

# ADMINISTRATIVE PROCEDURES MANUAL



Chapter 3  
Section 1  
Issue 1     11/9/2007  
                    Date

SUBJECT: DRUG-FREE WORKPLACE PROCEDURE

## I.     PURPOSE

The primary goals of this procedure are to achieve a workplace free of the impairments of drugs and alcohol, to coordinate with Lane Manual 2.380, and to further support the drug-free workplace policy of Lane County, and to provide written notice of the procedure to all employees. These procedures do not attempt to address all possible issues that may arise around the use of alcohol and drugs. It is incumbent upon each individual employee and each supervisor/manager to use best judgment and act reasonably and responsibly to situations not explicitly covered in the policy. This is particularly true when applied to situations that may arise outside the usual workplace or when an employee may be called back to work outside of his or her regularly scheduled hours.

## II.    SCOPE

This procedure is applicable to all classified and unclassified county employees, as defined by and subject to the provisions of the Lane Manual, Chapter 2.380. Employees may also be covered under alternative policies prescribed by law as in the Public Works Alcohol and Drug Policy established in compliance with Federal DOT regulations for holders of CDL licenses, or those prescribed by departmental regulations within law enforcement agencies such as the Sheriff's Office and District Attorney's Office. Under the alternate policies, employees may be subject to participation in alcohol or random drug testing or related requirements which are not specified in this general countywide policy. This procedure is intended to comply with and supplement the Federal Drug Free Workplace Act of 1988. Employees working in programs funded by grants may also be subject to additional requirements, including but not limited to those specified in Article XII below.

Nothing in this procedure should be construed to violate any non-discrimination policies outlined under local, state or federal laws.

## III.   AMENDMENT

The County Administrator may amend this procedure as required.

IV. DEFINITIONS

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.

Controlled Substances means any intoxicants or controlled substances as defined by the criminal code of the state of Oregon or by the Uniform Controlled Substances Act (ORS ch. 475).

Drug means any controlled substance, unless the context indicates otherwise (e.g. “over-the-counter drug”).

Drug Paraphernalia means any and all equipment, products, and materials of any kind, as more particularly defined in ORS 475.525 (2), which are or can be used in connection with the production, delivery, or use of a controlled substance as that term is defined by ORS 475.005.

Prescription Medication means the same as “Regulated Substances.”

Random Testing means the selection of employees for testing for alcohol or controlled substances using a scientifically valid method for selection or the testing of one employee such as in a Return to Work/Performance Agreement on dates chosen using a scientifically valid method over a specified period of time.

Reasonable Suspicion means inferences rationally derived from specific, objective facts about the conduct or performance of an individual under the totality of the circumstances existing at the time and place that would lead a *reasonable person* to suspect that the individual is or has been using drugs or alcohol.

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

- Abnormal or erratic behavior
- Information provided by a reliable and credible source
- A work-related accident that results in injury, damage to County equipment/property, or a citation being issued under State or local law for a moving traffic violation arising from an accident
- Direct observation of drug or alcohol use
- Employee admissions regarding drug or alcohol use
- Unexplained absence from normal work areas where there is reason to suspect drug or alcohol related activity
- Perceptible odor of alcohol or marijuana
- Impaired motor skills
- Glazed appearance of eyes
- Extreme mood shifts
- Euphoria, dilated pupils

Reasonable Suspicion Testing means the compulsory production and submission of test specimens by an employee in accordance with procedures contained herein and chemical analysis to detect drug and/or alcohol use.

Regulated Substances means any substances lawfully prescribed for the employee's use by a medical professional. Regulated Substances are also referred to in this procedure as "Prescription Drugs."

Return to Work/Performance Agreement means an agreement whereby an employee who would otherwise be terminated is provided an opportunity to address their performance or safety issues as related to drug and alcohol use.

Under the Influence of Alcohol means a breathalyzer or blood test indicates the presence of alcohol at or above the .02% level, or by employee admission. An employee can also be deemed under the influence of alcohol by behavior (see Article V(B)).

Under the Influence of Drugs means that testing, screening and confirmation indicates the presence of controlled substances, or by employee admission. An employee can also be deemed under the influence of drugs by behavior (see Article V (A)).

V. PROHIBITED CONDUCT

The following conduct is prohibited in the workplace or while the employee is in a paid on-call status:

- A. Possession, distribution, dispensing, sale, attempted sale, use, manufacture, or being under the influence of any narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance while on county property, or while performing work for the county, or while on paid county time, or in other circumstances which adversely affect county operations or safety of county employees or others is prohibited. The conduct prohibited here includes consumption of any such substance prior to reporting to work or during breaks or lunch period. If use of such substances or withdrawal symptoms adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee tests positive for any such substances by screening and confirmation tests, the employee will be deemed under the influence of drugs for purposes of this procedure.
- B. Possession, transfer, use or being under the influence of any alcohol while on county property, or while performing work for the county, or while on paid county time, or while operating a county vehicle, or in other circumstances which adversely affect county operations or safety of county employees or others is prohibited. The conduct prohibited here includes consumption of any alcohol within four (4) hours of reporting to work or during breaks or during lunch period. If use of alcohol adversely affects an employee's physical or mental faculties

while at work to any perceptible degree or the employee's blood alcohol content exceeds .02%, the employee will be deemed under the influence of alcohol for purposes of this procedure.

- C. Possession, distribution or consumption of prescription medications without a valid prescription.
- D. Failure of the affected employee to report limitations or impairment caused by prescribed medication or over-the-counter drugs.
- E. Interference with the administration of this procedure. Examples include, but are not limited to, the following: tainting, tampering, or substitution of urine samples; falsifying information regarding the use of prescribed medications or controlled substances; or failure to cooperate with any tests outlined in this procedure to determine the presence of drugs or alcohol.
- F. Involvement in an accident which results in the loss of human life, serious injury, substantial property damage, or for which the employee receives a citation under state or local law for a moving traffic violation arising from the accident. Any employee involved in such an accident is also prohibited from using alcohol or controlled substances for eight (8) hours following the accident, or until he/she undergoes a post-accident test, whichever occurs first. Involvement in such an accident shall be deemed reasonable suspicion sufficient to require the employee to submit to testing for drugs or alcohol.
- G. Refusal of an employee to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a follow-up alcohol or controlled substances test required under this procedure.
- H. Failure to complete any assessments or treatment programs required under this procedure.
- I. Failure of the affected employee to report any violation of laws regulating use of alcohol and controlled substances which adversely affects the employee's ability to perform job functions, specifically to include loss or limitation of driving privileges when the employee's job is identified as requiring a valid license.
- J. Failure of the affected employee to report all drug or alcohol related arrests, citations, convictions, guilty pleas, no-contest pleas or diversions which resulted from conduct which occurred while he/she was on duty, on county property, or in a county vehicle.

#### VI. EXCEPTIONS TO PROHIBITED CONDUCT

- A. ORS 475.340(2) states, in part, that nothing in the medical marijuana law "shall be construed to require...an employer to accommodate the medical use of

marijuana in any workplace.” Before taking any action arising out of circumstances that may relate to an employee’s use of medical marijuana, however, department managers and supervisors must involve the Human Resource Manager in order to ensure the legality of the action.

- B. Nothing in this procedure is intended to prohibit the use of a drug taken under supervision by a licensed health care professional, where its use is consistent with its prescribed use and does not present a safety hazard or otherwise adversely impact an employee’s performance or County operations.

VII. MANDATORY REPORTING

- A. Any affected employee shall be obligated to report to his/her immediate supervisor any of the circumstances described in Article V where the failure to report is an incident of prohibited conduct. Such report shall be made as soon as possible under the circumstances.
- B. Any employee involved in an accident that involves a loss of human life, serious injury or substantial property damage shall as soon as possible report the accident to his/her immediate supervisor or a manager in the department.
- C. Employees working in a grant program may have additional reporting obligations as described in Article XII below.

VIII. TESTING PROCEDURES AND STANDARDS

Lane County shall utilize the services of a testing facility where test specimens can be collected and tested according to recognized professional standards and which has received recognized certification to perform such testing services. Specimen collection and testing procedures shall be administered with full regard for the employee’s privacy and the need to maintain the confidentiality of test results to an extent which is consistent with the requirements of this procedure. The employee shall be notified of all tests conducted and test results obtained pursuant to testing. .

Unless otherwise covered by alternative provisions in a collective bargaining agreement, all of the following alcohol and drug testing will be required for all Lane County employees:

- A. Pre-employment Testing

Upon an offer of employment and prior to final appointment, every applicant for County employment will be asked to consent to a controlled substance screening test. If the initial screening test yields a positive result, the laboratory will automatically have a confirmation test conducted using the same sample. If the initial screening test indicates that the applicant is under the influence of controlled substances, the applicant will be notified of the test results. If the

applicant refuses to consent to a test or the testing indicates the use of controlled substances, the offer of employment will be retracted and deemed void, and the applicant will be denied employment with the County.

B. Random Testing

This policy specifically does not provide for an ongoing random testing program for all Lane County employees. Lane County may determine a need to conduct random testing in certain instances in order to comply with federal and/or state requirements or because of the safety sensitive nature of specific jobs. Random testing may also be required as a condition of a Return To Work/Performance Agreement.

C. Reasonable Suspicion Testing

1. An employee must submit to testing for alcohol and/or controlled substances whenever his/her manager, in collaboration with the Human Resources Manager or designee, has reasonable suspicion to believe that the employee is using or has used drugs or alcohol in violation of one or more of the prohibitions in Article V.
2. When reasonable cause exists to believe an employee has possession of alcohol or a controlled substance on county property, or has otherwise violated provisions of this procedure regarding possession, sale, distribution or use of drugs or alcohol, the County may search the employee and/or the employee's possessions located on county property.
3. An employee who is notified that he/she is to be tested for alcohol or controlled substances under this procedure must do so immediately upon being so notified.
4. Failure to undergo testing and/or search according to this procedure is grounds for discipline up to and including termination. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

D. Confidentiality

All information from an employee's or applicant's drug and alcohol test or evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such information to any other person, agency, or organization is prohibited unless required by law or written authorization is obtained from the employee or applicant.

E. Costs

Lane County may pay all costs, including but not limited to, paid time for employees who are required to undergo reasonable suspicion and post accident testing.

IX. CONSEQUENCES OF VIOLATIONS OF PROHIBITED CONDUCT

A. Any extra help employee, temporary employee, seasonal employee, or initial probationary employee who violates any of the provisions of this procedure will be terminated immediately.

B. The following provisions will apply to all other Lane County employees:

1. Any employee who violates any of the provisions of this procedure may be removed from the job, or may be removed from the environment where provisions of this procedure were deemed to have been violated and will be subject to disciplinary action. Discipline, including termination for a first offense, could occur under circumstances of an extremely serious nature, such as involvement in an accident resulting in serious injury, a fatality, substantial property damage, or unacceptable damage to the County's reputation or credibility.
2. Discipline for any employee who has an alcohol test result of 0.02% or greater, or a verified positive controlled substances test result may start at a mandatory absence from work without pay, and may result in discipline up to and including termination of employment. Any employee who has a positive test resulting from a random, post-accident, reasonable suspicion or follow-up test may request the split sample analysis by another certified laboratory. The employee may be removed from the job but will not be terminated or disciplined while awaiting the split sample result. If the split sample result refutes the primary sample result, the employee will return to normal duties without any further consequences of this policy.
3. If it is determined that the employee has violated provisions of this procedure and is subject to disciplinary action other than termination, the employee shall be notified in writing by the Human Resources Manager, co-employer or designee that he or she will be returned to work or be allowed to continue working only under provisions of a Return to Work/Performance Agreement. Failure to accept the provisions of a Return to Work/Performance Agreement will result in termination.

X. EMPLOYEE RIGHTS

- A. The employee shall have the right to a Union representative up to and including the time the sample is given. This Provision shall not however, cause an unreasonable delay in testing. Nothing herein shall restrict the employee's right to representation under general law.
- B. If at any point the results of the laboratory testing procedures specified in this Section are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All test results will be kept confidential.
- C. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen and the accuracy rate of the laboratory.

XI. RETURN TO WORK/PERFORMANCE AGREEMENT

- A. An employee, who has been removed from work for violation of provisions of this policy, will be subject to the terms of a Return to Work/ Performance Agreement. Violations of the provisions of a Return to Work/Performance agreement shall result in immediate termination of the employee. The Return to Work/Performance Agreement shall contain at a minimum the following eight (8) provisions:
  - 1. Employee must provide County with documentation that he or she has taken a return-to-duty with a less than 0.02 for alcohol and/or a NEGATIVE result for controlled substances before being allowed to continue to work or return to work if removed from the workplace. Negative results must be achieved within 2 days past the latest day of the detectable duration period listed on Appendix A (*Alcohol and Controlled Substance Testing Parameters*).
  - 2. Employee must be evaluated by a Substance Abuse Professional (SAP) approved by the County before being allowed to continue work or returning to work if removed from the workplace. The substance abuse professional shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substance.
  - 3. Employee must faithfully attend, continue in and complete the six (6) mandatory counseling/educational sessions or treatment program (if any) prescribed by the Substance Abuse Professional. If employee must be absent from any treatment or counseling/educational sessions, he or she must notify and provide required justification to the treatment provider, if

any and the SAP. The County has employee's permission by this agreement to verify attendance at treatment or counseling sessions through the employee's SAP.

4. At a minimum, if the substance abuse professional does not require a treatment or rehabilitation program, the employee must attend six (6) mandatory counseling/educational sessions. These educational sessions will be provided by DIRECTION and will provide an increased opportunity for discussions about health, wellness and accountability. Sessions will be confidential and at no cost to the employee. DIRECTION will provide Lane County with attendance information. The employee must attend at least one educational session prior to returning to work or continuing to work if not removed from the workplace.
5. If determined necessary by the substance abuse professional, the employee must properly follow any treatment or rehabilitation program identified. The employee must be re-evaluated by the substance abuse professional to determine that the employee has properly followed the prescribed treatment or rehabilitation program. The treatment or rehabilitation program used may not be the substance abuse professional's private practice or be provided by a person or organization from which the substance abuse professional receives remuneration or has a financial interest. Employee must comply with all terms and conditions of this procedure. The SAP will be solely responsible for the determination, monitoring and reassessment of the appropriate, prescribed treatment program.
6. Employee will participate in a minimum of six (6) follow-up drug/alcohol tests during the year following execution of this agreement. Additional follow-up drug/alcohol tests may be conducted if recommended by employee's SAP.
7. A POSITIVE result for any drug or alcohol test conducted pursuant to this procedure and subsequent to the date of the Return to Work/Performance Agreement will be grounds for termination of employment with Lane County.
8. Included in the Return to Work/Performance Agreement that the employee will sign will be a statement that the employee understands he or she has engaged in personnel rule violations which could otherwise result in termination of county employment, and the consideration for entering into and achieving the desired results as specified by the criteria of the Return to Work/Performance Agreement is continued employment under those terms.

This statement shall also contain a provision that indicates that if the desired results are not achieved in the time period allotted within the Return to Work/Performance Agreement, the employee shall be terminated with no right of appeal.

- B. The use of a Return to Work/Performance Agreement will not set a precedent for the discipline of other employees in the future.

## XII. EMPLOYEES WORKING IN A GRANT PROGRAM

In addition to the consequences outlined elsewhere in this procedure, for employees working in a program funded by grant funds that include a requirement of compliance with the Federal Drug-Free Workplace Act of 1988 and implementing regulations of 7 CFR 3017, Sections 3017.605-3017.615, the following shall apply:

- A. The manager of the program shall ensure that the employees working in the grant program are informed of the dangers of drug abuse in the workplace.
- B. The manager shall ensure that employees working in the grant program are informed of the County's policy of maintaining a drug-free workplace (LM 2.380) and of this procedure.
- C. The manager shall inform employees working in the grant program of available drug counseling, rehabilitation and employee assistance programs.
- D. The manager shall inform the employees working in the grant program of the penalties that may be imposed for drug abuse violations in the workplace.
- E. The manager shall provide each employee working in the grant program with a copy of this procedure.
- F. Any employee working in a grant program as described in this Article XII, as a condition for performing work on that grant program shall:
  - 1. Abide by the Drug Free Workplace Policy, LM 2.380, and
  - 2. Notify the manager of the grant program and the Department Director in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace within five calendar days after such conviction.
- G. Upon receiving notice of such a conviction, the manager of the grant program shall take appropriate steps to:
  - 1. Notify the federal agency grant officer within ten days, and

2. Within 30 days, take appropriate personnel action against the employee or require the employee participate satisfactorily in an approved drug abuse assistance or rehabilitation program.

XIII. INTERPRETATION AND IMPLEMENTATION

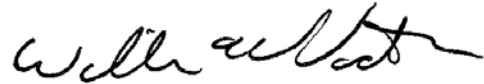
Any questions relative to the intent or application of this procedure shall be directed to the Human Resources Manager, who shall have the responsibility for interpreting and implementing this procedure.

Authorized: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_  
Effective Date

This on-line version of the Administrative Procedures Manual is a copy of the original signed by the County Administrator on

11/9/07.



## APPENDIX A

### ALCOHOL AND CONTROLLED SUBSTANCE TESTING PARAMETERS

The following list of controlled substances and alcohol defines the amount of time that a particular substance will give a positive result to a drug test. The time frames are estimates, since various factors influence the length of time a substance remains detectable in an individual's system. These include weight, height, and amount of body fat, frequency of use, overall health, and physical shape. Prolonged, heavy use of marijuana and PCP can be detected for up to 60 days after last use.

Substance	Description	Detectable Duration
Alcohol	Wine, Beer, Hard Liquor	1 hour up to 10 – 12 hours
Amphetamines	Dexedrine, Biphetamine	1 day
Anabolic steroids		oral: up to 3 weeks; injected: up to 3-6 months
Barbituates	Amytal, Nembutal, Seconal, Phenobarbital	2 - 3 days
Benzodiazepines	Ativan, Halcion, Librium, Valium, Xanax	2 – 3 days
Cocaine		1 – 2 days
Codeine		1 – 2 days
GHB	Liquid Ecstasy	1 – 2 days
Heroin		1 – 2 days
Inhalents		Several hours
Ketamine	Vitamin K	2 – 4 days
LSD		Several hours up to 5 days
Marijuana		2 – 5 days; daily, heavy user can sometimes be detected up to 30+ days
MDMA	Ecstasy	1 – 5 days
Methadone		1 – 7 days
Methamphetamines		2 – 4 days
Methaqualone	Quaaludes	10 – 15 days
PCP		1 – 8 days

Information was obtained from OHS Health and Safety Services, Inc.

RETURN TO WORK/PERFORMANCE AGREEMENT

The following agreement is entered into by and between \_\_\_\_\_, hereinafter EMPLOYEE, and Lane County Department of \_\_\_\_\_, hereinafter COUNTY. This agreement establishes the expectations that are a condition of EMPLOYEE returning to work and for EMPLOYEE's continued employment with COUNTY.

EMPLOYEE is permitted to return to work subject to the following conditions:

1. EMPLOYEE agrees to be evaluated by a Substance Abuse Professional (SAP) approved by the COUNTY to determine what assistance, if any, the EMPLOYEE needs in resolving problems associated with alcohol and/or controlled substance misuse.
2. EMPLOYEE agrees to provide COUNTY with documentation that he/she has taken a return-to-duty test with a NEGATIVE result before actually returning to work.
3. EMPLOYEE agrees to faithfully attend, continue in and complete the six (6) mandatory counseling/educational sessions or treatment program (if any) prescribed by the SAP. If EMPLOYEE must be absent from any treatment or counseling/educational sessions, he or she must notify and provide required justification to the treatment provider, if any, and the SAP. The COUNTY has EMPLOYEE'S permission by this agreement to verify attendance at treatment or counseling sessions through the EMPLOYEE'S SAP.
4. EMPLOYEE understands that the signing of this Agreement shall allow COUNTY the right to communicate with the primary physician and/or counselors regarding the status and progress of rehabilitation and aftercare.
5. The EMPLOYEE agrees to submit to a minimum of six (6) random follow-up drug/alcohol tests during the year following execution of this Agreement. Additional follow-up drug/alcohol tests may be conducted if recommended by Employee's SAP.
6. EMPLOYEE understands that a POSITIVE result for any drug or alcohol test conducted pursuant to this procedure and subsequent to the date of the Return to Work/Performance Agreement will be grounds for termination of employment with Lane County.
7. EMPLOYEE understands he/she has engaged in personnel rule violations which could otherwise result in termination of county employment, and the consideration for entering into and achieving the desired results as specified by the criteria of this Agreement is continued employment under those terms.

EMPLOYEE understands that violations or failure to accept the provisions of this Agreement will result in termination

8. EMPLOYEE understands that if he/she does not meet desired results within time period allotted within this Agreement, the EMPLOYEE shall be terminated with no right of appeal. See Attachment.
9. EMPLOYEE understands that this Agreement constitutes a final warning and is non-precedent setting for any other employees with the COUNTY in the future. Each case will be reviewed on its on merit.

Personal Commitment

The EMPLOYEE understands and pledges and agrees to abide by the terms of this Agreement. The EMPLOYEE understands that a violation of, or noncompliance with, any of these terms can result in he/she being terminated from COUNTY employment. Further, EMPLOYEE pledges to remain free of all illegal drugs and not to abuse legal drugs (including alcohol) during term of EMPLOYEE'S employment. EMPLOYEE understands that this Agreement does not guarantee EMPLOYEE employment for any set period of time. EMPLOYEE signs this Agreement free of any duress or coercion and understands that this Agreement will become part of his/her personnel medical file.

_____	_____	_____	_____
Employee	Date	Employer	Date

_____	_____
Employee Representative	Date

**RETURN TO WORK/PERFORMANCE AGREEMENT**

The following agreement is entered into by and between \_\_\_\_\_, hereinafter EMPLOYEE, and Lane County Department of \_\_\_\_\_, hereinafter COUNTY. This agreement establishes the expectations that are a condition of EMPLOYEE returning to work and for EMPLOYEE’s continued employment with COUNTY.

EMPLOYEE is permitted to return to work subject to the following conditions:

<b>No.</b>	<b>Criteria</b>	<b>APM Code</b>	<b>Other Agencies</b>
1	EMPLOYEE agrees to be evaluated by a Substance Abuse Professional (SAP) approved by the COUNTY to determine what assistance, if any, the EMPLOYEE needs in resolving problems associated with alcohol and/or controlled substance misuse.	XI.2.	State of Oregon: #1 Multnomah Co: #1 LCDPW: #2 LCDYS: #2
2	EMPLOYEE must provide COUNTY with documentation that he/she has taken a return-to-duty test with a NEGATIVE result before actually returning to work.	XI.1.	LCDPW: #1 LCDYS: #1
3	EMPLOYEE agrees to faithfully attend, continue in and complete the six (6) mandatory counseling/educational sessions or treatment or rehabilitation program (if any) prescribed by the SAP. If EMPLOYEE must be absent from any treatment or counseling/educational sessions, he or she must notify and provide required justification to the treatment provider, if any, and the SAP. The COUNTY has EMPLOYEE’S permission by this Agreement to verify	XI.3	State of Oregon: #2 Multnomah Co: #2 LCDPW: #3 LCDYS: #3

	attendance at treatment or counseling sessions through the EMPLOYEE'S SAP.			State of Oregon: #3 Multnomah Co: #3 LCDYS: #4
4.	EMPLOYEE understands that the signing of this Agreement shall allow COUNTY the right to communicate with the primary physician and/or counselors regarding the status and progress of rehabilitation and aftercare.			Multnomah Co: #4 LCDYS: #5 LCDPW: #6
5.	The EMPLOYEE agrees to submit to a minimum of six (6) random follow-up drug/alcohol tests during the year following execution of this Agreement. Additional follow-up drug/alcohol tests may be conducted if recommended by Employee's SAP.	XI.6., IX.B.		State of Oregon: #8 Multnomah Co.: #8 LCDPW: #6 LCDYS: #8
6.	EMPLOYEE understands that a POSITIVE result for any drug or alcohol test conducted pursuant to this procedure and subsequent to the date of the Return to Work/Performance Agreement will be grounds for termination of employment with Lane County.	XI.7		State of Oregon: #8 Multnomah Co.: #8 LCDPW: #6 LCDYS: #8
7.	EMPLOYEE understands he or she has engaged in personnel rule violations which could otherwise result in termination of county employment, and the consideration for entering into and achieving the desired results as specified by the criteria of this Agreement is continued employment under those terms. EMPLOYEE understands that violations or failure to accept the provisions of this Agreement will result in termination.	X.3 XI XI.8		State of Oregon: #8 Multnomah Co: #9 LCDPW: Personal Commit. Section
8.	EMPLOYEE understands if he/she does not meet desired results within time period allotted within this Agreement, the EMPLOYEE shall be terminated with no right of appeal. See Attachment	XI.8		Multnomah Co.: #9
9.	EMPLOYEE understands that this Agreement constitutes a final warning and is	XI. Last		State of Oregon:

	<p>non-precedent setting for any other employees with the COUNTY in the future. Each case will be reviewed on its on merit.</p> <p><u>Personal Commitment</u></p> <p>The EMPLOYEE understands and pledges and agrees to abide by the terms of this agreement. The EMPLOYEE understands that a violation of, or noncompliance with, any of these terms can result in he/she being terminated from COUNTY employment. Further, EMPLOYEE pledges to remain free of all illegal drugs and not to abuse legal drugs (including alcohol) during my term of employment. EMPLOYEE understands that this Agreement does not guarantee EMPLOYEE employment for any set period of time. EMPLOYEE signs this Agreement free of any duress or coercion and understands that this Agreement will become part of his/her personnel medical file.</p>	paragraph	#5 LCDPW: #7
			State of Oregon: PC Multnomah Co: PC LCDYS: PC

Signature blocks