenue needed to comply with this Agreement must be approved annually by the established budget process, and in the instance of special levies and tax based elections, by a vote of the citizens of Klamath County. All employee compensation is contingent on the sources and the level of revenue available. In some instances voter approval may be required in order to maintain the work force or expand it. No layoffs will be made unless the parties have had an opportunity to discuss alternatives which will best serve the County's citizens and the need for law enforcement service. The County will not reduce compensation provided by this Agreement, except as a component to a broader agreement of cooperation between the Board of Commissioners, the Sheriff and the Association. Such an Agreement would encourage cooperation in unified public information campaign related to the tax base or levy election.

ARTICLE 29 - SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and unenforceable by final order of any court, competent jurisdiction or administrative agency having jurisdiction over the subject matter, or by legislation by the State of Oregon or Federal Government, such decision or legislation shall apply only to the specific article, section or portion, thereof directly affected. Upon issuance of any such decision or legislation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without

interruption for the term hereof.

ARTICLE 30- USE OF ALCOHOL AND DRUGS

The County's general alcohol and drug policy shall apply in the Sheriff's Office. Policies and procedures relative to drug and alcohol testing permit testing based only upon reasonable suspicion and post-accident, not at random, and provide for confirmatory testing by Gas Chromatography/Mass Spectrometry before any conclusion is reached. The policy provides that in the event a sample is requested, an employee may request that an Association Representative be present if that can be done without unreasonable delay. If a sample is taken, an employee may request that a duplicate sample be drawn and preserved.

ARTICLE 31 - TERM OF THE AGREEMENT

This Agreement is effective upon ratification through June 30, 2018. Dated provisions relating to health insurance premiums and salaries shall be applied retroactively to the date specified. If either party wishes to modify, amend, add to or delete any of the provisions of this Agreement, it shall give written notice to the other party any time before January 1, 2017. Negotiations shall commence sixty (60) calendar days after notification. The Agreement shall remain in full force and effect during the period of negotiations. If neither party shall give notice as provided above, this Agreement shall remain in effect from year to year. Any specified Article or Articles of this Agreement may be opened for re-negotiation by mutual written consent of both parties at any time during the life of this Agreement.

FOR KLAMATH COUNTY

Frank Skrah, Sheriff

Daneen M. Dail
Director of Human Resources

**APPROVED BY
KLAMATH COUNTY COMMISSIONERS**

Tom Mallams
County Commissioner

Kelley Minty Morris
County Commissioner

Jim Bellet
County Commissioner

FOR THE SERGEANTS

Steven Lewis, President

FOR THE UNION

Clayton Banry, Secretary-Treasurer

DATE SIGNED

EXHIBIT A - SERGEANTS MONTHLY SALARY SCHEDULE

Pay Scale effective July 1, 2015

Matrix Structure Guidelines

Step 1 of the pay range below represents a 1.5% pay adjustment of Step 7 of the current KCPOA Patrol Corporal Classification (\$28.59), with a further adjustment of 5% + maximum incentive pay. Employees on the payroll as of December 9, 2015 will receive the retroactive salary increase.

Klamath County Pay range SF01

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$5,809	\$6,041	\$6,283	\$6,534	\$6,795	\$7,067	\$7,350

Notwithstanding the 1.5% salary increase effective July 1, 2015, if the KCPOA Salary schedule is increased by more than 1.5%, the 5% separation outlined above shall be maintained as of the date of said increase. If the 5% differential increases due to KCPOA Contract negotiations the members' pay shall freeze until the differential drops to a maximum 5%.