MARION COUNTY BOARD OF COMMISSIONERS

"Delivering Excellence Everyday"

Wednesday, August 26, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

CONSENT

HUMAN RESOURCES

1. Approve the ratification of the new Marion County District Attorney's Association (MCDAA) Collective Bargaining Agreement (CBA), effective July 1, 2026, through June 30, 2029, with the estimated additional cost of this agreement being $751,875 for the duration of the contract.

2. Approve the ratification of the Marion County Juvenile Employees Association (MCJEA) Collective Bargaining Agreement (CBA), effective July 1, 2026, through June 30, 2028, with the estimated additional cost of this agreement being $653,012 for the duration of the contract.

LEGAL COUNSEL

3. Approve an order authorizing the Marion County Board of Commissioners Chair to sign the Notice of Measure Election form SEL 801 for the formation of the Mt. Angel-Monitor Fire District and direct staff to file the signed SEL 801 form and the Explanatory Statements with the Marion County Clerk.

PUBLIC WORKS

4. Approve Amendment #1 to the Construction Contract with North Santiam Paving Company to add $153,914.74, of which an estimated $138,107.70 will utilize federal funding and an estimated $15,807.04 will utilize county funding, for a new contract total of $714,147.74 to provide structural and aesthetic improvements including an asphalt overlay, installation of flush curbs, the application of heavy stone texture, and landscape plantings, for the North Fork Road Improvements Project through March 31, 2027.

5. Approve Amendment #1 to the Construction Contract with K&E Excavation, Inc. to add $109,285.61, of which an estimated $98,061.98 will utilize federal funding and an estimated $11,223.63 will utilize county funding, for a new contract total of $7,366,352.61, to provide slope failure repairs beneath an emergency access lane that collapsed overnight, for the North Fork Slide Stabilization: Slide #2 on North Fork Road S.E. Project through April 30, 2027.

ACTION

None.

Recess as Board of Commissioners.
Convene as Brooks Community Service District Governing Body.

BROOKS COMMUNITY SERVICE DISTRICT GOVERNING BODY

CONSENT

PUBLIC WORKS

1. Approve the Intergovernmental Agreement (IGA) between the Brooks Community Service District (BCSD) and Chemeketa Community College in the estimated amount of $450,000, to establish the terms and conditions under which Chemeketa will supply, and the BCSD will purchase, raw well water for distribution to BCSD customers in the unincorporated community of Brooks, Oregon with an ending term date of 10 years from the effective date.

Revised 8/26/2026: Motion made and approved to remove this item from the agenda.

Adjourn as Brooks Community Service District Governing Body.
Reconvene as Board of Commissioners.

PUBLIC HEARINGS
Starting no earlier than 9:00 a.m.

PUBLIC WORKS

A. Public hearing to consider Zone Change / Comprehensive Plan Change, Case #25-004, Jubitz Corporation. –Austin Barnes

Members of the public may submit written testimony by email to PublicHearings@co.marion.or.us For agenda items where in-person testimony is allowed, the public may sign up to provide testimony by telephone by emailing PublicHearings@co.marion.or.us at least 24 hours before the meeting. The email must specify the meeting date/time and agenda topic for which testimony is being submitted. For telephone testimony requests, the email must also include your name and the phone number that staff should use to call you at the appropriate time.

If you require interpreter assistance, an assistive listening device, large print material or other accommodations, call 503-588-5212 at least 48 hours in advance of the meeting. TTY 503-588-5168 Si necesita servicios de interprete, equipo auditivo, material copiado en letra grande, o culaquier otra acomodacion, por favor llame al 503-588-5212 por lo menos 48 horas con anticipacion a la reunion. TTY 503-588-5168 Marion County is on the Internet at: www.co.marion.or.us

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 26, 2026

Department: Human Resources

Title: Consider Ratification of the Marion County District Attorney's Association Collective Bargaining Agreement 2026-2029

Management Update/Work Session Date: N/A

Audio/Visual aids ☐

Time Required: N/A **Contact:** Angelique P. Voltin **Phone:** (503) 566-3945

Requested Action:

Consider ratification of the new Marion County District Attorney's Association (MCDAA) Collective Bargaining Agreement (CBA), which is in effect from July 1, 2026 through June 30, 2029

Issue, Description & Background:

A tentative agreement was reached over the MCDAA CBA on July 2, 2026. Members of this Association ratified this CBA on August 7, 2026.

Financial Impacts:

See next page for approximate costs

Impacts to Department & External Agencies:

If the MCDAA CBA is ratified, there will be increased costs in Personnel Services.

List of attachments:

MCDAA CBA 2026-2029

Presenter:

N/A

Department Head Signature:

Financial Impacts
Marion County District Attorney's Association (MCDAA) Collective Bargaining Agreement (CBA) for 2026-2029

(Approximate Costs)

Health Insurance Contributions for CY 2026, CY 2027, CY 2028, and CY 2029:
- $1,896 ($50 increase) effective 7/1/26 for the remainder of CY 2026
- Cost is approximately $_7,000_

COLAs for FY 26-27 and FY 27-28:
- 2% effective the first full pay period following ratification;
- 2% effective 7/1/27; and
- 3% effective 7/1/28
- Three-year cost is approximately $_291,346_

On-Call:
- Weekly on-call premium increased from $900 to $950
- Three-year cost is approximately $_11,852_

Vacations
- Increase accumulations by 3-4 days/year
- Three-year cost is approximately $_200,522_

Bereavement Leave
- Three paid work days for each immediate family member
- Three-year cost is approximately $_10,780_

Day After Thanksgiving or Christmas Eve
- Day off on either day
- If required to work on day off, utilize another day
- Three-year cost is approximately $_53,382_

Total: Approximately $_574,882_

PERS: $_176,993_

Grand Total: Approximately $_751,875_

8/21/26

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MARION COUNTY DISTRICT ATTORNEY'S ASSOCIATION

AND

MARION COUNTY, OREGON

EFFECTIVE FROM RATIFICATION THROUGH JUNE 30, ~~2026~~ 2029

TABLE OF CONTENTS

PREAMBLE

This agreement is entered into by Marion County, Oregon, hereinafter referred to as the "Employer" or "County", and the Marion County District Attorney's Association, hereinafter referred to as the "Association."

The purpose of this agreement is to set forth those agreed to matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

It is understood and agreed that the Employer bears responsibility in the administration of employment conditions for Marion County as provided by Oregon Revised Statutes and this Agreement.

The parties agree as follows:

ARTICLE 1 – RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all Deputy District Attorneys, except supervisory and managerial employees, and specifically excluding Trial Team Lead/Supervisors. The term "employee" means any person employed one-half (½) time or more of the regular work schedule in a regular position and does not include temporary employees.

ARTICLE 2 – MANAGEMENT'S RIGHTS

It is recognized that an area of responsibility and authority must be reserved to the Employer and the District Attorney if county government is to serve the public effectively. Except to the extent expressly abridged by a specific provision of this agreement, it is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the Employer and District Attorney and are not subject to negotiation. By way of illustration and not of limitation, the following are listed in such management functions:

A. The determination of the governmental services to be rendered to citizens of Marion County.

B. The determination of the county's financial, budgetary, accounting, and organization policies and procedures.

C. The right to establish, amend, abolish and administer separate personnel and employment benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures and programs promulgated under any other term of this agreement.

D. The management and direction of the work force including the right to determine the methods, processes and manner of performing work; the establishment of new positions and the determination of the duties and qualifications to be assigned or required; the right to hire, promote, demote, reassign and retain employees; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the office or divisions; the right to determine shifts, assignments, non-disciplinary reassignments, and schedules of work; the right to purchase, dispose and assign equipment or supplies; the right to set standards for appearance and equipment; the right to formulate, change or modify office rules, regulations and procedures; the right to take all necessary action to carry out its mission on emergency.

The rights of the employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement. Subjects covered by the terms of this Agreement are closed to further bargaining for the term hereof, except as require by changes to law, and any subject which was or might have been raised in the course of collective bargaining is closed for the term hereof except as provided in ORS 243.698 or in this Agreement.

This article shall not preclude the Association and the Employer and District Attorney from either 1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties; or 2) negotiating, by mutual agreement, during the open negotiation period before termination as provided in Article 31, Life of Agreement and Termination, or 3) negotiating during the open term outside of formal successor negotiations when the parties mutually agree to so negotiate.

ARTICLE 3 – NOTICES FOR MANDATORY SUBJECTS OF BARGAINING

Section 1. Prior to planned adoption or implementation, the County shall provide to the Association a copy of any new or proposed modification to an existing rule, policy, and/or procedural statement, which directly relates to a mandatory subject of bargaining for the purpose of soliciting written comments or discussion.

Section 2. The Association shall have the opportunity to request a meeting with the District Attorney and/or the County for the purpose of providing comment or seeking clarification of the intent of the proposed new or modified rule, policy, and/or procedural statement in this article. The Association will submit a written demand to bargain changes to mandatory subjects as it deems appropriate.

Section 3. The opportunity to exercise the options listed in Sections 1 and 2 in this article will ordinarily be accomplished within fifteen (15) calendar days.

Section 4. Should the Association respond within the time limits specified above and request bargaining over the new or proposed modification of a rule or policy, the parties will meet as soon as possible to do so. Neither this article nor any other provision of this agreement shall in any way constitute a waiver of the Association's right pursuant to ORS Chapter 243 to bargain on new rules, policies, and procedures and/or changes in current rules, policies, and procedures, which are mandatory subjects of negotiations.

ARTICLE 4 – ASSOCIATION SECURITY

Section 1. Requests for Association membership shall first come to the Association. The Association will submit written or electronic membership authorizations to the Employer. For all membership applications submitted by the Association to the Employer on or before the tenth (10th) of the month, dues deductions shall be made for the month in which the application is submitted. Any written requests for Association membership, or deductions, which the Employer received directly shall be promptly forwarded to the Association for processing. The Association will maintain the verification records (written, electronic, or recorded authorizations) and will provide copies to the County upon request.

Section 2. Dues will continue to be deducted until the employee rescinds the request in writing. Copies of all such requests for membership cancellation shall be transmitted to the Association.

Section 3. The aggregate deductions of all employees together with an itemized statement shall be remitted to the Association no later than the tenth (10th) of the month following the month for which the deductions were made. The itemized listing of Association members shall reflect employee terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, pay changes, name changes, or any other personnel action, which would affect the amount of dues withheld.

Section 4. The Employer agrees to adjust the dues amount for employees when notified in writing of a dues amount change by the Association.

Section 5. The Association shall indemnify and save the Employer harmless against any and all claims, damages, suits, or other forms of liability, which may arise out of actions taken or not taken by the Employer that the Association does not communicate to the Employer, does not accurately communicate to the Employer, or does not timely communicate to the Employer for the purpose of complying with dues deductions. The Employer is responsible for complying with this article and any errors, omissions and/or failure to comply with this article, not attributed to the Association, remain the responsibility of the Employer.

ARTICLE 5 – HOURS OF WORK

Section 1. Exempt Status. The Association and the County recognize that employees are FLSA exempt professional employees, and that hours of work, days of work and work locations will vary according to workload and will include on-call duties as determined by the District Attorney.

Section 2. Regular Hours. The parties agree that generally, full-time employees are expected to work either: (1) an eight (8) hour, five (5) day workweek; (2) a ten (10) hour, four (4) day workweek; or (3) any other workweek as allowed by Marion County Personnel Rules or at the discretion of the District Attorney. Regular hours may be different for individual members of the Association; however, all workweeks are subject to approval of the District Attorney. The Association recognizes that workweek accommodations on an individual basis are burdensome, however accommodations shall not be unreasonably denied. The Marion County District Attorney's Office business hours in office are Monday through Friday, 8:00 AM through 5:00 PM with a one (1) hour lunch break. Hours of work, within the normal workweek, shall be determined by the District Attorney.

Section 3. Regular Workweek. Except as provided in Section 2 of this article, each regular workweek shall consist of not more than five (5) consecutive days with two (2) consecutive days off. It is expressly understood that during periods of trial preparation, trial, on-call rotations, on-call call-out responses and similar work obligations, employees may exceed the number of days in a regular workweek. The employee and the District Attorney shall adjust the workweek and reporting requirements for these foreseeable events, and allow for flexibility in scheduling work hours and work locations to accommodate the completion of work obligations.

Section 4. Workday. All employees shall be generally scheduled to work a regular workweek. As exempt professionals, employees may occasionally be required to exceed the regular work shift for on-call work, trial preparation, trial, and other circumstances or situations requiring the presence of personnel to conduct county business. An emergency does not constitute failure to plan for other employees' use of scheduled vacation time, but may encompass an unexpected utilization of sick time if it causes the office to fall below acceptable staffing levels.

Section 5. Flexible Work Schedules. The parties expressly understand that due to the nature of the work being conducted by the employee, and because the employee will be required to occasionally exceed the regular workweek and hours, the District Attorney or designee and an employee may agree upon non-recurring, intermittent, temporary irregular hours or irregular workweek. To the extent the Marion County Personnel Rules differ, this Agreement takes precedence.

ARTICLE 6 – HOLIDAYS

Section 1. Holidays. The following days are legal holidays for regular employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	
Independence Day	

All legal holidays designated by the Board of Commissioners.

Holiday compensation shall equal the number of hours regularly scheduled for the day the holiday falls on ("day for a day").

~~**Section 2. Personal Holidays.** Regular employees whose budgeted full-time equivalent (FTE) is equal to or greater than 0.5 (50%) are entitled to two (2) personal holidays each calendar year. Such holidays shall be one (1) regular work shift each and are to be taken during the calendar year in which the holidays are earned and may not be carried forward into the following year. The personal holiday shall be scheduled in accordance with Article 7, Vacations.~~

~~**Section 3. Commissioners' Day.** If granted by the Board, current regular employees may utilize a special Commissioners' Day. This day shall be taken in accordance with Commissioners' Day guidelines. The Commissioners' Day shall be scheduled with supervisor approval and in a manner that will provide adequate staff to maintain service.~~

Section 4~~2~~. Weekend Holiday. Whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday. Holidays, which occur during paid vacation or sick leave with pay, shall not be charged against vacation or sick leave accruals.

ARTICLE 7 – VACATIONS

Section 1. Vacation Accumulation. ~~After having served in the county service for six (6) consecutive, full calendar months, full-time employees shall have access to accrued vacation leave.~~ Vacation leave shall be credited as follows for full-time employees:

	Hours/Pay Period	Hours/Year
Day 1 through 3rd year of continuous service	~~4.000~~5.231	~~104~~136.000
After 3rd year of continuous service through 5th year	~~4.308~~5.538	~~112~~143.988
After 5th year of continuous service through 10th year	~~4.924~~5.846	~~128~~151.996
After 10th year of continuous service through 15th year	~~5.539~~6.769	~~144~~175.994
After 15th year of continuous service through 20th year	~~6.462~~7.385	~~168~~192.010
After 20th year	~~7.385~~8.308	~~192~~216.008

All annual vacation accruals reflected above shall be equally accrued/distributed each pay period.

Section 2. Continuous Service. Continuous service for the purpose of determining eligibility for accelerated vacation accumulation rates shall be service in a regular position unbroken by separation from the county service, except that time spent by an employee on military leave, on an authorized leave of absence with pay, or on a leave without pay resulting from a compensable on-the-job injury, shall be included as continuous service. Time spent on other types of authorized leave will not count as part of continuous service except employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave. Any employee, who held a regular position and who separates from employment with the county and who is subsequently re-appointed by the County in a regular position within one (1) year from the date of such separation, shall be allowed to use such prior service for the purpose of determining eligibility for accelerated vacation accumulation rates.

Section 3. Part-Time Employees. Regular part-time employees may accrue vacation leave in an amount proportionate to that which would be accrued under regular full-time employment. To be eligible for vacation accrual, a part-time employee must work one-half (½) or more of the regularly scheduled working hours per week for full-time employees.

Section 4. Vacation Scheduling. Employees shall submit vacation requests for approval to their supervisor. Approval of requested vacation is in the discretion of their supervisor or the District Attorney or designee, but vacation requests will not be unreasonably denied.

Section 5. Accumulation of Vacation Credits. Employees shall not accumulate vacation leave in excess of two hundred fifty (250) hours. Any employee who is about to lose vacation credit because of accrual limitations may, by notifying the employee's appointing authority five (5) working days in advance, absent themselves to prevent loss of this time, or at the Employer's option, receive payment for forty

(40) hours of vacation. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. While on a leave without pay that exceeds fifteen (15) calendar days, vacation leave shall not accrue. Any employee, who is granted a leave of absence without pay, shall first be scheduled for any vacation leave, which have accrued to his/her credit before he/she commences leave without pay. Each employee's accumulated vacation shall be reported to them bi-weekly.

If an employee has accumulated at least three (3) weeks of vacation leave, the employee may choose to cash out one (1) week of vacation. This option is limited to one (1) occurrence per fiscal year.

Employees who are on extended workers' compensation paid time loss shall not suffer a loss of vacation credits as a result of this limit (accrual cap of 250 hours). The employee on workers' compensation will accumulate vacation over the maximum limit of two hundred fifty (250) hours for a period not to exceed six (6) months. Amounts accrued in this manner which are above the limit shall be used within six (6) months of return to work.

Section 6. Except for emergencies, the District Attorney shall not schedule employees for any assignments during their scheduled vacation.

Section 7. Compensation Credits. Employees hired before July 1, 2008, shall receive three (3) normal workweeks of vacation, to be taken as leave with pay or, at the employee's option, the employee shall receive compensation for three (3) normal workweeks, accrued at the employee's regular hourly rate of pay. The employee must exercise this option with each fiscal year (computations will be based on the employee's hourly rate at the time of the request). The benefit cannot be carried forward into the next fiscal year.

If an eligible employee elects to receive the credits as pay, it must be paid in increments equal to one (1) workweek. No partial pay (less than one (1) workweek) is allowed.

An eligible employee may schedule the vacation portion of the benefit one (1) day at a time or as regularly scheduled hours for that day, subject to the approval of the department head.

If an employee has compensation credits remaining in June (at the end of the fiscal year), the employee may request payment for the balance. The employee must include the remaining compensation credit hours on a timecard during a pay periods that will result in a paycheck dated no later than the end of the fiscal year in which the compensation credit was accrued.

This benefit is to be used by the employee based on their employment status at the time the request is made. Payments or time off will be prorated based on the employee's work status.

Section 8. Sunset of Compensation Credits. Employees hired on or after July 1, 2008, will not receive compensation credits. In lieu of receiving compensation credits, new employees will receive a higher rate of pay generated by rolling the value of the compensation credits (three point eight four percent (3.84%)) into the base rate of pay.

Section 9. Opting-Out of Compensation Credits. Employees hired before July 1, 2008, may make a one-time, permanent election to opt-out of compensation credits provided in Section 7 of this article, in return for the higher salary provided in Section 8 of this article. Once enrolled in this program, an employee may not return to receiving compensation credits and pay at the lower salary schedule.

ARTICLE 8 – SICK LEAVE

Section 1. Sick leave shall be earned by each employee in a regular, full-time position at the rate of three point six nine three (3.693) hours per pay period for those working forty (40) hours per week and may be accumulated without limit. Such sick leave accrual will be proportional based on the employee's FTE and may be accumulated without limit. Sick leave shall not accrue if the employee is in leave without pay status the entire pay period. Sick leave usage shall be on an hourly basis and correspond to the number of hours the employee is scheduled to work.

Section 2. Employees may utilize their earned sick leave credits when unable to perform their work duties for any reason specified in ORS 653.616.

Section 3. The County may require certification of a physician or practitioner to substantiate that an illness or injury prevents the employee from working. Sick leave time exceeding one (1) workweek or when there is an established pattern of sick leave usage may require medical verification. "Pattern of sick leave usage" is defined as a repetitive pattern of sick leave usage consistently tied to holidays and/or days off or other pattern suggesting abuse.

Section 4. Should the employee be required to undergo a physical examination, the Employer shall bear any cost of such examination that is not covered by insurance.

Section 5. The amount of authorized bereavement leave shall be the amount required under state and/or federal protected leave laws. The County shall provide for three (3) work days paid bereavement leave for each immediate family member which shall count towards the statutorily mandated leave if the employee qualifies. The remaining bereavement leave approved shall be charged to accumulated leave in accordance with the Marion County Personnel Rules, and consistent applicable law.~~Bereavement leave approved shall be charged to accumulated leave in accordance with the Marion County Personnel Rules, and consistent with FMLA/OFLA and Paid Leave Oregon (PLO).~~ Paid bereavement leave must be used within sixty (60) days of the death of the family member, unless approved otherwise by the chief human resources officer or designee.

Section 6. For the purposes of this article, immediate family has the meaning established by protected leave laws and Marion County Personnel Rules. The County may grant leave under the terms of this article for relationships other than those set forth at the County's discretion.

Section 7. The County may authorize sick leave without pay not to exceed one (1) year duration or until such employee is released by the employee's physician, whichever comes first. Sick leave without pay shall not be granted until all earned sick leave has been exhausted. Under the discretion of the County, if earned sick leave has been exhausted, the employee may use vacation leave.

Section 8. Any employee, who is ill and unable to report to work, shall notify their immediate supervisor as soon as reasonably possible, at least one (1) hour before the start of the next scheduled workday. In the case of a continuing illness, the employee shall keep his/her immediate supervisor advised of his/her inability to report to work.

Section 9. An appointing authority may reappoint a former employee to a position in the classification the employee previously held within the same department. This process is subject to the approval of human resources. The reappointment must occur within twelve (12) months of the date of separation from the County. Upon reappointment, the County will restore all of an employee's previous sick leave credit.

Section 10. Sick Leave Conversion. Regular employees working a 40 (forty)-hour workweek schedule who have accumulated at least one hundred ten (110) hours of sick leave may convert a minimum of twenty-four (24) hours to three (3) personal days. Converted hours will only be used in full-day increments, cannot be cashed out, and will not be paid out upon termination of employment. Employees may exercise this sick leave conversion option only once per calendar year, provided they continue to meet the 40 (forty)-hour workweek schedule and sick leave accumulation requirements at the time of the request. Personal days must be used during the calendar year in which they were converted and may not be carried forward into the following year. Scheduling of personal days shall be in accordance with Article 7, Section 4, Vacation Scheduling, subject to department approval.

ARTICLE 9 – PROTECTED LEAVE

Protected leave is available for qualifying employees in the form of family, medical, domestic violence, and military leave in conformance with the Family Medical Leave Act (FMLA), Oregon Family Medical Leave Act (OFLA), Oregon Victims of Certain Crimes Leave Act (OVCCLA), and Oregon Military Family Leave Act (OMFLA) and Paid Leave Oregon (PLO).

PLO is a state administered insurance program providing full or partial wage replacement for employees who experience qualifying events, as defined by law. The Employer will pay its portion of the PLO contribution and employees will pay their portion of the PLO contribution. Whether and to what extent an employee uses PLO is at the election of the employee.

Employees may use their PLO leave as allowed by law.

The administration and implementation of these acts will be in accordance with law.

Any conflicts in the administration or interpretation of the provisions under either law shall first be resolved by the application of the appropriate federal and/or state statute.

ARTICLE 10 – OTHER LEAVES

Section 1. Absence With Pay. An employee holding a position in the county service shall be granted a leave of absence with pay for: (a) service with jury; (b) appearance before a court, legislative committee or judicial or quasi-judicial body; as a witness in response to a subpoena or other direction by proper authority. This section does not apply to appearances, which are of a non job-related personal nature, for example, a divorce proceeding. Employees, who are excused from jury service or court appearance before the end of the workday, shall immediately report their availability for assignment to their supervisor. All jury and witness fees, except mileage and meals, received by the employee shall be turned over to the county. Under no circumstances is an employee entitled to receive leave of absence with pay for appearance before a court, legislative committee or judicial or quasi-judicial body as a party or witness in response to a subpoena or other direction by proper authority where the employee is a party in the case unless the employee is a party because of their employment with Marion County.

Section 2. Absence Without Pay. In instances where the work will not be seriously impeded by the temporary absence of an employee, the District Attorney and/or County may authorize a leave without pay not to exceed one (1) year. During such absence, the employee shall not be considered to be on the payroll of the Employer. Such leave will be requested in writing and must establish reasonable justification for approval of the request and will not be approved for an employee who is accepting employment outside the County's service. Any employee who is granted a leave of absence without pay, shall first be scheduled for any vacation time that has accrued to his/her credit before he/she is placed on leave without pay.

Section 3. Absence Paid by County Workers' Compensation Program. An employee may utilize sick leave or vacation credit to augment benefits paid under the workers’ compensation program. When returned to work, the employee will be paid at the rate for the job to which the employee is assigned, which includes all merit and cost-of-living increases that normally would be granted during the time away from work as a result of the on-the-job injury.

A. The Employer shall provide workers' compensation insurance as required by state law. Employees, who become eligible for workers' compensation, shall be provided all benefits and rights in accordance with workers’ compensation administrative rules and regulations, and nothing in this article is intended to diminish those benefits and rights.

B. The Employer will pay for all county-paid benefits for employees who have filed accepted workers' compensation claims whether or not the employee augments his/her time loss with sick leave, vacation leave or other accrued leave up to six (6) months from the date of injury.

Section 4. Military and Peace Corps Leave. Military and Peace Corps leave shall be granted in accordance with Oregon Revised Statutes.

Section 5. Temporary Interruption of Employment. Any temporary interruption of employment because of adverse weather conditions, shortage of supplies, or for other bona fide unexpected or unusual reasons, which does not exceed ten (10) days, shall not be considered a layoff if, at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment may be charged to the following accrued leave: vacation leave, personal ~~holi~~day(s), compensation credit leave or may be recorded as leave without pay at the employee's option.

Section 6. Failure to Return from Leave. Any employee, who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his/her position with the Employer and his/her position shall thereupon be declared vacant, except and unless the employee, prior to the expiration of his/her leave of absence, has furnished evidence that he/she is unable to return to work by reason of sickness, physical disability, or other legitimate reasons beyond his/her control. Such leave shall not exceed a total duration of one (1) year.

Section 7. Personal ~~Holidays~~ Days. Regular employees whose budgeted full-time equivalent (FTE) is equal to or greater than 0.5 (50%) are entitled to two (2) personal days each calendar year. Such days shall be one (1) regular work shift each and are to be taken during the calendar year in which the days are earned and may not be carried forward into the following year. The personal days shall be scheduled in accordance with Article 7, Vacations.

Section 8. Commissioners' Day. If granted by the Board, current regular employees may utilize a special Commissioners' Day. This day shall be taken in accordance with Commissioners' Day guidelines. The Commissioners' Day shall be scheduled with supervisor approval and in a manner that will provide adequate staff to maintain service.

Section 9. In each calendar year, the employee may choose to take one (1) full day off on either the Day After Thanksgiving or Christmas Eve, with prior supervisor approval. The day not chosen by the employee will become a regular workday.

If an employee is required to perform work on the day after Thanksgiving or Christmas Eve, the employee shall be provided with one additional day off to be utilized at another time. The day off shall be scheduled with supervisor approval and will not carry over into the following year or be paid out.

ARTICLE 11 – HEALTH, WELFARE, AND RETIREMENT BENEFITS

Section 1. Marion County Benefits Plan. Marion County shall, within the maximum contribution provided by the County, attempt to provide the best value, most effective health, dental and vision benefits available for employees and their families. The County agrees to pay the full premium for life insurance equal to the employee's base annual salary and for long-term disability benefits equal to 66 2/3% of employee's base earnings for each eligible employee. Employees will be allowed to use a Section 125 plan for health care, dependent care, transportation, and health insurance premium expenses, as allowed by law.

Section 2. Optional Insurance Benefits. Employees desiring to participate in other optional insurance programs currently authorized by the board may do so at their expense with their payroll withholding. Employees on a non-paid leave status must make their own arrangements with Marion County's Payroll staff to continue the employee cost/portion of insurance benefits at their own expense, subject to the contract terms and conditions between the County and the insurance carriers, and the County will continue to pay the Employer share of the cost/portion of the insurance benefit.

Section 3. Employer Health Insurance Contributions.

The County and the association agree to reopen Article 11, Section 3 on 9/1/26 to discuss the employer and employee contributions if the County changes its medical benefits structure.

Effective July 1, 2026 the County agrees to contribute up to one thousand eight hundred and ninety-six dollars ($1,896) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2027, to December 31, 2027.

The County agrees to contribute up to one thousand nine hundred forty-six dollars ($1,946) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2028, to December 31, 2028.

The County agrees to contribute up to one thousand nine hundred ninety-six dollars ($1,996) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2029, to December 31, 2029.

Section 4. Any dispute on whether changes to a benefit plan comply with this article shall be submitted directly to final and binding arbitration within thirty (30) days of notice to the Association by the County.

Section 5. Retirement. The Employer agrees to continue its participation in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP).

The parties agree the Employer will contribute an amount equal to six percent (6%) of the eligible employee's wages to be remitted to Oregon PERS. After any required adjustments, Oregon PERS will distribute the net amount to the employee's Individual Account Program (IAP). For the limited purposes of the Internal Revenue Code Section 414(h)(2) and related tax statutes, the employee's contribution to PERS will be picked up by the County as a pre-tax contribution as the term "pick-ups" is used in the Internal Revenue Code. It is the intention of the parties that these provisions should, in substance if not in absolute form, result in no substantial additional cost to the County and no substantial effect on the net pay of employees.

If this agreement is determined to be unlawful, ineffective, or unenforceable by a final order of a court or agency of competent jurisdiction and if such order requires any payment by the County or payment to the County by one or more members of the Board of Commissioners or any officer or employee of the county as a result of such determination, the Association, its individual members, and any successor organization agree that individual bargaining unit members will repay any salary, retirement benefits improperly paid, and taxes of FICA, including any ordered interest.

Should this hold harmless obligation need to be implemented, the means and methods of doing so shall be agreed by the parties but shall require fulfillment of the obligation within one year from the expiration of all appeals applicable to the determination necessitating the implementation. Nothing in this agreement, however, shall prevent Marion County and the Association from negotiating lawful wage or benefit provisions which utilize dollars subject to repayment. In the event the County is sued based on the provisions of this agreement, the Association agrees to join with the Employer in litigation defending the terms of this agreement.

Section 6. Employee Participation. Employees desiring to participate in other optional insurance programs currently authorized by the Board may do so at their expense on payroll withholding.

Employees on a non-paid leave status must make their own arrangements with the Employer's payroll department to continue the employee's portion/cost of insurance benefits at their own expense, subject to the contract terms and conditions between the employee and the insurance carriers.

Section 7. 401(K) Plan. The County will establish and maintain and continue its 401(K) accounts for members of the bargaining unit and will contribute two and one-half percent (2.5%) of the actual, gross amount paid to each employee into an employer account in the employee's name, without disruption.

ARTICLE 12 – WAGE ADJUSTMENT

Section 1. Wages are reflected in Exhibit A – Salary Schedule

Effective ~~and retroactive to~~ July ~~1, 2023~~2, 2026, all employees shall receive a ~~five~~ two percent (~~5~~2%) wage increase across the board, and Exhibit A will be adjusted to reflect the increase in wages.

Effective July 1, ~~2024~~ 2027, all employees shall receive a ~~three and one-half~~ two percent (~~3.5~~2%) wage increase across the board. Exhibit A will be further adjusted to reflect the additional ~~three and one-half~~ two percent (~~3.5~~2%) across the board increase in wages.

Effective July 1, ~~2025~~ 2028, all employees shall receive a three ~~and one-half~~ percent (3~~.5~~%) wage increase across the board. Exhibit A will be further adjusted to reflect the additional three ~~and one-half~~ percent (3~~.5~~%) across the board increase in wages.

Section 2. Longevity. Regular employees shall be eligible for Longevity 1 pay increase after being on Step 7 of the current pay range for one (1) full year AND employed with the county for a minimum of ten (10) years. Regular employees shall be eligible for Longevity 2 pay increase after being on Longevity 1 of the current pay range for a full year AND employed with the county for a minimum of fifteen (15) years. Regular employees shall be eligible for Longevity 3 pay increase after being on Longevity 2 of the current pay range for a full year AND employed with the county for a minimum of twenty (20) years.

Section 3. Bilingual Skills. Employees, whose regular duties include the use of bilingual skills and who are assigned to translate or assist in translation or otherwise by their supervisor's direction, shall receive a five percent (5%) differential for all hours worked. Eligibility for the differential will be based on passing a valid, reliable, professionally recognized foreign language test.

ARTICLE 13 – PAY ADMINISTRATION

Section 1. Pay Plan. The Employer hereto adopted a pay plan under which employees covered by this agreement have and shall continue to be compensated. A copy of that plan is attached hereto, marked "Salary Schedule," and made a part of this agreement as Exhibit A. The Employer agrees that it will not routinely use volunteer workers to perform Deputy District Attorney work.

Section 2. Administration of Pay Plan.

A. Rates of Pay: Each employee shall be paid at one of the rates in the pay range for the classification in which he/she is employed.

B. Entrance Pay: Normally, an employee will be appointed or reinstated at the entrance rate for the classification. If the appointing authority believes it necessary to make an appointment or reinstatement above the entrance rate, the appointing authority may do so if allowed by the personnel officer.

C. Merit Increases: Merit increases shall be based on satisfactory service. Employees shall normally be eligible for in-range merit increases on their established anniversary date until such time as they have reached the top step of the classification in which he/she is employed. The eligibility date, for the purpose of this section, shall be the date upon which the employee is granted his/her first in-range merit increase to the next step of his/her pay range, which shall occur after six (6) months of employment. This eligibility date may be changed as a result of the timing of future in-range merit increases, promotions or reclassifications.

D. Eligibility for Merit Increases: A new employee shall be advanced to the next step of the pay range for his/her classification on the first of the month after six (6) full months of satisfactory service in his/her class. In those cases where a new employee is appointed above the minimum step of the pay range for his/her class, his/her eligibility for advancement to the next step shall be the same as though he/she were appointed at the minimum step, unless otherwise ordered by the Board. Thereafter, eligibility for advancement to each succeeding step of the pay range shall be after each additional year of satisfactory continuous service at the preceding step.

E. Movement to a Higher Classification: When an employee is promoted or reclassified to a position in a classification with a higher maximum pay rate, he/she shall be placed on an actual step in the new range, that will provide a minimum of a five percent (5%) increase, or to the minimum of the new range. The date of such promotion or reclassification shall establish a new anniversary date for subsequent merit increases.

F. Reassignment: When an employee is reassigned by the District Attorney to another division in a classification with the same pay range, his/her rate of pay remains the same. Such employee shall retain his/her anniversary date for merit increases.

ARTICLE 14 – ON-CALL

Employees will be assigned to be on-call on a rotating basis for one (1) week at a time. For the week the employee is on-call, the employee shall receive an additional premium of nine hundred fifty dollars ($9~~0~~50) per week. Only the scheduled on-call employee shall receive the payment.

ARTICLE 15 – PAYDAY

The Employer shall pay Association members on a bi-weekly basis using the same schedule as applicable for all other County employees. This Section shall not apply where circumstances exist beyond the control of the Employer, which cause a delay in the issuing of such checks.

ARTICLE 16 – TRAVEL ALLOWANCES

Section 1. Mileage Reimbursement. Upon prior approval by the supervisor, mileage reimbursement for the use of private vehicles shall be at the current IRS mileage rate for business use of an automobile. Mileage shall be computed from ~~the vehicle~~either actual odometer readings or from an online mapping tool.

Section 2. Other Transportation Costs. All in-state and/or out-of-state travel must be approved in advance by the District Attorney or designee. The cost of in-state transportation and/or out-of-state transportation for air, train, or bus travel shall be reimbursed on an actual cost basis. No transportation costs will be reimbursed unless the employee has received prior approval of his or her supervisor. Itemized ~~R~~receipts shall be submitted with claims for reimbursements for air, train or bus travel, and reimbursement for private automobile transportation. Travel arrangements will be made by the county and paid directly. In the event employees must pay their own travel expenses, reimbursement is on an actual cost basis. Where employees elect to drive private automobiles in lieu of plane or train transportation, reimbursement will not exceed the best available daytime airfare on the day air travel would normally be booked.

Section 3. Cost of Lodging, Meals and Other Allowances. Employees should generally use a county PCard for all travel related expenditures. When the use of a PCard is not possible, ~~T~~the Employer shall reimburse the actual cost of lodging, meals, and other related transportation expenses on an actual cost basis up to the ~~IRS~~ US Government General Services Administration (GSA) Per Diem rate. Except in the case of an emergency, the employee shall receive prior approval for all anticipated expenses. In order to receive reimbursement, an itemized receipt must be provided for all expenses. The Employer reserves the right to deny expense claims for such things as personal gifts, alcohol, entertainment or excessive expenses.

ARTICLE 17 – CELL PHONES

The Employer shall provide each member a cell phone for business use. Employees must use the Employer provided cell phone for business purposes in compliance with County policies and their personal cell phone for personal purposes.

ARTICLE 18 – HEALTH AND SAFETY REGULATIONS

Section 1. The Employer agrees to abide by and maintain in its facilities and work operations standards of safety and health in accordance with the Oregon Safe Employment Act.

Section 2. The County shall make reasonable provisions and exercise due consideration regarding the health and safety of its employees during the hours of their employment. Employees shall follow County safety regulations and traffic laws and shall use safety equipment provided by the County. Employees shall be encouraged to report to their supervisors unsafe and potentially hazardous conditions.

Section 3. Employees shall not be disciplined for refusal to operate reasonably believed unsafe equipment nor shall refusal to operate such equipment be construed as insubordination until Section 2 has been complied with unless an emergency situation exists.

ARTICLE 19 – TRIAL SERVICE PERIOD

Section 1. Initial Trial Service Period. Employees shall serve an initial trial service period of twelve (12) continuous months. An employee who is reassigned to another position in the same class prior to completion of the initial trial service period shall not restart the trial service period.

Section 2. Removal During Initial Trial Service Period. At any time during an employee's initial trial service period, the District Attorney may remove an employee if, in the opinion of the District Attorney, the employee is unable or unwilling to perform the duties satisfactorily or that the employee's work habits, conduct and dependability do not merit continuance in the service.

Section 3. Secondary Trial Service Period. Employees who move into a new classification shall serve a secondary trial service period of six (6) continuous months. An employee who is reassigned to another position in the same classification prior to completion of the secondary trial service period shall not restart the trial service period. Within the six (6) month secondary trial service period, if, in the opinion of the District Attorney, the employee is unable or unwilling to perform the duties satisfactorily at the higher classification, the employee will be placed back into the classification he/she held immediately prior to the promotion, if a position in that classification is vacant, and will not serve or re-start a trial service period in that classification.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

Section 1. The County shall impose disciplinary measures to correct employee misconduct. These measures shall be progressive in nature until, or unless, separation from County service is considered appropriate. Appointing authorities shall take appropriate and timely disciplinary action in dealing with employee misconduct. Disciplinary action shall be for cause. Progressive discipline does not preclude an appointing authority from eliminating or foregoing steps, when appropriate, due to the nature, severity, or accumulation of misconduct.

Section 2. If disciplinary action is to be taken against an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline may include but need not be limited to:

A. Oral Reprimand. This is a warning procedure rather than a disciplinary one and should serve to forestall the employee from being placed in such a position that a more severe form of formal penalty must be used.

B. Written Reprimand. The written reprimand is also a warning procedure. However, the written reprimand is used to put the employee on official notice that future abuse will result in a more severe form of action.

C. Suspension Without Pay. Suspensions are a commonly used form of discipline after an oral and written reprimand. However, it can be used sooner based upon the severity of the misconduct. The County may suspend an employee for disciplinary reasons for a period not to exceed thirty (30) days at any one time by notifying the employee and stating the reasons for this suspension in writing. No service credit may be acquired by an employee during the period of suspension, regardless of the length of suspension.

D. Reduction in Pay. Reductions in pay for limited periods of time may be used as a sanction against employees in lieu of suspension generally after an oral and written reprimand. It can be used without previous discipline if the nature and severity of the misconduct warrant the discipline. Employees will be placed on steps in any pay reduction and the reduction will not exceed one (1) year, at which time the employee will be restored to the step within the classification that they held just prior to the reduction in pay.

E. Demotions. Demotion, both in pay and to a lower classification, may be used as a form of discipline when discharge is not warranted. Such action shall be subject to the rules governing demotions.

F. Dismissal. The County may dismiss for just cause any regular employee under the County's jurisdiction.

Section 3. Due Process Notice and Meeting. In any discipline resulting in suspension without pay, reduction in pay, demotion, or dismissal, employees shall receive before the imposition of such discipline:

A. Any informal fact-finding or formal disciplinary investigation shall be conducted pursuant to Human Resources procedures as outlined on the Human Resources intranet page. Human Resources in its discretion or at the Association's request, may audio record the formal disciplinary investigatory meeting. A copy of the audio recording will be provided upon request.

B. In any discipline resulting in suspension without pay, reduction in pay, demotion, or dismissal, employees shall receive before the imposition of such proposed discipline.

C. A statement of improper conduct, inadequate performance, or other cause for discipline engaged in by the employee.

   a. A due process letter that includes a statement that suspension without pay, reduction in pay, demotion, or dismissal is being considered as a possible sanction to the stated improper conduct, inadequate performance or other cause; and

   b. A statement of the time within which the employee may choose to respond to the statement of cause and statement of discipline under consideration.

An employee, who has been notified that suspension without pay, reduction in pay, demotion, or dismissal is under consideration must be given this notice at least two (2) twenty-four (24)-hour working days prior to the date of the due process meeting.

An employee may then be suspended without pay, reduced in pay, demoted, or dismissed if:

1. The employee has responded to the statements in the notice that suspension without pay, reduction in pay, demotion, or dismissal is under consideration and the employee's response has been received and reviewed by the appointing power, or

2. The employee has not responded to the statements in the notice within the time stated in the notice that suspension without pay, reduction in pay, demotion, or dismissal is under consideration.

Suspension without pay, reduction in pay, demotion, or dismissal shall be imposed by written notice to the Association and the employee. Suspension without pay, reduction in pay, demotion, or dismissal may be effective upon delivery of notice of suspension without pay, reduction in pay, demotion, or dismissal to the employee or upon any stated time thereafter. The District Attorney shall consult with Human Resources and the County Counsel prior to the imposition of a suspension without pay, reduction in pay, demotion, or dismissal.

D. Timelines may be adjusted with mutual agreement of the parties.

Section 4. Any employee who holds regular status under this Agreement who has been the subject of a disciplinary action may appeal such action pursuant to Article 25, Grievance and Arbitration Procedure.

Section 5. Any disciplinary action (including but not limited to oral reprimands, written reprimands, suspensions without pay, reductions in pay, demotions, or dismissals) will be documented in writing. A copy of the documentation will be provided to the employee and to the Association.

ARTICLE 21 – LAYOFF

Section 1. For all employees, the date of hire will be used to determine "county seniority" for provisions of this article.

Section 2. The County may lay off an employee when the County determines it necessary to abolish a position or that a shortage of funds or work exists. The District Attorney will meet with the Association regarding the effect of the proposed layoff(s).

Layoff shall be by specific job classification and shall be in ascending order (bottom to top) of an employee's seniority, however, the County may deviate from strict seniority in the event a less senior employee has particular expertise or skill set that justifies such deviation as determined by the District Attorney.

The District Attorney will base the decision on the following factors:

- Job skill level
- Ability
- Experience
- Seniority
- Training
- Work performance
- History of discipline and/or corrective actions
- Knowledge of program, department and organization
- Special skills or certifications
- Salary savings and unit impact

The County will notify, in writing, the Association at least thirty (30) days in advance prior to the effective date of the layoff to allow the Association and the District Attorney time to meet. An employee and the Association shall be given written notice of a pending layoff at least thirty (30) working days before the effective date stating the reasons for the layoff.

Section 3. All layoffs shall occur in the following manner:

A. The County shall determine the specific positions to be vacated.

B. The County will notify, in writing, the Association at least thirty (30) days in advance to allow time to meet. The County will notify, in writing, all affected employees and the Association at least thirty (30) working days prior to the effective date of the layoff of all the employees in all affected classifications.

Section 4. An employee who has been laid off shall be placed on the layoff list in order of most recent layoff first. The term of eligibility of a laid-off employee shall be twelve (12) months from the date of layoff. Reinstatement shall be offered to those employees on the layoff list for the job classification from which they were laid off from, in descending order from top to bottom. No new employees shall be hired until all employees, who have been laid off, are given a chance to accept recall to the County. Failure to accept recall within fourteen (14) days shall cause the loss of recall eligibility.

Any person, who is subject to Section 4, shall promptly notify Marion County Human Resources of any change in his/her current address. Any recall notices sent by the County to the person pursuant to this article, shall be in writing and addressed to the last address. If the person does not receive the written notice or does not respond within fourteen (14) days of the notice, then the person waives all rights to recall.

ARTICLE 22 – GENERAL PROVISIONS

Section 1. Non-Discrimination. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, disability, national origin, sexual orientation, Association membership, or political affiliation, or any other protected status in accordance with state or federal law. The provisions of this agreement shall be applied equally to all employees in the bargaining unit in regards to hiring or promotion, firing, discipline, and discharge. The Employer will not attempt to influence any employee to resign from or decline to obtain membership in the Association, nor interfere with Association business.

Section 2. Bulletin Boards. The Employer agrees to authorize the use of bulletin board space in convenient places to be used by the Association in communicating with the employees. Bulletin boards, if used, shall contain posts of factual information related to employees and the business of the Association.

Section 3. Use of County Equipment. Association officers and stewards shall have the right to use County equipment including, but not limited to, copy machines and computers. All employees are allowed to use the County email system for Association communications on breaks and lunch hours. More than de minimis use that results in a cost to the County shall be paid by the Association.

Section 4. Association Activities. Association activities shall be conducted in a manner which will not interfere with the effectiveness and efficiency of the County's operations in serving and carrying out its responsibility to the public.

ARTICLE 23 – OUTSIDE EMPLOYMENT

The District Attorney or designee may approve outside employment when such employment does not detract from the efficiency of the employee's County work, and does not conflict with the interest of Marion County or is not a discredit to the County. If outside employment occurs during an employee's regular working hours, the employee must use applicable leave to cover the absence. Requests for outside employment shall not be unreasonably withheld.

ARTICLE 24 – ASSOCIATION REPRESENTATIVES

Section 1. The employees in the bargaining unit shall be allowed Association representatives. The Association shall keep the Employer informed as to the names of employees designated as Association representatives and stewards by sending a complete list of names to the Chief Human Resources Officer and District Attorney of those employees so designated. In any disciplinary investigative interview involving any employee, the employee shall be allowed an Association Representative, or General Counsel for the Association, if requested.

Section 2. Association representatives shall be granted reasonable time off during regular scheduled working hours without loss of pay or other benefits to investigate complaints against Association members and to process grievances when such investigations and processing of grievances does not interfere with departmental operations.

Section 3. There shall be no reprisal, coercion, intimidation, or discrimination against an Association representative for the conduct of the function described herein.

Section 4. General Conditions of Release Time. All release time granted under this article shall be subject to the following:

A. Release time is subject to the operational needs of the County. If denied for operational needs, it will immediately be rescheduled for the earliest possible time mutually agreed to.

B. Employee or steward/representative(s) shall notify their supervisor when they are leaving the worksite under the provisions of this article. In addition, the Association steward/representative(s) shall ensure that the supervisor of the grievant or witness to attend meeting or interview has been notified.

C. Notifications shall include the time and expected duration of the absence. Grievants and witnesses shall be granted reasonable paid time for such meetings/interviews.

All paid release time will be reported on the employee's timesheet under the appropriate code. Time spent on Association activities outside the employee's regular work schedule is not compensable time. The parties agree to meet and review usage and practices, as needed.

Section 5. Release time shall be provided for no more than four (4) employees to participate in contract negotiations as Association representatives, in addition to its General Counsel. Release time shall be paid at the employees' hourly rate for the actual time released from their regularly scheduled work. No other pay shall be provided to any other employee for participating in negotiations. Negotiations as used in this section shall mean scheduled formal sessions with the management bargaining team, including mediation and arbitration. In addition to release time for negotiations, employees who participate in interviews, investigations and grievance processing, including mediation and arbitration, shall be paid at the employees' hourly rate for the actual time released from their regularly scheduled work. All paid release time will be reported on the employee's timesheet under the appropriate code. Time spent on Association activities outside the employee's regular work schedule is not compensable time. The parties agree to meet and review usage and practices, as needed.

Section 6. Subject to the operating needs of the department, four (4) Association officers shall be granted unpaid leave, not to exceed two and one-half (2½) hours per month, per officer.

ARTICLE 25 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definitions.

A. A "grievance" is defined as a dispute, difference, disagreement, or complaint between the parties related to wages, hours and conditions of employment. The complaint shall include, but is not limited to, the complaint of an employee or the Association, which involves the interpretation, application of or compliance with the provisions of this Agreement.

B. "Working days" for the purpose of this Article is defined as all weekdays (i.e., Monday through Friday) not designated as a holiday under Article 6, Section 1 of this Agreement.

Section 2. Grievance Procedure – Steps.

Suspension without pay, reduction in pay, demotion, or dismissal shall be appealed directly to Step 2 of the grievance procedure. The appeal must be filed no later than ten (10) working days after the effective date of suspension without pay, reduction in pay, demotion, or dismissal. Oral reprimands and letters of reprimand may be grieved up through Step 2 and, with mutual agreement of the parties, can include mediation. If an employee later receives a more serious form of discipline, the arbitrator shall consider the merits of the reprimand in conjunction with the other discipline.

Step 1 (Informal)
Any party who believes that their contractual rights have been violated shall discuss the grievance with the employee's immediate supervisor and Association representative. Within thirty (30) working days of the date the grievant first learned of the grievance or reasonably may have been expected to have learned of it, the employee shall submit a written request for a meeting with the individual's immediate supervisor. The written request may be in the form of an email or official grievance form and shall include the employee's name, date and a brief description of the dispute with citation to the article in dispute. The parties shall hold one or more meetings, to ascertain facts, investigate issues and, acting in good faith, attempt to resolve the dispute. The parties have ten (10) working days from the date the grievant's written request was received by the grievant's immediate supervisor to resolve the dispute, move to the next step, or request an extension/waiver of the timeline.

Step 2 (Formal Grievance)
If the grievance has not been resolved in Step 1, or if the grievance arises from suspension without pay, reduction in pay, demotion, or dismissal, the Association shall file a formal written grievance with the District Attorney. A copy of the formal written grievance shall be sent to Human Resources. The grievance shall be filed by an Association representative within forty (40) working days of the original written request for a Step 1 meeting. Grievances arising from suspension without pay, reduction in pay,

demotion, or dismissal must be filed no later than ten (10) working days after the effective date of the suspension without pay, reduction in pay, demotion, or dismissal.

A formal written grievance at Step 2 shall contain:

A. The name and position of the aggrieved party by or on whose behalf the grievance is brought;

B. The date of the circumstances giving rise to the grievance or the employee's knowledge thereof;

C. A detailed statement of the grievance, including all relevant facts, which are necessary for a full and objective understanding of the parties' position. The statement shall also contain an explanation regarding what provisions of the contract have been violated. References such as "any other provision of the Agreement" shall not be considered specific and shall be deemed inadequate to invoke the provisions of this section;

D. A statement of the remedy or relief sought by the party;

E. The signature of the person submitting the grievance; and

F. The person's name and position, if other than the aggrieved employee.

The District Attorney or designee and HR shall meet with the employee and their Association steward within ten (10) working days after receipt of the formal grievance in an effort to resolve the complaint. The District Attorney or designee shall respond, in writing, to the grievance within ten (10) working days following the meeting. The written response shall include the decision and the reason for the decision. The parties may mutually agree to extend time limits in order to resolve the grievance.

Step 3

If the parties have not resolved the grievance after Step 2, either party may appeal the matter to arbitration, in writing, within twenty (20) working days of the day the written Step 2 decision was due or received, whichever is earlier. Mediation may be used as an alternative to arbitration when mutually agreed upon by both the County and the Association.

If the parties fail to mutually select an arbitrator within thirty (30) working days of the Association's request to arbitrate, the Oregon Employment Relations Board shall be requested by either party or both parties to provide a panel of nine (9) arbitrators. Both the County and the Association shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name. Then, the other party shall strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator.

The arbitrator shall not add to, subtract from, modify or alter the terms or provisions of this agreement. The power of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated and to resolve the grievance within the terms of this collective bargaining agreement. The decision of the arbitrator shall be binding on both parties. The arbitrator shall explicitly determine whether or not the terms of this agreement have been violated. Arbitrability issues shall be resolved by the arbitrator, and the arbitrator is empowered to hear a case or its merits prior to ruling on arbitrability issues.

The cost and fees of the arbitrator shall be borne by the loser who must be designated by the arbitrator. Each party shall be responsible for costs of presenting its own case to the arbitrator. Any or all time limits specified in the grievance procedure may be waived by mutual written consent of the parties.

Type of Grievance	Time to File	Step 1 (Informal)	Step 2	Step 3
Suspension without pay, reduction in pay, demotion, or dismissal	Within ten (10) working days after the effective date of the discipline.		District Attorney or designee – Copy to Human Resources – within ten (10) working days after receipt of the grievance.	Appeal to arbitration within twenty (20) working days of the Step 2 response.
Discipline, oral reprimand, written reprimand – see Article 25, Sections 1 and 2	Within thirty (30) working days after the effective date of the discipline.	Immediate Supervisor – Written request for a meeting within thirty (30) working days. Parties have ten (10) working days to resolve the issue.	District Attorney or designee – Copy to Human Resources – within forty (40) working days of the request for a Step 1 meeting.	May include mediation if mutually agreed by the parties (no arbitration).
All other grievances	Within thirty (30) working days after the violation.	Immediate Supervisor – Written request for a meeting within thirty (30) working days. Parties have ten (10) working days to resolve the issue.	District Attorney or designee – Copy to Human Resources – within forty (40) working days of the request for a Step 1 meeting.	Appeal to arbitration within twenty (20) working days of the Step 2 response.

ARTICLE 26 – LIABILITY INSURANCE

Section 1. All members of the bargaining unit are covered by the provisions of the Oregon Tort Claims Act as amended.

Section 2. Bar Complaints. If an employee is the subject of an OSB Bar Complaint arising out of the course and scope of his/her employment, the employee will cooperate with the OSB to resolve the complaint. The Employer will pay all costs associated with representation of employees to resolve OSB matters, including attorney fees.

ARTICLE 27 – TRAINING

A. Employees are required to comply with all Oregon State Bar (OSB) Continuing Legal Education (CLE) requirements.

B. For training scheduled by management:

   1. The District Attorney may provide in-house training and apply for OSB CLE credits. Employees are encouraged and expected to attend these in-house CLEs.

   2. The District Attorney may seek volunteers or assign employees to prepare and present CLEs.

   3. All in-house CLEs may be recorded, and if recorded, the materials will be made available for later viewing by DDAs who are unable to attend the live sessions.

C. ODAA Summer Conference

   1. The Employer shall attempt to allow up to twenty (20) employees to attend the ODAA Summer Conference at one time, subject to staffing requirements.

   2. Employees may request permission to attend the ODAA Conference from their supervisor, with priority given to those employees who have not attended previously or recently.

   3. The Employer will pay the costs of travel, per diem, lodging and registration on behalf of employees approved to attend the ODAA conference.

ARTICLE 28 – BAR DUES

Each year, the County will pay the OSB bar dues for all DDA employees when due and in a timely manner. Individual DDAs are responsible to file the appropriate form with OSB for Professional Liability waivers due to government public service.

ARTICLE 29 – SCOPE OF AGREEMENT

This document constitutes the sole and complete agreement between the Association and the Employer and embodies all the terms and conditions governing the employment of employees in the negotiating unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is or may be subject to negotiation. Standards of employment related to wages, hours and working conditions that constitute mandatory subjects of bargaining shall be continued at not less than the level in effect at the time of the signing of this agreement.

ARTICLE 30 – DRUG AND ALCOHOL TESTING

Section 1. The parties agree there will be no random drug testing of employees other than those employees required to maintain a commercial driver's license (CDL).

Section 2. When the Employer has reasonable suspicion, as defined in Section 3, to suspect that an employee is under the influence of alcohol, drugs or other controlled substances, the Employer may require the employee to undergo drug and/or alcohol testing.

Section 3. Reasonable suspicion means an objective belief based on specific, articulable observations of an employee's condition, behavior, or performance that the employee may be under the influence of alcohol, drugs, or other controlled substances. Examples include, but are not limited to, unusual behavior, slurred speech, poor coordination, slow reaction time, unexplained or reoccurring accidents or injury, appearance, or odors of an alcoholic beverage.

Section 4. Reasonable suspicion testing will be by breathalyzer, blood or urine sample analysis.

Alcohol testing will be conducted by use of a breathalyzer. Drug testing will be conducted by a certified laboratory analysis of a urine or blood sample. Blood and urine testing shall be conducted by selected laboratories which are licensed and operate in accordance with ORS 438.010 and OAR 333-24-305 through 350. Any affected employee will be provided with paid release time to obtain a second test by his/her own physician or laboratory. The Employer also reserves the right to test for use of controlled substances as a condition of initial hiring.

Whenever reasonable suspicion testing is required of an existing employee, the Employer shall notify the Association representative. The Employer shall provide the Association with information, facts, evidence, etc., which supports the need for such testing.

ARTICLE 31 – LIFE OF AGREEMENT AND TERMINATION

This agreement shall terminate June 30, ~~2026~~ 2029. If either party wishes to renew or modify this agreement as of its termination, the party shall give written notice of its intent to renew or modify to the other party by November 1, ~~2025~~ 2028. Negotiations shall begin at such time as agreed by the parties. The agreement shall remain in full force and effect during the period of such successor negotiations.

ARTICLE 32 – SAVINGS CLAUSE

Should any section or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, be in violation of or made illegal through enactment of federal or state law, or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 33 – DEFINITIONS

Unless another meaning is specifically provided in a given article or section, the following definitions apply to these terms as used throughout this agreement:

"Continuous Service Date" is the first day of employment for all employees hired after the implementation of Marion County's Oracle system on January 1, 1999. The County bases the continuous service date for employees hired before the implementation of the Oracle system on the time of the month in which the employee was hired. In this case, the continuous service date for an employee hired on the first of the month is the employee's actual hire date. The continuous service date for an employee hired mid-month is the first of the month following the employee's hire date. Continuous service date is subject to the following adjustments:

- adding one (1) month for each calendar month during which the employee was on unpaid leave status for more than ten workdays.
- for prior service following reappointment within twelve months of separation under the Marion County Personnel Rules.
- adding one month for each calendar month during which the employee was off the payroll for more than ten workdays.

The Employer will not adjust the continuous service date for employees on unpaid military leave, Workers' Compensation, or family medical leave, FMLA, OFLA or PLO.

"Continuous service" is county service unbroken by an absence without pay of more than ten workdays in a calendar month.

"County seniority" means length of service as measured by an employee's continuous service date.

"Day" means calendar day.

"Job assignment" refers to an employee's job classification, i.e. DDA 1, DDA 2, DDA 3, DDA 4.

"Office" or "department" means the Marion County District Attorney's Office.

"Pay period" is a designated bi-weekly period for calculating compensation.

IN WITNESS WHEREOF, the parties hereto have set their hand this _____ day of _________ ~~2023~~ 2026.

FOR THE ASSOCIATION

____
~~Kyana Hughes~~Justin Barbot-Wheaton, MCDAA President

FOR THE EMPLOYER

____
Colm Willis, Commissioner

____
Kevin Cameron, Commissioner

____
Danielle Bethell, Commissioner

____
Jan Fritz, Chief Administrative Officer

____
Paige Clarkson, Marion County District Attorney

____
Salvador LLerenas, Chief Human Resources Officer

____
Cody Walterman, Human Resources Labor Counsel

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MARION COUNTY DISTRICT ATTORNEY'S ASSOCIATION

AND

MARION COUNTY, OREGON

EFFECTIVE FROM RATIFICATION THROUGH JUNE 30, 2029

TABLE OF CONTENTS

PREAMBLE

This agreement is entered into by Marion County, Oregon, hereinafter referred to as the "Employer" or "County", and the Marion County District Attorney's Association, hereinafter referred to as the "Association."

The purpose of this agreement is to set forth those agreed to matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

It is understood and agreed that the Employer bears responsibility in the administration of employment conditions for Marion County as provided by Oregon Revised Statutes and this Agreement.

The parties agree as follows:

ARTICLE 1 – RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all Deputy District Attorneys, except supervisory and managerial employees, and specifically excluding Trial Team Lead/Supervisors. The term "employee" means any person employed one-half (½) time or more of the regular work schedule in a regular position and does not include temporary employees.

ARTICLE 2 – MANAGEMENT'S RIGHTS

It is recognized that an area of responsibility and authority must be reserved to the Employer and the District Attorney if county government is to serve the public effectively. Except to the extent expressly abridged by a specific provision of this agreement, it is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the Employer and District Attorney and are not subject to negotiation. By way of illustration and not of limitation, the following are listed in such management functions:

A. The determination of the governmental services to be rendered to citizens of Marion County.

B. The determination of the county's financial, budgetary, accounting, and organization policies and procedures.

C. The right to establish, amend, abolish and administer separate personnel and employment benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures and programs promulgated under any other term of this agreement.

D. The management and direction of the work force including the right to determine the methods, processes and manner of performing work; the establishment of new positions and the determination of the duties and qualifications to be assigned or required; the right to hire, promote, demote, reassign and retain employees; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the office or divisions; the right to determine shifts, assignments, non-disciplinary reassignments, and schedules of work; the right to purchase, dispose and assign equipment or supplies; the right to set standards for appearance and equipment; the right to formulate, change or modify office rules, regulations and procedures; the right to take all necessary action to carry out its mission on emergency.

The rights of the employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement. Subjects covered by the terms of this Agreement are closed to further bargaining for the term hereof, except as require by changes to law, and any subject which was or might have been raised in the course of collective bargaining is closed for the term hereof except as provided in ORS 243.698 or in this Agreement.

This article shall not preclude the Association and the Employer and District Attorney from either 1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties; or 2) negotiating, by mutual agreement, during the open negotiation period before termination as provided in Article 31, Life of Agreement and Termination, or 3) negotiating during the open term outside of formal successor negotiations when the parties mutually agree to so negotiate.

ARTICLE 3 – NOTICES FOR MANDATORY SUBJECTS OF BARGAINING

Section 1. Prior to planned adoption or implementation, the County shall provide to the Association a copy of any new or proposed modification to an existing rule, policy, and/or procedural statement, which directly relates to a mandatory subject of bargaining for the purpose of soliciting written comments or discussion.

Section 2. The Association shall have the opportunity to request a meeting with the District Attorney and/or the County for the purpose of providing comment or seeking clarification of the intent of the proposed new or modified rule, policy, and/or procedural statement in this article. The Association will submit a written demand to bargain changes to mandatory subjects as it deems appropriate.

Section 3. The opportunity to exercise the options listed in Sections 1 and 2 in this article will ordinarily be accomplished within fifteen (15) calendar days.

Section 4. Should the Association respond within the time limits specified above and request bargaining over the new or proposed modification of a rule or policy, the parties will meet as soon as possible to do so. Neither this article nor any other provision of this agreement shall in any way constitute a waiver of the Association's right pursuant to ORS Chapter 243 to bargain on new rules, policies, and procedures and/or changes in current rules, policies, and procedures, which are mandatory subjects of negotiations.

ARTICLE 4 – ASSOCIATION SECURITY

Section 1. Requests for Association membership shall first come to the Association. The Association will submit written or electronic membership authorizations to the Employer. For all membership applications submitted by the Association to the Employer on or before the tenth (10th) of the month, dues deductions shall be made for the month in which the application is submitted. Any written requests for Association membership, or deductions, which the Employer received directly shall be promptly forwarded to the Association for processing. The Association will maintain the verification records (written, electronic, or recorded authorizations) and will provide copies to the County upon request.

Section 2. Dues will continue to be deducted until the employee rescinds the request in writing. Copies of all such requests for membership cancellation shall be transmitted to the Association.

Section 3. The aggregate deductions of all employees together with an itemized statement shall be remitted to the Association no later than the tenth (10th) of the month following the month for which the deductions were made. The itemized listing of Association members shall reflect employee terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, pay changes, name changes, or any other personnel action, which would affect the amount of dues withheld.

Section 4. The Employer agrees to adjust the dues amount for employees when notified in writing of a dues amount change by the Association.

Section 5. The Association shall indemnify and save the Employer harmless against any and all claims, damages, suits, or other forms of liability, which may arise out of actions taken or not taken by the Employer that the Association does not communicate to the Employer, does not accurately communicate to the Employer, or does not timely communicate to the Employer for the purpose of complying with dues deductions. The Employer is responsible for complying with this article and any errors, omissions and/or failure to comply with this article, not attributed to the Association, remain the responsibility of the Employer.

ARTICLE 5 – HOURS OF WORK

Section 1. Exempt Status. The Association and the County recognize that employees are FLSA exempt professional employees, and that hours of work, days of work and work locations will vary according to workload and will include on-call duties as determined by the District Attorney.

Section 2. Regular Hours. The parties agree that generally, full-time employees are expected to work either: one (1) hour, an eight (8) hour, five (5) day workweek; two (2) a ten (10) hour, four (4) day workweek; or three (3) any other workweek as allowed by Marion County Personnel Rules or at the discretion of the District Attorney. Regular hours may be different for individual members of the Association; however, all workweeks are subject to approval of the District Attorney. The Association recognizes that workweek accommodations on an individual basis are burdensome, however accommodations shall not be unreasonably denied. The Marion County District Attorney's Office business hours in office are Monday through Friday, 8:00 AM through 5:00 PM with a one (1) hour lunch break. Hours of work, within the normal workweek, shall be determined by the District Attorney.

Section 3. Regular Workweek. Except as provided in Section 2 of this article, each regular workweek shall consist of not more than five (5) consecutive days with two (2) consecutive days off. It is expressly understood that during periods of trial preparation, trial, on-call rotations, on-call call-out responses and similar work obligations, employees may exceed the number of days in a regular workweek. The employee and the District Attorney shall adjust the workweek and reporting requirements for these foreseeable events, and allow for flexibility in scheduling work hours and work locations to accommodate the completion of work obligations.

Section 4. Workday. All employees shall be generally scheduled to work a regular workweek. As exempt professionals, employees may occasionally be required to exceed the regular work shift for on-call work, trial preparation, trial, and other circumstances or situations requiring the presence of personnel to conduct county business. An emergency does not constitute failure to plan for other employees' use of scheduled vacation time, but may encompass an unexpected utilization of sick time if it causes the office to fall below acceptable staffing levels.

Section 5. Flexible Work Schedules. The parties expressly understand that due to the nature of the work being conducted by the employee, and because the employee will be required to occasionally exceed the regular workweek and hours, the District Attorney or designee and an employee may agree upon non-recurring, intermittent, temporary irregular hours or irregular workweek. To the extent the Marion County Personnel Rules differ, this Agreement takes precedence.

ARTICLE 6 – HOLIDAYS

Section 1. Holidays. The following days are legal holidays for regular employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Independence Day

All legal holidays designated by the Board of Commissioners.

Holiday compensation shall equal the number of hours regularly scheduled for the day the holiday falls on ("day for a day").

Section 2. Weekend Holiday. Whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday. Holidays, which occur during paid vacation or sick leave with pay, shall not be charged against vacation or sick leave accruals.

ARTICLE 7 – VACATIONS

Section 1. Vacation Accumulation. Vacation leave shall be credited as follows for full-time employees:

	Hours/Pay Period	Hours/Year
Day 1 through 3rd year of continuous service	5.231	136.000
After 3rd year of continuous service through 5th year	5.538	143.988
After 5th year of continuous service through 10th year	5.846	151.996
After 10th year of continuous service through 15th year	6.769	175.994
After 15th year of continuous service through 20th year	7.385	192.010
After 20th year	8.308	216.008

All annual vacation accruals reflected above shall be equally accrued/distributed each pay period.

Section 2. Continuous Service. Continuous service for the purpose of determining eligibility for accelerated vacation accumulation rates shall be service in a regular position unbroken by separation from the county service, except that time spent by an employee on military leave, on an authorized leave of absence with pay, or on a leave without pay resulting from a compensable on-the-job injury, shall be included as continuous service. Time spent on other types of authorized leave will not count as part of continuous service except employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave. Any employee, who held a regular position and who separates from employment with the county and who is subsequently re-appointed by the County in a regular position within one (1) year from the date of such separation, shall be allowed to use such prior service for the purpose of determining eligibility for accelerated vacation accumulation rates.

Section 3. Part-Time Employees. Regular part-time employees may accrue vacation leave in an amount proportionate to that which would be accrued under regular full-time employment. To be eligible for vacation accrual, a part-time employee must work one-half (½) or more of the regularly scheduled working hours per week for full-time employees.

Section 4. Vacation Scheduling. Employees shall submit vacation requests for approval to their supervisor. Approval of requested vacation is in the discretion of their supervisor or the District Attorney or designee, but vacation requests will not be unreasonably denied.

Section 5. Accumulation of Vacation Credits. Employees shall not accumulate vacation leave in excess of two hundred fifty (250) hours. Any employee who is about to lose vacation credit because of accrual limitations may, by notifying the employee's appointing authority five (5) working days in advance, absent themselves to prevent loss of this time, or at the Employer's option, receive payment for forty (40) hours of vacation. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. While on a leave without pay that exceeds fifteen (15) calendar days, vacation leave shall not accrue. Any employee, who is granted a leave of absence without pay, shall first be scheduled for any vacation leave, which have accrued to his/her credit before he/she commences leave without pay. Each employee's accumulated vacation shall be reported to them bi-weekly.

If an employee has accumulated at least three (3) weeks of vacation leave, the employee may choose to cash out one (1) week of vacation. This option is limited to one (1) occurrence per fiscal year.

Employees who are on extended workers' compensation paid time loss shall not suffer a loss of vacation credits as a result of this limit (accrual cap of two hundred fifty 250 hours). The employee on workers' compensation will accumulate vacation over the maximum limit of two hundred fifty (250) hours for a period not to exceed six (6) months. Amounts accrued in this manner which are above the limit shall be used within six (6) months of return to work.

Section 6. Except for emergencies, the District Attorney shall not schedule employees for any assignments during their scheduled vacation.

Section 7. Compensation Credits. Employees hired before July 1, 2008, shall receive three (3) normal workweeks of vacation, to be taken as leave with pay or, at the employee's option, the employee shall receive compensation for three (3) normal workweeks, accrued at the employee's regular hourly rate of pay. The employee must exercise this option with each fiscal year (computations will be based on the employee's hourly rate at the time of the request). The benefit cannot be carried forward into the next fiscal year.

If an eligible employee elects to receive the credits as pay, it must be paid in increments equal to one (1) workweek. No partial pay (less than one (1) workweek) is allowed.

An eligible employee may schedule the vacation portion of the benefit one (1) day at a time or as regularly scheduled hours for that day, subject to the approval of the department head.

If an employee has compensation credits remaining in June (at the end of the fiscal year), the employee may request payment for the balance. The employee must include the remaining compensation credit hours on a timecard during a pay periods that will result in a paycheck dated no later than the end of the fiscal year in which the compensation credit was accrued.

This benefit is to be used by the employee based on their employment status at the time the request is made. Payments or time off will be prorated based on the employee's work status.

Section 8. Sunset of Compensation Credits. Employees hired on or after July 1, 2008, will not receive compensation credits. In lieu of receiving compensation credits, new employees will receive a higher rate of pay generated by rolling the value of the compensation credits (three point eight four percent (3.84%)

into the base rate of pay.

Section 9. Opting-Out of Compensation Credits. Employees hired before July 1, 2008, may make a one-time, permanent election to opt-out of compensation credits provided in Section 7 of this article, in return for the higher salary provided in Section 8 of this article. Once enrolled in this program, an employee may not return to receiving compensation credits and pay at the lower salary schedule.

ARTICLE 8 – SICK LEAVE

Section 1. Sick leave shall be earned by each employee in a regular, full-time position at the rate of three point six nine three (3.693) hours per pay period for those working forty (40) hours per week and may be accumulated without limit. Such sick leave accrual will be proportional based on the employee's FTE and may be accumulated without limit. Sick leave shall not accrue if the employee is in leave without pay status the entire pay period. Sick leave usage shall be on an hourly basis and correspond to the number of hours the employee is scheduled to work.

Section 2. Employees may utilize their earned sick leave credits when unable to perform their work duties for any reason specified in ORS 653.616.

Section 3. The County may require certification of a physician or practitioner to substantiate that an illness or injury prevents the employee from working. Sick leave time exceeding one (1) workweek or when there is an established pattern of sick leave usage may require medical verification. "Pattern of sick leave usage" is defined as a repetitive pattern of sick leave usage consistently tied to holidays and/or days off or other pattern suggesting abuse.

Section 4. Should the employee be required to undergo a physical examination, the Employer shall bear any cost of such examination that is not covered by insurance.

Section 5. The amount of authorized bereavement leave shall be the amount required under state and/or federal protected leave laws. The County shall provide for three (3) workdays paid bereavement leave for each immediate family member which shall count towards the statutorily mandated leave if the employee qualifies. The remaining bereavement leave approved shall be charged to accumulated leave in accordance with the Marion County Personnel Rules, and consistent applicable law. Paid bereavement leave must be used within sixty (60) days of the death of the family member, unless approved otherwise by the chief human resources officer or designee.

Section 6. For the purposes of this article, immediate family has the meaning established by protected leave laws and Marion County Personnel Rules. The County may grant leave under the terms of this article for relationships other than those set forth at the County's discretion.

Section 7. The County may authorize sick leave without pay not to exceed one (1) year duration or until such employee is released by the employee's physician, whichever comes first. Sick leave without pay shall not be granted until all earned sick leave has been exhausted. Under the discretion of the County, if earned sick leave has been exhausted, the employee may use vacation leave.

Section 8. Any employee, who is ill and unable to report to work, shall notify their immediate supervisor as soon as reasonably possible, at least one (1) hour before the start of the next scheduled workday. In the case of a continuing illness, the employee shall keep his/her immediate supervisor advised of his/her inability to report to work.

<u>Section 9</u>. An appointing authority may reappoint a former employee to a position in the classification the employee previously held within the same department. This process is subject to the approval of human resources. The reappointment must occur within twelve (12) months of the date of separation from the County. Upon reappointment, the County will restore all of an employee's previous sick leave credit.

<u>Section 10. Sick Leave Conversion</u>. Regular employees working a 40 (forty) hour workweek schedule who have accumulated at least one hundred ten (110) hours of sick leave may convert a minimum of twenty-four (24) hours to three (3) personal days. Converted hours will only be used in full-day increments, cannot be cashed out, and will not be paid out upon termination of employment. Employees may exercise this sick leave conversion option only once per calendar year, provided they continue to meet the 40 (forty) hour workweek schedule and sick leave accumulation requirements at the time of the request. Personal days must be used during the calendar year in which they were converted and may not be carried forward into the following year. Scheduling of personal days shall be in accordance with Article 7, Section 4, Vacation Scheduling, subject to department approval.

ARTICLE 9 – PROTECTED LEAVE

Protected leave is available for qualifying employees in the form of family, medical, domestic violence, and military leave in conformance with the Family Medical Leave Act (FMLA), Oregon Family Medical Leave Act (OFLA), Oregon Victims of Certain Crimes Leave Act (OVCCLA), and Oregon Military Family Leave Act (OMFLA) and Paid Leave Oregon (PLO).

PLO is a state administered insurance program providing full or partial wage replacement for employees who experience qualifying events, as defined by law. The Employer will pay its portion of the PLO contribution and employees will pay their portion of the PLO contribution. Whether and to what extent an employee uses PLO is at the election of the employee.

Employees may use their PLO leave as allowed by law.

The administration and implementation of these acts will be in accordance with law.

Any conflicts in the administration or interpretation of the provisions under either law shall first be resolved by the application of the appropriate federal and/or state statute.

ARTICLE 10 – OTHER LEAVES

Section 1. Absence With Pay. An employee holding a position in the county service shall be granted a leave of absence with pay for: (a) service with jury; (b) appearance before a court, legislative committee or judicial or quasi-judicial body; as a witness in response to a subpoena or other direction by proper authority. This section does not apply to appearances, which are of a non job-related personal nature, for example, a divorce proceeding. Employees, who are excused from jury service or court appearance before the end of the workday, shall immediately report their availability for assignment to their supervisor. All jury and witness fees, except mileage and meals, received by the employee shall be turned over to the county. Under no circumstances is an employee entitled to receive leave of absence with pay for appearance before a court, legislative committee or judicial or quasi-judicial body as a party or witness in response to a subpoena or other direction by proper authority where the employee is a party in the case unless the employee is a party because of their employment with Marion County.

Section 2. Absence Without Pay. In instances where the work will not be seriously impeded by the temporary absence of an employee, the District Attorney and/or County may authorize a leave without pay not to exceed one (1) year. During such absence, the employee shall not be considered to be on the payroll of the Employer. Such leave will be requested in writing and must establish reasonable justification for approval of the request and will not be approved for an employee who is accepting employment outside the County's service. Any employee who is granted a leave of absence without pay, shall first be scheduled for any vacation time that has accrued to his/her credit before he/she is placed on leave without pay.

Section 3. Absence Paid by County Workers' Compensation Program. An employee may utilize sick leave or vacation credit to augment benefits paid under the workers' compensation program. When returned to work, the employee will be paid at the rate for the job to which the employee is assigned, which includes all merit and cost-of-living increases that normally would be granted during the time away from work as a result of the on-the-job injury.

A. The Employer shall provide workers' compensation insurance as required by state law. Employees, who become eligible for workers' compensation, shall be provided all benefits and rights in accordance with workers' compensation administrative rules and regulations, and nothing in this article is intended to diminish those benefits and rights.

B. The Employer will pay for all county-paid benefits for employees who have filed accepted workers' compensation claims whether or not the employee augments his/her time loss with sick leave, vacation leave or other accrued leave up to six (6) months from the date of injury.

Section 4. Military and Peace Corps Leave. Military and Peace Corps leave shall be granted in accordance with Oregon Revised Statutes.

Section 5. Temporary Interruption of Employment. Any temporary interruption of employment because of adverse weather conditions, shortage of supplies, or for other bona fide unexpected or unusual reasons, which does not exceed ten (10) days, shall not be considered a layoff if, at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment may be charged to the following accrued leave: vacation leave, personal day(s), compensation credit leave or may be recorded as leave without pay at the employee's option.

Section 6. Failure to Return from Leave. Any employee, who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his/her position with the Employer and his/her position shall thereupon be declared vacant, except and unless the employee, prior to the expiration of his/her leave of absence, has furnished evidence that he/she is unable to return to work by reason of sickness, physical disability, or other legitimate reasons beyond his/her control. Such leave shall not exceed a total duration of one (1) year.

Section 7. Personal Days. Regular employees whose budgeted full-time equivalent (FTE) is equal to or greater than 0.5 (50%) are entitled to two (2) personal days each calendar year. Such days shall be one (1) regular work shift each and are to be taken during the calendar year in which the days are earned and may not be carried forward into the following year. The personal days shall be scheduled in accordance with Article 7, Vacations.

Section 8. Commissioners' Day. If granted by the Board, current regular employees may utilize a special Commissioners' Day. This day shall be taken in accordance with Commissioners' Day guidelines. The Commissioners' Day shall be scheduled with supervisor approval and in a manner that will provide adequate staff to maintain service.

Section 9. In each calendar year, the employee may choose to take one (1) full day off on either the Day After Thanksgiving or Christmas Eve, with prior supervisor approval. The day not chosen by the employee will become a regular workday.

If an employee is required to perform work on the day after Thanksgiving or Christmas Eve, the employee shall be provided with one additional day off to be utilized at another time. The day off shall be scheduled with supervisor approval and will not carry over into the following year or be paid out.

ARTICLE 11 – HEALTH, WELFARE, AND RETIREMENT BENEFITS

Section 1. Marion County Benefits Plan. Marion County shall, within the maximum contribution provided by the County, attempt to provide the best value, most effective health, dental and vision benefits available for employees and their families. The County agrees to pay the full premium for life insurance equal to the employee's base annual salary and for long-term disability benefits equal to sixty-six and two-thirds percent 66 2/3% of employee's base earnings for each eligible employee. Employees will be allowed to use a Section 125 plan for health care, dependent care, transportation, and health insurance premium expenses, as allowed by law.

Section 2. Optional Insurance Benefits. Employees desiring to participate in other optional insurance programs currently authorized by the board may do so at their expense with their payroll withholding. Employees on a non-paid leave status must make their own arrangements with Marion County's Payroll staff to continue the employee cost/portion of insurance benefits at their own expense, subject to the contract terms and conditions between the County and the insurance carriers, and the County will continue to pay the Employer share of the cost/portion of the insurance benefit.

Section 3. Employer Health Insurance Contributions.

The County and the association agree to reopen Article 11, this Section 3 on September 1, 2026 to discuss the employer and employee contributions if the County changes its medical benefits structure.

Effective July 1, 2026 the County agrees to contribute up to one thousand eight hundred ninety-six dollars ($1,896) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2027, to December 31, 2027.

The County agrees to contribute up to one thousand nine hundred forty-six dollars ($1,946) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2028, to December 31, 2028.

The County agrees to contribute up to one thousand nine hundred ninety-six dollars ($1,996) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2029, to December 31, 2029.

Section 4. Any dispute on whether changes to a benefit plan comply with this article shall be submitted directly to final and binding arbitration within thirty (30) days of notice to the Association by the County.

Section 5. Retirement. The Employer agrees to continue its participation in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP).

The parties agree the Employer will contribute an amount equal to six percent (6%) of the eligible employee’s wages to be remitted to Oregon PERS. After any required adjustments, Oregon PERS will distribute the net amount to the employee’s Individual Account Program (IAP). For the limited purposes of the Internal Revenue Code Section 414(h)(2) and related tax statutes, the employee’s contribution to PERS will be picked up by the County as a pre-tax contribution as the term “pick-ups” is used in the Internal Revenue Code. It is the intention of the parties that these provisions should, in substance if not in absolute form, result in no substantial additional cost to the County and no substantial effect on the net pay of employees.

If this agreement is determined to be unlawful, ineffective, or unenforceable by a final order of a court or agency of competent jurisdiction and if such order requires any payment by the County or payment to the County by one or more members of the Board of Commissioners or any officer or employee of the county as a result of such determination, the Association, its individual members, and any successor organization agree that individual bargaining unit members will repay any salary, retirement benefits improperly paid, and taxes of FICA, including any ordered interest.

Should this hold harmless obligation need to be implemented, the means and methods of doing so shall be agreed by the parties but shall require fulfillment of the obligation within one year from the expiration of all appeals applicable to the determination necessitating the implementation. Nothing in this agreement, however, shall prevent Marion County and the Association from negotiating lawful wage or benefit provisions which utilize dollars subject to repayment. In the event the County is sued based on the provisions of this agreement, the Association agrees to join with the Employer in litigation defending the terms of this agreement.

Section 6. Employee Participation. Employees desiring to participate in other optional insurance programs currently authorized by the Board may do so at their expense on payroll withholding.

Employees on a non-paid leave status must make their own arrangements with the Employer's payroll department to continue the employee’s portion/cost of insurance benefits at their own expense, subject to the contract terms and conditions between the employee and the insurance carriers.

Section 7. 401(K) Plan. The County will establish and maintain and continue its 401(K) accounts for members of the bargaining unit and will contribute two and one-half percent (2.5%) of the actual, gross amount paid to each employee into an employer account in the employee’s name, without disruption.

ARTICLE 12 – WAGE ADJUSTMENT

Section 1. Wages are reflected in Exhibit A – Salary Schedule.
Effective July 2, 2026, all employees shall receive a two percent (2%) wage increase across the board, and Exhibit A will be adjusted to reflect the increase in wages.

Effective July 1, 2027, all employees shall receive a two percent (2%) wage increase across the board. Exhibit A will be further adjusted to reflect the additional two percent (2%) across the board increase in wages.

Effective July 1, 2028, all employees shall receive a three percent (3%) wage increase across the board. Exhibit A will be further adjusted to reflect the additional three percent (3%) across the board increase in wages.

Section 2. Longevity. Regular employees shall be eligible for Longevity 1 pay increase after being on Step 7 of the current pay range for one (1) full year AND employed with the county for a minimum of ten (10) years. Regular employees shall be eligible for Longevity 2 pay increase after being on Longevity 1 of the current pay range for a full year AND employed with the county for a minimum of fifteen (15) years. Regular employees shall be eligible for Longevity 3 pay increase after being on Longevity 2 of the current pay range for a full year AND employed with the county for a minimum of twenty (20) years.

Section 3. Bilingual Skills. Employees, whose regular duties include the use of bilingual skills and who are assigned to translate or assist in translation or otherwise by their supervisor’s direction, shall receive a five percent (5%) differential for all hours worked. Eligibility for the differential will be based on passing a valid, reliable, professionally recognized foreign language test.

ARTICLE 13 – PAY ADMINISTRATION

Section 1. Pay Plan. The Employer hereto adopted a pay plan under which employees covered by this agreement have and shall continue to be compensated. A copy of that plan is attached hereto, marked "Salary Schedule," and made a part of this agreement as Exhibit A. The Employer agrees that it will not routinely use volunteer workers to perform Deputy District Attorney work.

Section 2. Administration of Pay Plan.

A. Rates of Pay: Each employee shall be paid at one of the rates in the pay range for the classification in which he/she is employed.

B. Entrance Pay: Normally, an employee will be appointed or reinstated at the entrance rate for the classification. If the appointing authority believes it necessary to make an appointment or reinstatement above the entrance rate, the appointing authority may do so if allowed by the personnel officer.

C. Merit Increases: Merit increases shall be based on satisfactory service. Employees shall normally be eligible for in-range merit increases on their established anniversary date until such time as they have reached the top step of the classification in which he/she is employed. The eligibility date, for the purpose of this section, shall be the date upon which the employee is granted his/her first in-range merit increase to the next step of his/her pay range, which shall occur after six (6) months of employment. This eligibility date may be changed as a result of the timing of future in-range merit increases, promotions or reclassifications.

D. Eligibility for Merit Increases: A new employee shall be advanced to the next step of the pay range for his/her classification on the first of the month after six (6) full months of satisfactory service in his/her class. In those cases where a new employee is appointed above the minimum step of the pay range for his/her class, his/her eligibility for advancement to the next step shall be the same as though he/she were appointed at the minimum step, unless otherwise ordered by the Board. Thereafter, eligibility for advancement to each succeeding step of the pay range shall be after each additional year of satisfactory continuous service at the preceding step.

E. Movement to a Higher Classification: When an employee is promoted or reclassified to a position in a classification with a higher maximum pay rate, he/she shall be placed on an actual step in the new range, that will provide a minimum of a five percent (5%) increase, or to the minimum of the new range. The date of such promotion or reclassification shall establish a new anniversary date for subsequent merit increases.

F. Reassignment: When an employee is reassigned by the District Attorney to another division in a classification with the same pay range, his/her rate of pay remains the same. Such employee shall retain his/her anniversary date for merit increases.

ARTICLE 14 – ON-CALL

Employees will be assigned to be on-call on a rotating basis for one (1) week at a time. For the week the employee is on-call, the employee shall receive an additional premium of nine hundred fifty dollars ($950) per week. Only the scheduled on-call employee shall receive the payment.

ARTICLE 15 – PAYDAY

The Employer shall pay Association members on a bi-weekly basis using the same schedule as applicable for all other County employees. This Section shall not apply where circumstances exist beyond the control of the Employer, which cause a delay in the issuing of such checks.

ARTICLE 16 – TRAVEL ALLOWANCES

Section 1. Mileage Reimbursement. Upon prior approval by the supervisor, mileage reimbursement for the use of private vehicles shall be at the current IRS mileage rate for business use of an automobile. Mileage shall be computed from either actual odometer readings or from an online mapping tool.

Section 2. Other Transportation Costs. All in-state and/or out-of-state travel must be approved in advance by the District Attorney or designee. The cost of in-state transportation and/or out-of-state transportation for air, train, or bus travel shall be reimbursed on an actual cost basis. No transportation costs will be reimbursed unless the employee has received prior approval of his or her supervisor. Itemized receipts shall be submitted with claims for reimbursements for air, train or bus travel, and reimbursement for private automobile transportation. Travel arrangements will be made by the county and paid directly. In the event employees must pay their own travel expenses, reimbursement is on an actual cost basis. Where employees elect to drive private automobiles in lieu of plane or train transportation, reimbursement will not exceed the best available daytime airfare on the day air travel would normally be booked.

Section 3. Cost of Lodging, Meals and Other Allowances. Employees should generally use a county PCard for all travel related expenditures. When the use of a PCard is not possible, the Employer shall reimburse the actual cost of lodging, meals, and other related transportation expenses on an actual cost basis up to the US Government General Services Administration (GSA) Per Diem rate. Except in the case of an emergency, the employee shall receive prior approval for all anticipated expenses. In order to receive reimbursement, an itemized receipt must be provided for all expenses. The Employer reserves the right to deny expense claims for such things as personal gifts, alcohol, entertainment or excessive expenses.

ARTICLE 17 – CELL PHONES

The Employer shall provide each member a cell phone for business use. Employees must use the Employer provided cell phone for business purposes in compliance with County policies and their personal cell phone for personal purposes.

ARTICLE 18 – HEALTH AND SAFETY REGULATIONS

Section 1. The Employer agrees to abide by and maintain in its facilities and work operations standards of safety and health in accordance with the Oregon Safe Employment Act.

Section 2. The County shall make reasonable provisions and exercise due consideration regarding the health and safety of its employees during the hours of their employment. Employees shall follow County safety regulations and traffic laws and shall use safety equipment provided by the County. Employees shall be encouraged to report to their supervisors unsafe and potentially hazardous conditions.

Section 3. Employees shall not be disciplined for refusal to operate reasonably believed unsafe equipment nor shall refusal to operate such equipment be construed as insubordination until Section 2 has been complied with unless an emergency situation exists.

ARTICLE 19 – TRIAL SERVICE PERIOD

Section 1. Initial Trial Service Period. Employees shall serve an initial trial service period of twelve (12) continuous months. An employee who is reassigned to another position in the same class prior to completion of the initial trial service period shall not restart the trial service period.

Section 2. Removal During Initial Trial Service Period. At any time during an employee's initial trial service period, the District Attorney may remove an employee if, in the opinion of the District Attorney, the employee is unable or unwilling to perform the duties satisfactorily or that the employee's work habits, conduct and dependability do not merit continuance in the service.

Section 3. Secondary Trial Service Period. Employees who move into a new classification shall serve a secondary trial service period of six (6) continuous months. An employee who is reassigned to another position in the same classification prior to completion of the secondary trial service period shall not restart the trial service period. Within the six (6) month secondary trial service period, if, in the opinion of the District Attorney, the employee is unable or unwilling to perform the duties satisfactorily at the higher classification, the employee will be placed back into the classification he/she held immediately prior to the promotion, if a position in that classification is vacant, and will not serve or re-start a trial service period in that classification.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

Section 1. The County shall impose disciplinary measures to correct employee misconduct. These measures shall be progressive in nature until, or unless, separation from County service is considered appropriate. Appointing authorities shall take appropriate and timely disciplinary action in dealing with employee misconduct. Disciplinary action shall be for cause. Progressive discipline does not preclude an appointing authority from eliminating or foregoing steps, when appropriate, due to the nature, severity, or accumulation of misconduct.

Section 2. If disciplinary action is to be taken against an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline may include but need not be limited to:

A. Oral Reprimand. This is a warning procedure rather than a disciplinary one and should serve to forestall the employee from being placed in such a position that a more severe form of formal penalty must be used.

B. Written Reprimand. The written reprimand is also a warning procedure. However, the written reprimand is used to put the employee on official notice that future abuse will result in a more severe form of action.

C. Suspension Without Pay. Suspensions are a commonly used form of discipline after an oral and written reprimand. However, it can be used sooner based upon the severity of the misconduct. The County may suspend an employee for disciplinary reasons for a period not to exceed thirty (30) days at any one time by notifying the employee and stating the reasons for this suspension in writing. No service credit may be acquired by an employee during the period of suspension, regardless of the length of suspension.

D. Reduction in Pay. Reductions in pay for limited periods of time may be used as a sanction against employees in lieu of suspension generally after an oral and written reprimand. It can be used without previous discipline if the nature and severity of the misconduct warrant the discipline. Employees will be placed on steps in any pay reduction and the reduction will not exceed one (1) year, at which time the employee will be restored to the step within the classification that they held just prior to the reduction in pay.

E. Demotions. Demotion, both in pay and to a lower classification, may be used as a form of discipline when discharge is not warranted. Such action shall be subject to the rules governing demotions.

F. Dismissal. The County may dismiss for just cause any regular employee under the County's jurisdiction.

<u>Section 3. Due Process Notice and Meeting</u>. In any discipline resulting in suspension without pay, reduction in pay, demotion, or dismissal, employees shall receive before the imposition of such discipline:

A. Any informal fact-finding or formal disciplinary investigation shall be conducted pursuant to Human Resources procedures as outlined on the Human Resources intranet page. Human Resources in its discretion or at the Association's request, may audio record the formal disciplinary investigatory meeting. A copy of the audio recording will be provided upon request.

B. In any discipline resulting in suspension without pay, reduction in pay, demotion, or dismissal, employees shall receive before the imposition of such proposed discipline.

C. A statement of improper conduct, inadequate performance, or other cause for discipline engaged in by the employee.

    a. A due process letter that includes a statement that suspension without pay, reduction in pay, demotion, or dismissal is being considered as a possible sanction to the stated improper conduct, inadequate performance or other cause; and

    b. A statement of the time within which the employee may choose to respond to the statement of cause and statement of discipline under consideration.

An employee, who has been notified that suspension without pay, reduction in pay, demotion, or dismissal is under consideration must be given this notice at least two (2) twenty-four (24) hour working days prior to the date of the due process meeting.

An employee may then be suspended without pay, reduced in pay, demoted, or dismissed if:

1. The employee has responded to the statements in the notice that suspension without pay, reduction in pay, demotion, or dismissal is under consideration and the employee's response has been received and reviewed by the appointing power, or

2. The employee has not responded to the statements in the notice within the time stated in the notice that suspension without pay, reduction in pay, demotion, or dismissal is under consideration.

Suspension without pay, reduction in pay, demotion, or dismissal shall be imposed by written notice to the Association and the employee. Suspension without pay, reduction in pay, demotion, or dismissal may be effective upon delivery of notice of suspension without pay, reduction in pay, demotion, or dismissal to the employee or upon any stated time thereafter. The District Attorney shall consult with Human Resources and the County Counsel prior to the imposition of a suspension without pay, reduction in pay, demotion, or dismissal.

D. Timelines may be adjusted with mutual agreement of the parties.

Section 4. Any employee who holds regular status under this Agreement who has been the subject of a disciplinary action may appeal such action pursuant to Article 25, Grievance and Arbitration Procedure.

Section 5. Any disciplinary action (including but not limited to oral reprimands, written reprimands, suspensions without pay, reductions in pay, demotions, or dismissals) will be documented in writing. A copy of the documentation will be provided to the employee and to the Association.

ARTICLE 21 – LAYOFF

Section 1. For all employees, the date of hire will be used to determine "county seniority" for provisions of this article.

Section 2. The County may lay off an employee when the County determines it necessary to abolish a position or that a shortage of funds or work exists. The District Attorney will meet with the Association regarding the effect of the proposed layoff(s).

Layoff shall be by specific job classification and shall be in ascending order (bottom to top) of an employee's seniority, however, the County may deviate from strict seniority in the event a less senior employee has particular expertise or skill set that justifies such deviation as determined by the District Attorney.

The District Attorney will base the decision on the following factors:

- Job skill level
- Ability
- Experience
- Seniority
- Training
- Work performance
- History of discipline and/or corrective actions
- Knowledge of program, department and organization
- Special skills or certifications
- Salary savings and unit impact

The County will notify, in writing, the Association at least thirty (30) days in advance prior to the effective date of the layoff to allow the Association and the District Attorney time to meet. An employee and the Association shall be given written notice of a pending layoff at least thirty (30) working days before the effective date stating the reasons for the layoff.

Section 3. All layoffs shall occur in the following manner:

A. The County shall determine the specific positions to be vacated.

B. The County will notify, in writing, the Association at least thirty (30) days in advance to allow time to meet. The County will notify, in writing, all affected employees and the Association at least thirty (30) working days prior to the effective date of the layoff of all the employees in all affected classifications.

Section 4. An employee who has been laid off shall be placed on the layoff list in order of most recent layoff first. The term of eligibility of a laid-off employee shall be twelve (12) months from the date of layoff. Reinstatement shall be offered to those employees on the layoff list for the job classification from which they were laid off from, in descending order from top to bottom. No new employees shall be hired until all employees, who have been laid off, are given a chance to accept recall to the County. Failure to accept recall within fourteen (14) days shall cause the loss of recall eligibility.

Any person, who is subject to Section 4, shall promptly notify Marion County Human Resources of any change in his/her current address. Any recall notices sent by the County to the person pursuant to this article, shall be in writing and addressed to the last address. If the person does not receive the written notice or does not respond within fourteen (14) days of the notice, then the person waives all rights to recall.

ARTICLE 22 – GENERAL PROVISIONS

Section 1. Non-Discrimination. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, disability, national origin, sexual orientation, Association membership, or political affiliation, or any other protected status in accordance with state or federal law. The provisions of this agreement shall be applied equally to all employees in the bargaining unit in regards to hiring or promotion, firing, discipline, and discharge. The Employer will not attempt to influence any employee to resign from or decline to obtain membership in the Association, nor interfere with Association business.

Section 2. Bulletin Boards. The Employer agrees to authorize the use of bulletin board space in convenient places to be used by the Association in communicating with the employees. Bulletin boards, if used, shall contain posts of factual information related to employees and the business of the Association.

Section 3. Use of County Equipment. Association officers and stewards shall have the right to use County equipment including, but not limited to, copy machines and computers. All employees are allowed to use the County email system for Association communications on breaks and lunch hours. More than de minimis use that results in a cost to the County shall be paid by the Association.

Section 4. Association Activities. Association activities shall be conducted in a manner which will not interfere with the effectiveness and efficiency of the County's operations in serving and carrying out its responsibility to the public.

ARTICLE 23 – OUTSIDE EMPLOYMENT

The District Attorney or designee may approve outside employment when such employment does not detract from the efficiency of the employee's County work, and does not conflict with the interest of Marion County or is not a discredit to the County. If outside employment occurs during an employee's regular working hours, the employee must use applicable leave to cover the absence. Requests for outside employment shall not be unreasonably withheld.

ARTICLE 24 – ASSOCIATION REPRESENTATIVES

Section 1. The employees in the bargaining unit shall be allowed Association representatives. The Association shall keep the Employer informed as to the names of employees designated as Association representatives and stewards by sending a complete list of names to the Chief Human Resources Officer and District Attorney of those employees so designated. In any disciplinary investigative interview involving any employee, the employee shall be allowed an Association Representative, or General Counsel for the Association, if requested.

Section 2. Association representatives shall be granted reasonable time off during regular scheduled working hours without loss of pay or other benefits to investigate complaints against Association members and to process grievances when such investigations and processing of grievances does not interfere with departmental operations.

Section 3. There shall be no reprisal, coercion, intimidation, or discrimination against an Association representative for the conduct of the function described herein.

Section 4. General Conditions of Release Time. All release time granted under this article shall be subject to the following:

A. Release time is subject to the operational needs of the County. If denied for operational needs, it will immediately be rescheduled for the earliest possible time mutually agreed to.

B. Employee or steward/representative(s) shall notify their supervisor when they are leaving the worksite under the provisions of this article. In addition, the Association steward/representative(s) shall ensure that the supervisor of the grievant or witness to attend meeting or interview has been notified.

C. Notifications shall include the time and expected duration of the absence. Grievants and witnesses shall be granted reasonable paid time for such meetings/interviews.

All paid release time will be reported on the employee's timesheet under the appropriate code. Time spent on Association activities outside the employee's regular work schedule is not compensable time. The parties agree to meet and review usage and practices, as needed.

Section 5. Release time shall be provided for no more than four (4) employees to participate in contract negotiations as Association representatives, in addition to its General Counsel. Release time shall be paid at the employees' hourly rate for the actual time released from their regularly scheduled work. No other pay shall be provided to any other employee for participating in negotiations. Negotiations as used in this section shall mean scheduled formal sessions with the management bargaining team, including mediation and arbitration. In addition to release time for negotiations, employees who participate in interviews, investigations and grievance processing, including mediation and arbitration, shall be paid at the employees' hourly rate for the actual time released from their regularly scheduled work. All paid release time will be reported on the employee's timesheet under the appropriate code. Time spent on Association activities outside the employee's regular work schedule is not compensable time. The parties agree to meet and review usage and practices, as needed.

Section 6. Subject to the operating needs of the department, four (4) Association officers shall be granted unpaid leave, not to exceed two and one-half (2½) hours per month, per officer.

ARTICLE 25 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definitions.

A. A “grievance” is defined as a dispute, difference, disagreement, or complaint between the parties related to wages, hours and conditions of employment. The complaint shall include, but is not limited to, the complaint of an employee or the Association, which involves the interpretation, application of or compliance with the provisions of this Agreement.

B. “Working days” for the purpose of this Article is defined as all weekdays (i.e., Monday through Friday) not designated as a holiday under Article 6, Section 1 of this Agreement.

Section 2. Grievance Procedure – Steps.

Suspension without pay, reduction in pay, demotion, or dismissal shall be appealed directly to Step 2 of the grievance procedure. The appeal must be filed no later than ten (10) working days after the effective date of suspension without pay, reduction in pay, demotion, or dismissal. Oral reprimands and letters of reprimand may be grieved up through Step 2 and, with mutual agreement of the parties, can include mediation. If an employee later receives a more serious form of discipline, the arbitrator shall consider the merits of the reprimand in conjunction with the other discipline.

Step 1 (Informal)
Any party who believes that their contractual rights have been violated shall discuss the grievance with the employee’s immediate supervisor and Association representative. Within thirty (30) working days of the date the grievant first learned of the grievance or reasonably may have been expected to have learned of it, the employee shall submit a written request for a meeting with the individual’s immediate supervisor. The written request may be in the form of an email or official grievance form and shall include the employee’s name, date and a brief description of the dispute with citation to the article in dispute. The parties shall hold one or more meetings, to ascertain facts, investigate issues and, acting in good faith, attempt to resolve the dispute. The parties have ten (10) working days from the date the grievant’s written request was received by the grievant’s immediate supervisor to resolve the dispute, move to the next step, or request an extension/waiver of the timeline.

Step 2 (Formal Grievance)
If the grievance has not been resolved in Step 1, or if the grievance arises from suspension without pay, reduction in pay, demotion, or dismissal, the Association shall file a formal written grievance with the District Attorney. A copy of the formal written grievance shall be sent to Human Resources. The grievance shall be filed by an Association representative within forty (40) working days of the original written request for a Step 1 meeting. Grievances arising from suspension without pay, reduction in pay,

demotion, or dismissal must be filed no later than ten (10) working days after the effective date of the suspension without pay, reduction in pay, demotion, or dismissal.

A formal written grievance at Step 2 shall contain:

A. The name and position of the aggrieved party by or on whose behalf the grievance is brought;

B. The date of the circumstances giving rise to the grievance or the employee's knowledge thereof;

C. A detailed statement of the grievance, including all relevant facts, which are necessary for a full and objective understanding of the parties' position. The statement shall also contain an explanation regarding what provisions of the contract have been violated. References such as "any other provision of the Agreement" shall not be considered specific and shall be deemed inadequate to invoke the provisions of this section;

D. A statement of the remedy or relief sought by the party;

E. The signature of the person submitting the grievance; and

F. The person's name and position, if other than the aggrieved employee.

The District Attorney or designee and HR shall meet with the employee and their Association steward within ten (10) working days after receipt of the formal grievance in an effort to resolve the complaint. The District Attorney or designee shall respond, in writing, to the grievance within ten (10) working days following the meeting. The written response shall include the decision and the reason for the decision. The parties may mutually agree to extend time limits in order to resolve the grievance.

<u>Step 3</u>

If the parties have not resolved the grievance after Step 2, either party may appeal the matter to arbitration, in writing, within twenty (20) working days of the day the written Step 2 decision was due or received, whichever is earlier. Mediation may be used as an alternative to arbitration when mutually agreed upon by both the County and the Association.

If the parties fail to mutually select an arbitrator within thirty (30) working days of the Association's request to arbitrate, the Oregon Employment Relations Board shall be requested by either party or both parties to provide a panel of nine (9) arbitrators. Both the County and the Association shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name. Then, the other party shall strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator.

The arbitrator shall not add to, subtract from, modify or alter the terms or provisions of this agreement. The power of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated and to resolve the grievance within the terms of this collective bargaining agreement. The decision of the arbitrator shall be binding on both parties. The arbitrator shall explicitly determine whether or not the terms of this agreement have been violated. Arbitrability issues shall be resolved by the arbitrator, and the arbitrator is empowered to hear a case or its merits prior to ruling on arbitrability issues.

The cost and fees of the arbitrator shall be borne by the loser who must be designated by the arbitrator. Each party shall be responsible for costs of presenting its own case to the arbitrator. Any or all time limits specified in the grievance procedure may be waived by mutual written consent of the parties.

Type of Grievance	Time to File	Step 1 (Informal)	Step 2	Step 3
Suspension without pay, reduction in pay, demotion, or dismissal	Within ten (10) working days after the effective date of the discipline.		District Attorney or designee – Copy to Human Resources – within ten (10) working days after receipt of the grievance.	Appeal to arbitration within twenty (20) working days of the Step 2 response.
Discipline, oral reprimand, written reprimand – see Article 25, Sections 1 and 2	Within thirty (30) working days after the effective date of the discipline.	Immediate Supervisor – Written request for a meeting within thirty (30) working days. Parties have ten (10) working days to resolve the issue.	District Attorney or designee – Copy to Human Resources – within forty (40) working days of the request for a Step 1 meeting.	May include mediation if mutually agreed by the parties (no arbitration).
All other grievances	Within thirty (30) working days after the violation.	Immediate Supervisor – Written request for a meeting within thirty (30) working days. Parties have ten (10) working days to resolve the issue.	District Attorney or designee – Copy to Human Resources – within forty (40) working days of the request for a Step 1 meeting.	Appeal to arbitration within twenty (20) working days of the Step 2 response.

ARTICLE 26 – LIABILITY INSURANCE

Section 1. All members of the bargaining unit are covered by the provisions of the Oregon Tort Claims Act as amended.

Section 2. Bar Complaints. If an employee is the subject of an OSB Bar Complaint arising out of the course and scope of his/her employment, the employee will cooperate with the OSB to resolve the complaint. The Employer will pay all costs associated with representation of employees to resolve OSB matters, including attorney fees.

ARTICLE 27 – TRAINING

A. Employees are required to comply with all Oregon State Bar (OSB) Continuing Legal Education (CLE) requirements.

B. For training scheduled by management:

   1. The District Attorney may provide in-house training and apply for OSB CLE credits. Employees are encouraged and expected to attend these in-house CLEs.

   2. The District Attorney may seek volunteers or assign employees to prepare and present CLEs.

   3. All in-house CLEs may be recorded, and if recorded, the materials will be made available for later viewing by DDAs who are unable to attend the live sessions.

C. ODAA Summer Conference

   1. The Employer shall attempt to allow up to twenty (20) employees to attend the ODAA Summer Conference at one time, subject to staffing requirements.

   2. Employees may request permission to attend the ODAA Conference from their supervisor, with priority given to those employees who have not attended previously or recently.

   3. The Employer will pay the costs of travel, per diem, lodging and registration on behalf of employees approved to attend the ODAA conference.

ARTICLE 28 – BAR DUES

Each year, the County will pay the OSB bar dues for all DDA employees when due and in a timely manner. Individual DDAs are responsible to file the appropriate form with OSB for Professional Liability waivers due to government public service.

ARTICLE 29 – SCOPE OF AGREEMENT

This document constitutes the sole and complete agreement between the Association and the Employer and embodies all the terms and conditions governing the employment of employees in the negotiating unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is or may be subject to negotiation. Standards of employment related to wages, hours and working conditions that constitute mandatory subjects of bargaining shall be continued at not less than the level in effect at the time of the signing of this agreement.

ARTICLE 30 – DRUG AND ALCOHOL TESTING

Section 1. The parties agree there will be no random drug testing of employees other than those employees required to maintain a commercial driver's license (CDL).

Section 2. When the Employer has reasonable suspicion, as defined in Section 3, to suspect that an employee is under the influence of alcohol, drugs or other controlled substances, the Employer may require the employee to undergo drug and/or alcohol testing.

Section 3. Reasonable suspicion means an objective belief based on specific, articulable observations of an employee's condition, behavior, or performance that the employee may be under the influence of alcohol, drugs, or other controlled substances. Examples include, but are not limited to, unusual behavior, slurred speech, poor coordination, slow reaction time, unexplained or reoccurring accidents or injury, appearance, or odors of an alcoholic beverage.

Section 4. Reasonable suspicion testing will be by breathalyzer, blood or urine sample analysis.

Alcohol testing will be conducted by use of a breathalyzer. Drug testing will be conducted by a certified laboratory analysis of a urine or blood sample. Blood and urine testing shall be conducted by selected laboratories which are licensed and operate in accordance with ORS 438.010 and OAR 333-24-305 through 350. Any affected employee will be provided with paid release time to obtain a second test by his/her own physician or laboratory. The Employer also reserves the right to test for use of controlled substances as a condition of initial hiring.

Whenever reasonable suspicion testing is required of an existing employee, the Employer shall notify the Association representative. The Employer shall provide the Association with information, facts, evidence, etc., which supports the need for such testing.

ARTICLE 31 – LIFE OF AGREEMENT AND TERMINATION

This agreement shall terminate June 30, 2029. If either party wishes to renew or modify this agreement as of its termination, the party shall give written notice of its intent to renew or modify to the other party by November 1, 2028. Negotiations shall begin at such time as agreed by the parties. The agreement shall remain in full force and effect during the period of such successor negotiations.

ARTICLE 32 – SAVINGS CLAUSE

Should any section or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, be in violation of or made illegal through enactment of federal or state law, or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 33 – DEFINITIONS

Unless another meaning is specifically provided in a given article or section, the following definitions apply to these terms as used throughout this agreement:

"Continuous Service Date" is the first day of employment for all employees hired after the implementation of Marion County's Oracle system on January 1, 1999. The County bases the continuous service date for employees hired before the implementation of the Oracle system on the time of the month in which the employee was hired. In this case, the continuous service date for an employee hired on the first of the month is the employee's actual hire date. The continuous service date for an employee hired mid-month is the first of the month following the employee's hire date. Continuous service date is subject to the following adjustments:

- adding one (1) month for each calendar month during which the employee was on unpaid leave status for more than ten workdays.
- for prior service following reappointment within twelve (12) months of separation under the Marion County Personnel Rules.
- adding one (1) month for each calendar month during which the employee was off the payroll for more than ten (10) workdays.

The Employer will not adjust the continuous service date for employees on unpaid military leave, Workers' Compensation, or family medical leave, FMLA, OFLA or PLO.

"Continuous service" is county service unbroken by an absence without pay of more than ten workdays in a calendar month.

"County seniority" means length of service as measured by an employee's continuous service date.

"Day" means calendar day.

"Job assignment" refers to an employee's job classification, i.e. DDA 1, DDA 2, DDA 3, DDA 4.

"Office" or "department" means the Marion County District Attorney's Office.

"Pay period" is a designated bi-weekly period for calculating compensation.

IN WITNESS WHEREOF, the parties hereto have set their hand this ____ day of _________ 2026.

FOR THE ASSOCIATION

____
Justin Barbot-Wheaton, MCDAA President

FOR THE EMPLOYER

____
Colm Willis, Commissioner

____
Kevin Cameron, Commissioner

____
Danielle Bethell, Commissioner

____
Jan Fritz, Chief Administrative Officer

____
Paige Clarkson, Marion County District Attorney

____
Salvador LLerenas, Chief Human Resources Officer

____
Cody Walterman, Human Resources Labor Counsel

Exhibit A - Salary Schedule
K Plus Plan

Deputy DA 1.E..17..631.A.

Grade = 17.P29 A.

Step	1	2	3	4	5	6	7	L1	L2	L3
Value	40.67	42.72	44.85	47.09	49.43	51.92	54.51	57.26	60.09	61.62
Month	7,049.47	7,404.80	7,774.00	8,162.27	8,567.87	8,999.47	9,448.40	9,925.07	10,415.60	10,680.80
Year	84,593.60	88,857.60	93,288.00	97,947.20	102,814.40	107,993.60	113,380.80	119,100.80	124,987.20	128,169.60

Deputy DA 1.E..17..631.A.K

Grade = 17.P29 A.K

Step	1	2	3	4	5	6	7	L1	L2	L3
Value	43.01	45.18	47.43	49.77	52.25	54.89	57.66	60.55	63.56	65.14
Month	7,455.07	7,831.20	8,221.20	8,626.80	9,056.67	9,514.27	9,994.40	10,495.33	11,017.07	11,290.93
Year	89,460.80	93,974.40	98,654.40	103,521.60	108,680.00	114,171.20	119,932.80	125,944.00	132,204.80	135,491.20

Deputy DA 2.E..17..632.A.

Grade = 17.P34 A.

Step	1	2	3	4	5	6	7	L1	L2	L3
Value	51.87	54.48	57.25	60.06	63.12	66.22	69.56	73.05	76.70	78.42
Month	8,990.80	9,443.20	9,923.33	10,410.40	10,940.80	11,478.13	12,057.07	12,662.00	13,294.67	13,592.80
Year	107,889.60	113,318.40	119,080.00	124,924.80	131,289.60	137,737.60	144,684.80	151,944.00	159,536.00	163,113.60

Deputy DA 2.E..17..632.A.K

Grade = 17.P34 A.K

Step	1	2	3	4	5	6	7	L1	L2	L3
Value	54.87	57.59	60.52	63.50	66.73	70.04	73.56	77.25	81.11	82.94
Month	9,510.80	9,982.27	10,490.13	11,006.67	11,566.53	12,140.27	12,750.40	13,390.00	14,059.07	14,376.27
Year	114,129.60	119,787.20	125,881.60	132,080.00	138,798.40	145,683.20	153,004.80	160,680.00	168,708.80	172,515.20

Exhibit A - Salary Schedule
K Plus Plan

Deputy DA 3.E..17..633.A.

Grade = 17.P36 A.

Step	1	2	3	4	5	6	7	L1	L2	L3
Value	57.25	60.07	63.10	66.24	69.57	73.03	76.70	80.52	84.54	86.67
Month	9,923.33	10,412.13	10,937.33	11,481.60	12,058.80	12,658.53	13,294.67	13,956.80	14,653.60	15,022.80
Year	119,080.00	124,945.60	131,248.00	137,779.20	144,705.60	151,902.40	159,536.00	167,481.60	175,843.20	180,273.60

Deputy DA 3.E..17..633.A.K

Grade = 17.P36 A.K

Step	1	2	3	4	5	6	7	L1	L2	L3
Value	60.53	63.54	66.73	70.05	73.57	77.21	81.08	85.14	89.41	91.65
Month	10,491.87	11,013.60	11,566.53	12,142.00	12,752.13	13,383.07	14,053.87	14,757.60	15,497.73	15,886.00
Year	125,902.40	132,163.20	138,798.40	145,704.00	153,025.60	160,596.80	168,646.40	177,091.20	185,972.80	190,632.00

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 26, 2026

Department: Human Resources

Title: Consider Ratification of the Marion County Juvenile Employees Association (MCJEA) Collective Bargaining Agreement (CBA) for 2026-2028

Management Update/Work Session Date: N/A

Audio/Visual aids ☐

Time Required: N/A

Contact: Angelique P. Voltin

Phone: (503) 566-3945

Requested Action:

Consider Ratification of the new Marion County Juvenile Employees Association (MCJEA) Collective Bargaining Agreement (CBA), which will be effective July 1, 2026 through June 30, 2028

Issue, Description & Background:

A tentative agreement was reached over the MCJEA CBA on August 10, 2026. Members of this Association ratified this CBA on August 14, 2026.

Financial Impacts:

See next page for approximate costs

Impacts to Department & External Agencies:

If the MCJEA CBA is ratified, this will impact multiple funds including General Fund.

List of attachments:

MCJEA CBA for 2026-2028, Shift Trade LOA

Presenter:

N/A

Department Head Signature:

Financial Impacts
Marion County Juvenile Employees Association (MCJEA) Collective Bargaining Agreement (CBA) for 2026-2028

(Approximate Costs)

Health Insurance Contributions for CY 2026, CY 2027 and CY 2028:

- $1,946 ($50 increase) effective first full pay period following ratification and for the remainder of CY 2026;
- $2,150 ($204 increase) in CY 2027; and
- $2,300 ($150 increase) in CY 2028
- Two-year cost is approximately $_149,008_

COLAs for FY 26-27 and FY 27-28:

- 2% effective the first full pay period following ratification; and
- 2% effective 7/1/27
- Two-year cost is approximately $_153,919_

Shift Differential:

- Differential increased from $1.00 to $2.00
- Two-year cost is approximately $_90,300_

Vacation Leave

- Increase accumulations by 3-4 days/year
- Two-year cost is approximately $_107,800_

Day After Thanksgiving or Christmas Eve

- Day off on either day
- 1.5x pay if required to work on day off
- Two-year cost is approximately $_29,515_

Total: Approximately $_530,542_

PERS: $_122,470_

Grand Total: Approximately $_653,012_

8/21/26

COLLECTIVE BARGAINING AGREEMENT

between the

Marion County Juvenile Employees Association

and

Marion County, Oregon

July 1, 20~~24~~26 - June 30, 20~~26~~28

TABLE OF CONTENTS

ARTICLE 1 – ASSOCIATION RECOGNITION

Section 1. Recognition. The County recognizes the Marion County Juvenile Employees' Association (MCJEA) as the sole and exclusive bargaining representative for ALL regular employees of the Marion County Juvenile Department who are considered prohibited from striking within the definition of ORS 243.736 except supervisory and confidential employees or employees represented by other labor organizations.

ARTICLE 2 – MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this Agreement, the County retains all rights of management in the direction of its work force. It is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the County.

These rights of management shall include, but not be limited to, the following:

A. The determination of the governmental services to be rendered to the citizens of Marion County.

B. The determination of the County's financial, budgetary, accounting and organization policies and procedures.

C. The right to establish and administer separate personnel and employment benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures and programs promulgated under any other term of this Agreement.

D. The management and direction of the work force including the right to determine the methods, processes and manner of performing work; the establishment of new positions and the determination of the duties and qualifications to be assigned or required; the right to hire, promote, demote, terminate, reassign, appoint and retain employees; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or division; the right to determine shifts, assignments and schedules of work; the right to purchase, dispose and assign equipment or supplies.

ARTICLE 3 – ASSOCIATION SECURITY

Dues Deduction

Section 1. Applications for Association membership shall first come to the Association. The Association will submit membership applications to the County and they shall be processed within the next biweekly pay period.

Section 2. Dues will continue to be deducted until the employee rescinds the request in writing. Copies of all such requests for membership cancellation shall be transmitted to the Association.

Section 3. The written request for dues deduction is not terminated when an employee is placed on any type leave, disciplinary removal or lay-off status. The County shall deduct Association dues commencing with the first paycheck following the employee's return to paid status.

Section 4. The aggregate deductions of all employees together with an itemized statement, including employee wages, shall be remitted to the Association no later than the tenth (10th) of the month following the month for which the deductions were made. The itemized listing of Association members shall reflect employee wages, terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, pay changes, name changes or any other personnel action which would affect the amount of dues withheld.

Section 5. On a monthly basis, the County shall furnish to the Association an alphabetical listing, by department, of the names and home addresses, membership status, FTE, employee identification number and continuous service date of the employees in the bargaining unit.

Section 6. The Association shall indemnify and save the Employer harmless against any and all claims, damages, suits, or other forms of liability, which may arise out of any actions taken or not taken by the Employer for the purpose of complying with the provisions of this article. Nothing in this section is intended to conflict with Oregon law. To the extent the indemnity provided for in this section conflicts with Oregon law, the provision of Oregon law shall prevail.

ARTICLE 4 – HOURS OF WORK

Section 1. The regular hours of work each day shall be consecutive.

Section 2. For employees working full-time, eight (8) or ten (10) hours of work on consecutive days, shall constitute an employee's assigned shift and each shift shall have regular starting and quitting times excluding those employees on flexible or irregular schedules. Ongoing changes in an employee's shift starting and quitting times shall require fifteen (15) days advance notice, except in emergency work situations. Nothing in this Section shall restrict an employee and the County from temporarily modifying the work schedule when necessary and/or the parties mutually agree to the change.

Section 3. Whenever the normal workweek is modified, the employee will be given fifteen (15) days advance notice. The notice shall contain the effective date of change, the duration and the reasons for the change.

Section 4. Flexible Schedule. Employees of the County may work a flexible work schedule. A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed forty (40) hours in a workweek and is agreed upon in advance by the employees and the supervisor. All flexible work schedules must be approved in advance. An employee of the County may request a flexible work schedule by submitting a request in writing to their immediate supervisor. This request shall outline the proposed schedule.

No employee shall be arbitrarily denied the opportunity of working a flexible schedule. Special consideration may be given to an employee who demonstrates an unusual hardship. All requests for flexible schedules are subject to change based on the changing needs of the department and subsequent requests to work a flexible work schedule.

Section 5. Shift Selection.

A. Regular status full-time and part-time employees in detention will bid shifts and days off annually based upon seniority on or about April 1st. Effective dates of new schedules will be the beginning of the first pay period in May. Regular status full-time and part-time employees in GAP will bid shifts and days off annually based upon seniority on or about April 1st. Effective dates of the new schedules will be the beginning of the first pay period in September. For the purposes of Article 4, Section 5(A), employee seniority will be as defined as from the date of hire into bargaining unit service. If an employee began County service in the bargaining unit and leaves the bargaining unit to work in another position in the County, the time worked in that position will also count towards their seniority if they have returned to the bargaining unit. Regular part time employees will receive half a month credit for their time of service under the above.~~in Article 24.~~ If multiple employees have the same seniority date, they will rotate seniority each time shifts are bid. For the first of such bids, the employee whose last name as listed on the most recent paycheck is the first in alphabetical order shall bid first.

B. Trial service employees will be assigned shifts based on training and experience needs as determined by the employer.

C. The employer shall post the shifts prior to the annual bid noting hours of work, days off, and any job requirements, including but not limited to gender and bilingual ability. On any given shift, no more than one position shall be set aside for a male staff and one position set aside for a female staff in detention and GAP. Should the shift bidding by seniority or vacancies result in unbalanced shifts by the basis of employee experience and ability to perform their jobs, then the employer may move the least senior employee possible in order to achieve the balanced shift.

D. Subject only to restrictions expressly set forth in this agreement, management shall have the discretion in managing, setting, and modifying shifts, including but not limited to determining the number of positions for each shift, establishing the job requirements for positions on shift, adding or subtracting from shifts during the time the schedule is in effect, modifying the shift schedule from one bid period to the next bid period, and whether GAP and detention positions shall be bid together. Further, this shift selection process shall not limit or restrict the employer's right or ability to modify the workweek or shifts between bids based on business needs.

E. If a bid slot becomes vacant, and the department elects to fill the bid slot and/or position, the bid slot will be posted. Employees must notify the employer, in writing, of their interest within seven (7) days. The employer will assign the most senior person who has expressed interest. This process shall be limited to five (5) postings and moves. Employees are limited to one (1) movement during each bid slot posting and may not move again if selected for a schedule. Voluntary schedule changes due to this process do not require a 15-day notice. If the slot is still vacant, it will be filled by assigning the least senior employee or by recall from layoff or recruitment. Movement of the least senior employee will require a 15-day notice. If a bid slot becomes vacant and no staff submits written interest for the bid slot, the bid slot will be filled by assigning the least senior staff, recall from layoff, or recruited employee and there will be no further posting.

ARTICLE 5 – REST PERIODS AND LUNCH BREAKS

Section 1. A rest period of fifteen (15) minutes shall be permitted for all employees for each full half work shift. Such rest periods shall normally be on a scheduled basis so that activities of the department shall be staffed at all times. It is a joint responsibility of management and the employee to schedule rest periods. Employees who are having difficulty scheduling a rest period should meet with their supervisor to schedule an appropriate break time. When an employee works overtime, the employee will be granted rest periods specified by the Oregon Bureau of Labor and Industries (BOLI).

Section 2. Employees engaged in work requiring that they supervise youth during the entire work shift shall be granted a lunch period with pay not to exceed thirty (30) minutes.

Employees not engaged in work requiring that they supervise youth during the entire work shift shall be granted an unpaid lunch period not less than thirty (30) minutes nor more than one (1) hour in duration.

Section 3. Subject to the physical structure of the building and the operating needs of the County, and whenever possible, employees shall be provided with lunchroom facilities.

ARTICLE 6 – HOLIDAYS

Section 1. Holidays. The following days are legal holidays for regular employees in the County service:

New Year's Day	Independence Day
Martin Luther King's Birthday (3rd Monday in January)	Labor Day
Presidents' Day (3rd Monday in February)	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

All legal holidays designated by the Board of Commissioners.

Holiday compensation shall equal the number of hours the employee is regularly scheduled for the day the holiday falls on ("day for a day").

Holidays that occur during an employee's regularly scheduled time off shall be paid at the regular straight time rate of pay.

~~**Section 2. Personal Day.** Regular full-time employees, who have been employed for a minimum of six (6) consecutive months, are entitled to two (2) personal days each calendar year. Such days are to be taken in full day increments during the calendar year in which the days are earned and may not be carried forward into the following year. The personal days shall be scheduled in accordance with Article 7, Section 4, Scheduling Vacations.~~

~~**Section 3. Commissioners' Day**. Current regular employees are granted a special Commissioners' Day. This day shall be one (1) regular work shift and is to be taken between November 15 of each year and January 31 of the following year. The Commissioners' Day shall be scheduled with supervisor approval and in a manner that will provide adequate staff to maintain service.~~

Section ~~4~~ 2. Weekend Holidays. When a holiday falls on an employee's regular day off, the employee shall be paid at the regular straight rate of pay.

Employees who are required to work on a designated holiday shall receive holiday pay as well as holiday compensation for that day. Employees may, in lieu of holiday pay on the designated holiday, request to take another day off within the same week with manager/supervisor approval through the regular time off request process and will receive the number of hours regularly scheduled for that day as holiday pay.

Holidays that occur during paid leave of any type shall not be charged against such leave.

Section ~~5~~ 3. Part-Time Employees. Compensation for holidays will be provided to regular, part-time employees of the County whose budgeted FTE is equal to or greater than 0.5 (50%).

When a part-time employee is not required to work the holiday, holiday compensation will be calculated as follows:

If the employee has a regularly set work schedule, the employee will be compensated for the hours they would be regularly scheduled to work on the observed holiday.

If the employee does not have a regularly set work schedule, holiday compensation will be calculated by dividing the number of hours worked the previous calendar month by the number of days worked the previous month.

Section ~~6~~ 4. Holiday Pay. If an employee is required to perform work on holidays which fall within the employee's workweek, the employee shall be compensated at the rate of time and one-half (1-1/2) for all hours worked on the holiday in addition to the normal rate of pay (holiday compensation) for the number of hours the employee would be compensated if the holiday was taken as time off.
For the purposes of this Section, holiday compensation shall equal a normal scheduled workday.

If an employee is required to work on a holiday, and the shift begins on one day and ends the following day (i.e., graveyard shift), the employee receives holiday premium pay for the shift that begins on the County's holiday or the employee's designated holiday if the County's holiday falls on the employee's normal day off.

It is the County's intention to provide paid time off on the actual holiday. However, the parties recognize that some positions must be staffed on holidays and that employees in these positions cannot be released from duty on those holidays. Employees who are required to work on a regularly scheduled holiday may, in lieu of holiday pay provided for in this Section, request to take another day off within the same week with manager/supervisor approval through the regular time off request process and will receive the number of hours regularly scheduled for that day as holiday pay.

ARTICLE 7 – VACATION LEAVE

Section 1. Vacation Accumulation. After having served in the County service for six (6) consecutive full calendar months, full-time employees shall be eligible to use accrued vacation. Vacation leave shall be credited as follows:

Work Hours Per Week	Hours Per Pay Period 40
Day one through 3rd year of continuous service	~~4.000~~5.231
After 3rd year of continuous service through 5th year	~~4.308~~5.538
After 5th year of continuous service through 10th year	~~4.924~~5.846
After 10th year of continuous service through 15th year	~~5.539~~6.769
After 15th year of continuous service through 20th year	~~6.462~~7.385
After 20th year	~~7.385~~8.308

Section 2. Continuous Service. Continuous service for the purpose of determining eligibility for accelerated vacation accumulation rates shall be service unbroken by an absence (leave without pay) in excess of ten (10) consecutive workdays. Time spent by an employee on military leave, on an authorized leave of absence with pay, or on a leave without pay resulting from a compensable on-the-job injury shall be included as continuous. Time spent on other types of authorized leave will not count as part of the continuous service except employees returning from such leave or employees who were laid off, shall be entitled to credit for service prior to the leave.

Section 3. Part-Time Employees. Vacation leave shall be earned by each regular, part-time employee whose budgeted FTE is equal to or greater than 0.5 (50%). Vacation leave shall accrue in an amount proportionate to that which would be accrued under regular, full-time employment (1.0 FTE).

Section 4. Scheduling Vacations. Subject to operational requirements of the County, an employee shall have their choice of vacation time. The County, however, shall not use this language unfairly or unreasonably to deny an employee's request for vacation. Supervisors shall respond to requests as soon as practicable, but in no case longer than five (5) working days from receipt of the request when the request is made within thirty (30) working days from the beginning of the requested time off. Supervisors shall respond to requests that are made longer than thirty (30) working days in advance no longer than fifteen (15) calendar days from receipt of the request.

If two (2) or more employees request the same period of time at the same time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest seniority with the County shall be granted the vacation time. Requests received within fifteen minutes of each other ~~the same minute~~ shall be considered to have been received at the “same time” for purposes of this section. Such schedules may be amended by the appointing authorities to meet work emergencies or to grant requests of individual employees. Employees may request multiple weeks of vacation in tandem during choice periods for vacations (June through September), but management, in its discretion, may limit the number of employees taking back-to-back weeks of vacation during the choice periods.

Section 5. Accumulation of Vacation Credits. Employees shall not accumulate vacation leave in excess of two hundred fifty (250) hours. Any employee who is about to lose vacation credit because of accrual limitations may, by notifying their appointing authority five (5) working days in advance, absent themself to prevent loss of this time, or at the County's option, receive payment for up to five (5) working days of vacation. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay, or educational leave with pay the duration of which exceeds fifteen (15) calendar days. Any employee, who is granted a leave of absence without pay, shall first be scheduled for any vacation leave and/or compensatory time, which have accrued to their credit before they commence leave without pay. Each employee's accumulated vacation shall be reported to them bi-weekly.

Employees who are on extended workers' compensation paid time loss shall not suffer a loss of vacation credits as a result of the two hundred fifty (250)-hour limit. The employee on workers' compensation will accumulate vacation over the maximum limit of two hundred fifty (250) hours for a period not to exceed six (6) months. Amounts accrued in this manner which are above the limit shall be used within six (6) months of return to work.

Should the employee terminate, under any circumstances, the employee shall be paid for unused vacation equal to the vacation time accumulated, but in no instance will the benefits exceed two hundred fifty (250) hours.

Section 6. Transfer Credits and Terminal Vacation Pay.

A. When an employee is appointed to another department of the County, the employee shall retain accumulated vacation credits.

B. An employee who terminates during the initial six (6) months of their employment shall not be entitled to cash compensation in lieu of vacation leave. If the employee served six (6) full calendar months and is separated from County service, they shall be entitled to cash compensation at the hourly rate they were receiving at the time of separation. In case of death, compensation for accrued vacation leave shall be paid in the same manner that wages due to the decedent are paid.

Section 7. Compensation Credits. Employees hired before July 1, 2010, shall receive two (2) normal workweeks of leave, to be taken as leave with pay or, at the employee's option, they shall receive compensation for two (2) normal workweeks, accrued at the employee's regular hourly rate of pay. The employee must exercise this option with each fiscal year (computations will be based on the employee's hourly rate at the time of the request). The benefit cannot be carried forward into the next fiscal year.

An employee will not be eligible for this benefit if the employee has not completed their trial service period prior to the end of the fiscal year.

If an eligible employee elects to receive the credits as pay, it must be paid in increments equal to one (1) workweek. No partial pay (less than one (1) workweek) is allowed. If an employee elects to receive the credits as leave, it may be scheduled one (1) day at a time or as a unit, subject to the approval of the department head.

This benefit is to be used by the employee based on their employment status at the time the request is made. Payments or time off will be prorated based on the employee's work status.

Section 8. Sunset of Compensation Credits. Employees hired on or after July 1, 2010, will not receive compensation credits. In lieu of receiving compensation credits, new employees will receive a higher rate of pay generated by rolling the value of the compensation credits (3.84%) into the base rate of pay.

Section 9. Opting-Out of Compensation Credits. Employees hired on or before July 1, 2010, may make a one-time, permanent election to opt-out of compensation credits provided in Section 7 of this Article, in return for the higher salary provided in Section 8 of this Article. Once enrolled in this program, an employee may not return to receiving compensation credits and pay at the lower salary schedule.

Section 10. Vacation Cash-Out. If an employee has accumulated at least three (3) weeks of vacation leave (120 hours for full-time, 60 hours for half-time), the employee may choose to cash out one (1) week of vacation (40 hours for full-time, 20 hours for half-time). This option is limited to one (1) occurrence per fiscal year.

ARTICLE 8 – SICK LEAVE

Section 1. The county will follow any and all Oregon State sick time laws and regulations. Any benefits provided in this article shall count toward the county's regulatory obligations.

Section 2. Accumulation. Sick leave shall be earned by each full-time employee at the rate of three point six nine three (3.693) hours per pay period for those working forty (40) hours per week and may be accumulated without limit. Sick leave shall be earned by each part-time employee whose budgeted full-time equivalent (FTE) is equal to or greater than 0.5 (50%). Sick leave will be based on the same proportion as the hours worked are to the total actual work hours in the month and may be accumulated without limit. Sick leave shall not accrue during any period of leave of absence without pay. When an employee is appointed to another department of the County, the employee shall retain accumulated sick leave. Sick leave usage shall be made on an hourly basis and correspond to the number of hours the employee is scheduled to work.

Section 3. Utilization. Employees may utilize their earned sick leave credits when unable to perform their work duties by reason of illness, injury or pregnancy; necessity for medical or dental care; exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance of the employee; or by illness in their immediate families. Absence to attend to an ill family member, as defined in Section 12 of this Article, shall be limited to the time the employee's presence is actually required. Employees have the obligation to make other arrangements within a reasonable period of time for the attendance upon immediate family members.

For the purposes of this Article, immediate family includes mother, father, son, daughter, husband, wife, sister, brother, equivalent in-laws, significant other, and domestic partners. Relatives not listed who reside in the employee's household are also included in the definition.

Section 4. Sick Leave Verification.

A. Management will require medical certification of the attending physician or practitioner of absence due to non-FMLA/OFLA covered illness or injury under the following conditions:

   i) sick leave time exceeds one (1) regular workweek and the illness or injury prevents the employee from working;

   ii) the employee has exhausted all sick leave;

   iii) whenever the supervisor can articulate reasonable cause to believe that a misuse or abuse of sick leave has occurred, including questionable usage, questionable patterns of usage or calling in sick on a previously denied day off, provided the employee has been previously notified by a supervisor, due to such concerns, future verification may be required. Employees notified of such reasonable cause may be required to furnish certification as referenced above for each use of sick leave for a period not to exceed six (6) months following the notice;

B. Should an employee be required by the employer to obtain a medical certification, the employer shall bear the expense of such certification not covered by the employee's health insurance.

Section 5. Sick Leave Investigation.

A. If a supervisor believes that an employee is using sick leave for reasons other than the employee's own illness, the illness of an immediate family member, injury, pregnancy, or the necessity for medical or dental care, the supervisor may initiate an investigation by contacting human resources to discuss the details of the allegations.

   If human resources agrees with the supervisor's assessment, human resources will begin an investigation using County resources and staff. As part of the investigation, the County will contact the employee and ask the employee to provide information to address the County's concerns.

   The County will conduct all sick leave investigations in a manner that will provide the necessary operational information while protecting the privacy of the employee to the extent possible.

B. Employees found to be abusing sick leave will have their time reverted to leave without pay and will be subject to the disciplinary process.

Section 6. Required Physical Examination. Should an employee be required by the employer to undergo a medical examination, the employer shall bear the expense of such examination not covered by the employee's health insurance. The medical report shall be submitted to the employer and is the property thereof.

Section 7. Bereavement Leave.

A. The amount of authorized bereavement leave shall be the amount required under state and/or federal protected leave laws. If the employee does not qualify under the protected leave policies, they may take a maximum of five (5) working days, chargeable to any accumulated leave for each death of a family member as defined in Section 12 of this Article.

B. In the event all accruals have been exhausted, the employee will be granted up to five (5) working days unpaid bereavement leave for each death of a family member as defined in Section 12 of this Article.

Section 8. Sick Leave Without Pay.

A. Sick leave without pay shall be granted for one occurrence up to maximum of ten (10) working days. This option shall be exercised, by an employee, only once in a twelve (12)-month calendar year period and the days taken off must be consecutive. Upon returning to work, the employee shall be returned to their former position and shift in that week's schedule. In the event the employee applies for any leave under the provisions of the Family Medical Leave Act (FMLA), Oregon Family Leave Act, or related statute, any leave granted under the provisions of this Section shall be counted against leave granted under the FMLA/OFLA.

B. Upon written application by an employee, leave without pay may be granted by the department head for a serious health condition when FMLA/OFLA entitlements have been exhausted. The department head may authorize sick leave without pay not to exceed six (6) months duration or until such employee is released by the employee's physician, whichever comes first. Denials will be based on business need.

Section 9. Leave Credit Following Reappointment or Recall from Layoff. An employee who is re-employed following a hearing or layoff shall have sick leave credits accrued during the previous employment restored. An employee who is re-appointed within a twelve (12)-month period after voluntary separation may have all of their previously accumulated sick leave credits restored.

Section 10. Notification. An employee who is ill and unable to report to work shall make a reasonable effort to notify their supervisor/manager as soon as the employee becomes aware that they will be unable to perform their assigned duties. Whenever possible, employees shall give two (2) hours notice that they will be unable to perform their duties. In the event illness or an emergency prevents the employee from such notification, the County may require written explanation of the failure to report in a timely manner. It shall be the responsibility of management to make the facilities or staff available to accomplish this notification. In case of a continuing illness, the County may require the employee to keep the supervisor/manager advised of their inability to report to work on a daily basis. Whenever an illness requires the employee's absence in excess of five (5) working days, they shall make every reasonable attempt to notify the County as soon as possible.

Section 11. Separation. No compensation for accrued sick leave shall be allowed for any employee when they are separated from County service.

Section 12. Protected Leave. Protected leave is available for qualifying employees in the form of family, medical, domestic violence, and military leave in conformance with the Family Medical Leave Act (FMLA), Oregon Family Medical Leave Act (OFLA), Oregon Victims of Certain Crimes Leave Act (OVCCLA), and Oregon Military Family Leave Act (OMFLA).

The administration and implementation of these acts will be in accordance with the County policy and procedures.

Any conflicts in the administration or interpretation of the provisions under either law shall first be resolved by the application of the appropriate federal and/or state statute.

Section 13. Sick Leave Conversion. Regular, full-time employees who have accumulated at least one hundred ten (110) hours of sick leave may convert a minimum of twenty-four (24) hours or equivalent to the employee's current work schedule, to three (3) personal days that cover the full hours of their shift at time of usage. The converted hours will only be used in full-day increments, cannot be cashed out, and will not be paid out upon termination of employment. Employees are allowed to exercise this sick leave conversion option only once per calendar year, as long as they continue to meet the accumulation requirements at the time of each request. Personal days are to be taken during the calendar year in which they were converted and may not be carried forward into the following year. The personal days shall be scheduled in accordance with Article 7 – Vacation Leave.

ARTICLE 9 – OTHER LEAVES

Section 1. Other Leaves of Absence with Pay. An employee holding a position in County service shall be granted a leave of absence with pay for:

A. Service with a jury; and

B. Non job-related appearance before a court, legislative committee, judicial or quasi-judicial body, as a witness in response to a subpoena or other direction by proper authority not to exceed one (1) full workday where the employee is not a party in the case. Employees, who are excused from jury service or court appearance before the end of their workday, shall immediately report their availability for assignment to their supervisor. All jury and witness fees, except mileage and meals received by the employee, shall be turned over to the County.

Section 2. Other Leaves of Absence without Pay. Prior to the expiration of all accrued leave, except sick leave, the employee may request in writing, a non-paid absence, i.e., leave without pay (LWOP). In instances where the work will not be seriously impeded by the temporary absence of an employee, the department head may authorize such leave, not to exceed one (1) year. If such leave is denied by the department head, the employee may appeal the denial to the Chief Administrative Officer within ten (10) days of the denial. The employee's request for such leave must be in writing and must establish reasonable justification for approval of the request. An employee on such authorized leave of absence shall not be considered to be on the payroll of the County during the period of leave. Such leave will not be approved for an employee who is accepting employment outside County service. Any employee who is granted a leave of absence without pay shall first be scheduled for any type of qualifying paid leave, which has accrued to their credit, before the employee is placed on leave without pay.

Section 3. Absence Paid by County Workers' Compensation Program. An employee may utilize sick leave or vacation credit to augment benefits paid under the workers' compensation program. When returned to work, the employee will be paid at the rate for the job to which they are assigned, which includes all merit and cost-of-living increases that normally would be granted during the time away from work as a result of the on-the-job injury.

The County shall provide workers' compensation insurance as required by state law. Employees who become eligible for workers' compensation shall be provided all benefits and rights in accordance with workers' compensation administrative rules and regulations, and nothing in this Article is intended to diminish those benefits and rights.

Section 4. Military and Peace Corps Leave. Military and Peace Corps leave shall be granted in accordance with Oregon Revised Statutes.

Section 5. Temporary Interruption of Employment. Any temporary interruption of employment because of adverse weather conditions, shortage of supplies or for other unexpected or unusual reasons, which does not exceed ten (10) days, shall not be considered a layoff if, at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment may be charged to accrued vacation leave or may be recorded as leave without pay.

Section 6. Failure to Return from Leave. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the County. After an absence without leave for three (3) or more working days, their position shall thereupon be declared vacant and the employee terminated unless the employee, prior to the expiration of their leave of absence, has furnished evidence that they are unable to return to work by reason of sickness, physical disability or other legitimate reasons beyond their control. Such leave requests shall be reviewed under Article 8, Section 8(B).

Section 7. Absence Without Leave. An absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. After an absence without leave for three (3) or more working days, the employee's position shall thereupon be declared vacant and the employee terminated.

Section 8. Personal Days. Regular full-time employees, who have been employed for a minimum of six (6) consecutive months, are entitled to two (2) personal days each calendar year. Such days are to be taken in full day increments during the calendar year in which the days are earned and may not be carried forward into the following year. The personal days shall be scheduled in accordance with Article 7, Section 4, Scheduling Vacations.

Section 9. Commissioners' Day. Current regular employees are granted a special Commissioners' Day. This day shall be one (1) regular work shift and is to be taken between November 15 of each year and January 31 of the following year. The Commissioners' Day shall be scheduled with supervisor approval and in a manner that will provide adequate staff to maintain service.

Section 10. In each calendar year, the employee may choose to take one (1) full day off on either the Day After Thanksgiving or Christmas Eve, with prior supervisor approval. The day not chosen by the employee will become a workday.

Day After Thanksgiving
The County agrees to grant the Day After Thanksgiving as a full regular day off for regular employees in the County service. This day off shall not be regarded as hours worked for the purpose of computing overtime hours for eligible employees.

If an employee is required to perform work on the Day After Thanksgiving, the employee shall be compensated in pay at the rate of time and one-half (1 ½) for all hours worked that day.

Christmas Eve
The County agrees to grant Christmas Eve as a full regular day off for regular employees in the County service. This day off shall not be regarded as hours worked for the purpose of computing overtime hours for eligible employees.

If an employee is required to perform work on Christmas Eve, the employee shall be compensated in pay at the rate of time and one-half (1 ½) for all hours worked that day.

ARTICLE 10 – HEALTH AND WELFARE

Section 1. Marion County Benefits Plan. Marion County shall, within the maximum contribution provided by the County, attempt to provide the best value, most effective health, dental and vision benefits available for employees and their families. The County agrees to pay the full premium for life insurance equal to the employee's base annual salary and for long-term disability benefits equal to 66 2/3% of employee's base earnings for each eligible employee. Employees will be allowed to use a Section 125 plan for health care, dependent care, transportation, and health insurance premium expenses, as allowed by law.

Section 2. Optional Insurance Benefits. Employees desiring to participate in other optional insurance programs currently authorized by the Board may do so at their expense with their payroll withholding. Employees on a non-paid leave status must make their own arrangements with Marion County's Employee Benefits staff to continue insurance benefits at their own expense, subject to the contract terms and conditions between the County and the insurance carriers.

Section 3. Health Insurance Study Committee.

The purpose and function of the Health Insurance Study Committee will be as follows:

A. To provide plan design recommendations for health, dental, and vision plans within the County contribution level as closely as possible.

B. To provide plan design recommendations that provides incentives for employees to be cost-effective health, dental, and vision benefit consumers.

C. To explore a variety of options and plan designs available at rates within the County contribution level as closely as possible.

D. To develop recommendations to provide health, dental, and vision communications to County employees and their families to encourage them to be effective consumers.

E. The committee will try to reach a consensus on recommendations for medical, vision and dental plan designs. If unable to reach a consensus, the committee will, by three-fourths vote, reach agreement on recommendations. If unable to reach agreement by consensus or vote, the benefits and Human Resources Manager will provide recommendations to the Board of Commissioners for adoption by October 1st of the calendar year preceding the benefit plan year.

F. The committee shall be composed of equal representation of employees representing associations/unions and management. The Association President shall designate a representative.

G. Meetings shall be held at least quarterly. Employees shall be allowed release time in accordance with Article 19. No overtime shall be paid for attendance at these meetings.

Section 4. Employer Health Insurance Contributions.

~~A. The County agrees to contribute up to one thousand six hundred ninety-six dollars ($1,696) per employee, per month, for health, dental and vision benefits for the benefit plan year January 1, 2024, to December 31, 2024.~~

~~B. The County agrees to contribute up to one thousand seven hundred ninety-six dollars ($1,796) per employee, per month, for health, dental and vision benefits for the benefit plan year January 1, 2025, to December 31, 2025.~~

~~C.~~A. Effective the first full pay period following ratification, ~~T~~the ~~C~~county agrees to contribute up to one thousand~~ eight~~ nine hundred and~~ ninety~~ forty-six dollars~~ ($1,896)~~ ($1,946) per employee, per month, for health, dental, and vision benefits for the remainder of benefit plan year January 1, 2026, to December 31, 2026.

B. The county agrees to contribute up to two thousand one hundred and fifty dollars ($2,150) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2027, to December 31, 2027.

C. The county agrees to contribute up to two thousand three hundred dollars ($2,300) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2028, to December 31, 2028.

ARTICLE 11 – WAGE ADJUSTMENT

Section 1. Retirement. The County agrees to continue its participation in the PERS and OPSRP pension accounts.

Effective the first pay period after July 1, 2010, the parties agree that the employer shall contribute six percent (6%) of eligible subject salary, to be remitted to Oregon PERS. After any required adjustments, Oregon PERS will distribute the net amount to the employee's Individual Account Program (IAP). For the limited purposes of Internal Revenue Code Section 414(h)2) and related tax statutes, the employee's contribution to PERS will be picked up by the County as a pre-tax contribution as the term "pick-ups" is used in the Internal Revenue Code. It is the intention of the parties that these provisions should, in substance if not in absolute form, result in no substantial additional cost to the County and no substantial effect on the net pay of employees.

If this Agreement is determined to be unlawful, ineffective or unenforceable by a final order of a court or agency of competent jurisdiction and if such order requires any payment by the County or payment to the County by one or more members of the Board of Commissioners or any officer or employee of the County as a result of such determination, the Association, its individual members and any successor organization agree that individual bargaining unit members will repay any salary, retirement benefits improperly paid, and taxes of FICA , including any ordered interest.

Should this hold harmless obligation need to be implemented, the means and methods of doing so shall be agreed by the parties but shall require fulfillment of the obligation within one year from the expiration of all appeals applicable to the determination necessitating the implementation. Nothing in this Agreement, however, shall prevent Marion County and the Association from negotiating lawful wage or benefit provisions which utilize dollars subject to repayment. Should the County be sued based on the provisions of this Agreement, the Association agrees to join with the County in litigation defending the terms of this Agreement.

Section 2. Employees will be paid biweekly. Paydays will be on Tuesdays except when Tuesday is also a holiday in which case employees normally will receive their paychecks prior to the holiday. When the payday is in the subsequent year, the employee paycheck will then be received on Wednesday of the subsequent year.

Section 3. Cost of Living Adjustment. Effective ~~July 1, 2024~~ the first full pay period following ratification, employees shall receive a two percent (2%) cost-of-living adjustment. ~~of four percent (4%).~~ Effective July 1, ~~2025~~ 2027, employees shall receive a two percent (2%) cost-of-living adjustment. ~~of three percent (3%).~~

Section 4. Training. Employees whose regular work duties do not include training who are assigned to train or assist in training other County employees by their supervisor, shall receive a five percent (5%)

differential for all hours worked while engaged in that training. For the purpose of this Section, orientation functions such as understanding policies, learning access to computer programs, and learning routes or schedules are not considered training.

Section 5. Shift Differential. All full-time employees and all part-time employees working fifty percent (50%) or more shall receive a ~~one~~ two dollar ~~($1.00)~~ ($2.00) per hour shift differential for all time which falls between the hours of 6:00 p.m. and 6:00 a.m. on weekdays and all hours worked on Saturday and Sunday.

Section 6. Bilingual Skills. Employees, whose regular duties include the use of bilingual skills and who are assigned to translate or assist in translation or otherwise use their bilingual skills by their supervisor, shall receive a five percent (5%) differential for all hours worked. Eligibility for the differential will be based on passing a valid, reliable, professionally recognized foreign language test.

Section 7. Notary Licensing. Employees, whose job duties require them to possess licensing as a notary public, shall be reimbursed for all fees associated with that license.

Section 8. Call Back Pay (Overtime Eligible Employees Only). Call back is an occasion where an employee has been released from duty and is called back to work prior to their normal starting time. On such occasions, the employee's scheduled or recognized shift shall be made available for work, except the department head shall not be obligated to work the employee more than twelve (12) consecutive hours and the employee may choose, except in cases of emergency, not to work more than twelve (12) consecutive hours, excluding meal periods, of combined call back time and regular shift time.

An employee who is called back to work outside their scheduled work shift shall be paid a minimum of two (2) hours' pay at the overtime rate. After two (2) hours' work, in each call back situation, the employee shall be compensated at the appropriate rate of pay for time worked.

Section 9. Telephone Call Pay. The County agrees to compensate overtime-eligible employees compensatory time (calculated at a time-and-one-half rate) for job-related telephone calls made or received outside of their normal work hours. An additional fifteen (15) minutes of time shall be accrued for each call they receive or make between the hours of 10:00 p.m. and 6:00 a.m. Example: A six (6)-minute phone call received at midnight would result in a total of twenty-four (24) minutes of compensatory time (six (6) minutes x one and one-half (1.5) = nine (9) + fifteen (15) = twenty-four (24)). This Section is not intended to require employees to make themselves available to receive after-hour, work-related phone calls. Employees do not receive compensatory time if the purpose of the telephone call is to offer additional shifts, voluntary overtime, or mandatory overtime.

ARTICLE 12 – ADMINISTRATION OF PAY PLAN

Section 1. Compensation Plan. The County has adopted a Compensation Plan under which employees covered by this Agreement have been and shall continue to be compensated. Compensation Plans can be accessed on the Intranet page for Human Resources.

Section 2. Administration of Compensation Plan.

A. **Rates of Pay.** Each employee shall be paid at one of the rates in the pay range for the classification in which they are employed.

B. **Entrance Pay.** Normally, an employee will be appointed or reinstated at the entrance rate for the classification. If the Director believes it is necessary to make an appointment or reinstatement above the entrance rate, the appointing power may do so if allowed by the Marion County Personnel Rules.

C. **Merit Increases.** Merit increases shall be based on satisfactory service. Employees shall be eligible for in-range merit increases on their established anniversary date until such time as an employee has reached the top step of the classification in which they are employed. The eligibility date, for the purpose of this Section, shall be the date upon which the employee is granted their first in-range merit increase to the second step of their pay range. This eligibility date may be changed as a result of the timing of future in-range merit increases, promotions or reclassifications.

D. **Eligibility For Merit Increases.** A new employee shall be advanced to the second step of the pay range for their classification six (6) months from the date of hire after satisfactory service in their classification. In those cases where a new employee is appointed above the minimum step of the pay range for their classification, their eligibility for advancement to the next step shall be the same as though they were appointed at the minimum step, unless otherwise ordered by the Board. Thereafter, eligibility for advancement to each succeeding step of the pay range shall be after each additional year of satisfactory continuous service at the preceding step.

E. The County will create a longevity pay element to reward employees' tenure with the County. Employees who meet the current longevity eligibility requirements within the CBA, and those employees who are currently receiving longevity pay, will move to the new pay element effective the first full pay period in January of 2028. Once an employee has attained their corresponding longevity it will not be removed after a reclassification, salary adjustment, or promotion.

Regular employees shall be eligible for Longevity 1 pay element at five percent (5%) after being on Step 7 of the current pay range for one (1) full year AND employed with the ~~C~~county for a minimum of ten (10) years. Regular employees shall be eligible for Longevity 2 pay element at ten and one-quarter percent (10.25%) after being on Longevity 1 of the current pay range for a full year AND employed with the ~~C~~county for a minimum of fifteen (15) years. Regular employees shall be eligible for Longevity 3 pay element at twelve and three-quarters percent (12.75%) after being on Longevity 2 of the current pay range for a full year AND employed with the ~~C~~county for a minimum of twenty (20) years.

~~D.~~F. **Movement to a Higher Classification.** When an employee is promoted or reclassified to a position in a classification with a higher maximum pay rate, the employee shall be placed on an actual step in the new range that will provide a minimum of a five percent (5%) increase, or to the minimum of the new range. The date of such promotion or reclassification shall establish a new anniversary date for subsequent merit increases.

~~E.~~G. **Movement to a Lower Classification.** If an employee is reclassified to a position in a classification with a lower pay range, their pay rate may remain the same if it is within the pay range of the lower classification. If the employee's current pay rate is not within the lower pay range, the reduction in wages shall not occur until one (1) year after the effective date of the reclassification. The anniversary date does not change as a result of the movement to a lower classification.

~~F.~~H. **Demotion.** Employees who voluntarily demote or are demoted for cause shall be placed in the new range at a step closest to the former rate of pay without resulting in a pay increase. The anniversary date does not change as a result of the demotion.

~~G.~~I. **Internal Appointment.** When an employee is selected as an internal appointment to another position in a classification with the same pay range, their rate of pay remains the same. Such employee shall retain their anniversary date for pay increases.

~~H.~~J. **Pay Range Adjustment.** The Board may make, in addition to general pay range changes negotiated between the Board and the Association, adjustments in a pay range or ranges as it determines necessary to attract and hold competent personnel or to provide pay equity between the various classifications.

~~I.~~K. **Working Out of Classification.** When an employee is assigned to perform some of the duties of a position intermittently at a higher level classification that are not in their current classification, the employee shall be paid five percent (5%) differential for all hours worked in a higher classification.

~~J.~~L. **Acting in Capacity.** An employee is acting in capacity when they are temporarily designated to perform the majority of the duties of a higher classification that are not in their current classification on a full-time continuous basis. Employees acting in capacity shall be paid five percent (5%) above the employee's base rate of pay or the first step of the higher classification's pay range, whichever is greater, for all hours an employee is designated to act in the capacity of the higher level classification. Acting in capacity assignments are limited to six (6) consecutive months unless conditions warrant extension, which must be approved by the labor-management committee.

~~K.~~M. **Lead Worker.** An employee assigned to a full spectrum of lead worker duties shall receive a five percent (5%) increase for actual hours worked as a lead worker. Lead worker duties comprise all of the following:

- Training
- Reviewing Work
- Organizing, planning, and scheduling work assignments
- Providing input on employee performance evaluations
- Providing guidance in daily activities
- Providing technical expertise
- Acting as a resource on difficult points of procedure
- Providing assistance to and making recommendations in the hiring process

Employees shall not exercise lead worker responsibilities over employees with whom they have a family, financial, or close personal relationship.

ARTICLE 13 – OVERTIME

Section 1. The following shall be regarded as hours worked for the purpose of computing overtime hours for overtime eligible employees:

A. All hours worked, holidays, jury duty and sick leave.

B. No overtime shall be worked unless authorized by the department head. Overtime shall not be paid for missed rest periods unless management affirmatively assigns an employee to miss their rest period.

Section 2. Except as a result of shift rotation, overtime shall be considered as time worked in the employee's regular position in excess of forty (40) hours in a week or over ten (10) hours worked consecutively for regular status employees. Overtime shall be compensated only once for the same hours worked.

Section 3. Whenever overtime work is required by the supervisor or department head, management shall give forty-eight (48) hours advance notice of all overtime to be worked when, in the opinion of the department head or their representative, such notice can reasonably be provided.

Section 4. No person shall be discriminated against or disciplined for refusing to work overtime when, in the opinion of the department head or their representative, another qualified employee is available to perform the work.

Section 5. Compensation for authorized overtime shall be at the rate of time and one-half (1-1/2) and may be either pay or compensatory time off. It shall be paid only if approved by the department head or designee. However, the employee may elect compensatory time off in lieu of pay. Compensatory time must be taken as leave at a mutually agreeable time. There will be a fifty (50)-hour accrual cap on compensatory time. Such payment shall be at the employee's rate of pay, which is being earned at the time of payment. When an employee is terminated they shall be paid for the overtime they accrued at the hourly rate they were receiving at the time of separation.

This Article is subject to the provisions of the Fair Labor Standards Act. If there is a conflict between this Section and the Fair Labor Standards Act, the Fair Labor Standards Act controls.

Section 6. Payment for overtime shall be made no later than the next payday following the pay period in which the overtime is worked.

Section 7. When overtime is made available to employees, it shall be distributed per the overtime policy.

ARTICLE 14 – TRAVEL ALLOWANCES

Section 1. Cost of In-State Transportation. All in-state travel must be approved in advance. The cost of transportation shall be reimbursed according to the terms of this Agreement. Itemized ~~R~~receipts shall be submitted with claims for reimbursement for air, train or bus travel, and reimbursement for private automobile transportation. Mileage reimbursement for the use of private vehicles shall be at the current standard IRS mileage rate for business use of an automobile. Mileage shall be computed from ~~official state mileage tables~~ either actual odometer readings or from an online mapping tool. Travel arrangements will be made by the County and paid directly. In the event employees must pay their own travel expenses, reimbursement is on an actual cost basis. Where employees elect to drive private automobiles in lieu of plane or train transportation, reimbursement will not exceed the best available airfare on the day air travel would normally be booked. Business use of an automobile does not include miles an employee may incur commuting.

Section 2. Cost of Out-of-State Transportation. All out-of-state travel must be approved in advance by the Department Head. Only travel for which funds are available may be approved. Written requests for authorization of out-of-state travel must be submitted fifteen (15) days prior to the proposed travel. Requests submitted less than fifteen (15) days in advance must be accompanied by an explanation of the emergency.

Section 3. Cost of Lodging, Meals and Other Travel Allowances. Employees should generally use a county PCard for all travel related expenditures. When the use of a PCard is not possible, ~~T~~the ~~County~~Employer shall reimburse the actual cost of lodging, meals and other related transportation expenses on an actual cost basis up to the US Government General Services Administration (GSA) Per Diem rate. Except in the case of an emergency, the employee shall receive prior approval for all anticipated expenses. In order to receive reimbursement, an itemized receipt must be provided for all expenses. The ~~County~~Employer reserves the right to deny expense claims for such things as personal gifts, alcohol, entertainment or excessive expenses.

Section 4. Meal Requirements for Reimbursement. Reimbursement for meals shall only be provided for meals that require an overnight stay outside Marion County and are not otherwise provided by another entity while on County business and shall be the actual cost of each meal according to Section 3 of this Article. Itemized receipts must be submitted with all requests for reimbursement.

Employees required to stay overnight shall have all appropriate meal expenses reimbursed with prior approval according to Section 3 of this Article.

Section 5. Liability Insurance. ~~Whenever a~~An employee ~~is~~ authorized to use their personal vehicle in performance of official ~~C~~county duties ~~and is required by the County to obtain automobile liability coverage in excess of the minimum levels required by state law, the County shall reimburse the employee for the cost of the insurance in an amount not to exceed ten dollars ($10.00) per month~~ must follow all requirements in county policy. Employees who are eligible for reimbursement shall provide the County with proof of insurance~~ and premium rates~~.

ARTICLE 15 – HEALTH AND SAFETY REGULATIONS

Section 1. The County shall make reasonable provisions and exercise due consideration regarding the health and safety of its employees during the hours of their employment. Employees shall follow County safety regulations and traffic laws and shall use safety equipment provided by the County. Employees shall be encouraged to report to their supervisors unsafe and potentially hazardous conditions.

Section 2. The County shall maintain clean and sanitary places where the employees report to work and provide proper shelter against the elements as well as safety measures as provided for in the Oregon Safe Employment Act.

Section 3. Any equipment required by Oregon Occupational Safety and Health Division (OR-OSHA) will be provided by the County.

Section 4. Employees may refuse to operate any equipment or ride in or on any vehicle they believe is unsafe until the equipment has been mutually inspected and/or corrected by the employee and their immediate supervisor and/or qualified person. If after such inspection, the equipment is determined by the supervisor and/or other qualified person to be safe, the employee may not refuse to operate the equipment.

Employees shall not be disciplined for refusal to operate believed unsafe equipment nor shall refusals to operate such equipment be construed as insubordination until the previous paragraph of this Article has been complied with unless an emergency situation exists.

Section 5. All County owned vehicles will be inspected at least annually by a person qualified to perform such an inspection as designated by fleet management. A written evaluation of this safety check will be maintained by Fleet.

Section 6. The County will provide for ergonomic standards to be established.

A. The County will provide ergonomically correct workstations for employees.

B. The employee will cooperatively work with the County to maintain a satisfactory work environment.

ARTICLE 16 – PERFORMANCE EVALUATIONS

Section 1. Employees shall be given a performance evaluation at least annually. This Article is subject to the provision of Article 12 to determine the employee's eligibility for merit increases.

Section 2. General Policy. It is the policy of the County to periodically review the work of each employee to assure that the employee is meeting the performance standards of the particular position. The review shall include a rating of the employee's quality and quantity of work; a review of problems which occurred during the previous year; establishment of a goal for career development and job enrichment; a review of the areas which need improvement; and, setting of performance goals for the employee for the ensuing year.

Section 3. Performance Evaluations. Human resources shall establish a system designed to fairly evaluate employee work performance. The evaluation will also outline ways to improve employee performance.

Section 4. Procedure.

A. **Supervisor Review.** At least once each year, supervisors shall meet individually with their employees to review the employees' work performance. The supervisor will observe employees at their duties prior to writing the evaluation. A copy of the performance evaluation shall be made available to the employee at the time of the evaluation.

B. **Appointing Authority Review.** The appointing authority shall review all performance evaluations and, when necessary, shall meet with the employee or supervisor to discuss problems in the evaluation. Any comments made by the appointing authority shall be made a part of the form and supplied to the supervisor and employee.

Section 5. Use of Performance Evaluation. The performance evaluation shall be a part of the employee's personnel file and may be used as a factor in determining promotion, demotion, internal appointment, reassignment, layoff, merit increase, disciplinary action and satisfactory completion of the trial service period.

Section 6. Employee Disagreement with Evaluation. If an employee disagrees with the performance evaluation, the employee may file a response with the supervisor or with human resources citing reasons for the disagreement. Human resources will file the response in the employee's personnel file. Employees must file responses no later than thirty (30) days after the employee signs the performance evaluation, or no later than thirty (30) days after the employee refused to sign the evaluation, as noted by the supervisor.

<u>Section 7</u>. The parties agree to meet and discuss the performance evaluation procedure, identify weaknesses in the current system, and recommend improvements. The County agrees to implement mutually agreeable changes in a timely fashion.

ARTICLE 17 – GENERAL PROVISIONS

Section 1. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, handicap, national origin, sexual orientation, Association membership or political affiliation. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit in regards to hiring, firing, discipline and discharge.

Section 2. Association Activities. Association activities shall be conducted in a manner which will not interfere with the effectiveness and efficiency of the County's operations in serving and carrying out its responsibility to the public. There shall be no soliciting of employees for Association membership during working hours when such soliciting would interfere with the performance of an employee's duties.

Section 3. Bulletin Boards. The County agrees to authorize the use of bulletin board space in convenient places to be used by the Association in communicating with employees.
The Association shall limit its posting of notices and bulletins to such bulletin boards and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Union.

Section 4. Courier Service. The Association shall be allowed to use the County courier service for distribution of Association business materials to bargaining unit employees.

Section 5. New Employee Orientation. A representative of the Association shall be granted time off with pay for a presentation on behalf of the Association during lunch at the New Employee Orientation. The purpose of the presentation shall be to identify the organization's representation status, provide information on the Association and distribute and collect membership applications. A list of new employees shall be delivered to the Association President for the purpose of these orientations.

Section 6. Meetings. Meetings between the County and the Association may be held, if practicable, during regular working hours on the premises of the County and without loss of pay to authorized participating employees. The number of participating employees representing the Association, exclusive of any aggrieved employee, may be limited to two (2) without loss of pay.

Section 7. Negotiations. Negotiations between the parties conducted during the open period(s) as provided by Article 34 – Life of Agreement and Termination of the Agreement shall be held during non-working hours, unless otherwise mutually agreed. The Association's Bargaining Committee shall be limited to three (3) members of the Association if negotiations are during working hours.

Section 8. Rights and Obligations. The Association and the County agree that there must be mutual respect for the rights and obligations of the Association, the County and the representatives of each.

Section 9. Use of County Equipment. Association officers, representatives, and committee representatives shall have the right to use County equipment including, but not limited to, copy machines, computers, and e-mail.

Any use resulting in cost shall be preauthorized by the supervisor. Such use will not be denied unless it adversely affects the functions, services and operations of the department. The Association shall pay when there is an associated cost at the rate charged to the public. Computer use shall be limited to those currently authorized to use such equipment and limited to designated County hardware and software. All such computer use shall be in compliance with current County and department policy.

Section 10. Labor-Management Committees.

A. The parties have jointly recognized that the creation of an effective Labor-Management Committee requires trust and commitment and open channels of communication. We believe that our working relationship will be enhanced by the creation of a Labor-Management Committee. The purpose of the committee shall be to:

   1. Seek mutual respect and understanding between the parties.
   2. Solve problems in the best interest of County residents, employees and Association members.
   3. Move labor management relations from adversarial to cooperative relations.
   4. Broaden all employees' understanding of the cooperative process.
   5. Promote participatory decision-making.
   6. Seek to understand and be understood.
   7. Established by agreement of the parties the committee shall be authorized to advise County management officials and the Union executive committee of possible solutions to ongoing issues of mutual interest.
   8. The County values feedback in relation to the job performance of management employees and will seek input from employees to aid in the evaluation process.

B. Membership. Membership on the committee shall be six (6) members. Three (3) members shall be appointed by the Association and three (3) members appointed by department management.

ARTICLE 18 – EDUCATIONAL ASSISTANCE

Section 1. Tuition aid is defined as full or partial payment or reimbursement for the costs of training sessions, classes or formal academic course work pursued on a part-time basis either during or after normal working hours.

Section 2. When, as part of a department or County-wide training plan, an employee or group of employees is assigned to attend on a part-time basis designated courses either during or after regular working hours, the employees shall be reimbursed for the costs of course registration, course materials and necessary travel expenses.

Section 3. Tuition aid may be provided for one-half (½) the cost of the course registration fee to employees who successfully complete classes for the purpose of self-development when such training will also be beneficial to the County.

Section 4. Requests for tuition aid and/or course materials shall be submitted to the County for approval or disapproval prior to enrollment by the petitioning employee.

Section 5. In instances where the work of the County will not be seriously impeded by the temporary absence of an employee, a leave of absence without pay of appropriate duration may be granted by the governing body upon request. Requests for such leave must be in writing. Leave granted under this Section will normally not exceed one (1) year.

ARTICLE 19 – RELEASE TIME FOR ASSOCIATION ACTIVITIES

Section 1. Association Officers. The President, Vice-president, Secretary, Treasurer, and Sergeant at Arms of the Association will be granted reasonable time to meet with employees, managers, executive staff and elected officials to discuss contract administration.

Section 2. Committee Members. All employees elected or appointed by the Association to serve on county or department-wide management and labor committees where the County or department has requested that the Association provide a representative shall be granted reasonable release time to travel to meetings, attend committee meetings, subcommittee meetings or to carry out duties assigned by those committees.

Section 3. Association Representatives. The Association shall notify the County, semi-annually and in writing, of all employees who will act as Association Representatives.

Reasonable paid release time will be granted to representatives to:

A. Investigate and process grievances.
B. Provide orientation to all new employees.
C. Meet with employees and management to discuss contract administration.

Section 4. General Conditions of Release Time. All release time from duties during the employee's regular work schedule granted under this Article shall be subject to the following:

A. Release time is subject to the operational needs of the County. If denied for operational needs, it will immediately be rescheduled for the earliest possible time.

B. The officer/representative or employee shall be responsible to notify their supervisor when they are leaving the worksite under the provisions of this Article. In addition, the Association representative shall ensure that the supervisor of the grievant or witness to be interviewed has been notified.

   Notifications shall include the time and expected duration of the absence. Grievants and witnesses shall be granted reasonable paid time for such interviews.

C. In the event there is disagreement between the employee and a supervisor regarding the amount of release time requested or used and said disagreement cannot be resolved between the two parties, the Chief Human Resources Officer or designee and the Association Representative shall attempt to mediate a resolution to the disagreement.

D. All paid release time will be reported on the employee's timesheet under the appropriate code. Time spent on association activities outside the employee's regular work schedule is not compensable time. The parties agree to meet and review usage and practices, as needed.

Section 5. There shall be no reprisal, coercion, intimidation, or discrimination against any Association representative for the conduct of the function described herein.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action may be imposed upon an employee only for just cause using the principles of progressive discipline.

Section 2. If disciplinary action is to be taken against an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline may include but not be limited to:

A. **Oral Reprimand.** This is a warning procedure rather than a disciplinary one and should serve to forestall the employee from being placed in such a position that a more severe form of formal penalty must be used.

B. **Written Reprimand.** The written reprimand is also a warning procedure. However, the written reprimand is used to put the employee on official notice that future abuse will result in a more severe form of action.

C. **Suspension without Pay.** Suspensions are a commonly used form of discipline after an oral and written reprimand. However, it can be used sooner based upon the severity of the misconduct. The County may suspend an employee for disciplinary reasons for a period not to exceed thirty (30) days at any one time by notifying the employee and stating the reasons for this suspension in writing. No service credit may be acquired by an employee during the period of suspension, regardless of the length of suspension.

D. **Reduction in Pay.** Reductions in pay for limited periods of time may be used as a sanction against employees in lieu of suspension generally after an oral and written reprimand. It can be used without previous discipline if the nature and severity of the misconduct warrant the discipline. Employees will be placed on steps in any pay reduction and the reduction will not exceed one (1) year.

E. **Demotions.** Demotion, both in pay and to a lower classification, may be used as a form of discipline when discharge is not warranted or when the appointing power believes that the employee has the potential for correcting conduct. Such action shall be subject to the rules governing demotions.

F. **Dismissal.** The County may dismiss for just cause any regular employee under the County's jurisdiction. The Employer may omit steps of progressive discipline if the employee's misconduct is of such severity that an immediate dismissal action is required.

Section 3. Due Process Notice and Meeting. In any discipline resulting in termination, suspension, demotion, or reduction of pay, employees shall receive before the imposition of such discipline:

A. A statement of improper conduct, inadequate performance, or other cause for discipline engaged in by the employee; and

B. A statement that suspension, reduction in pay, demotion, or dismissal is being considered as a possible sanction to the stated improper conduct, inadequate performance or other cause; and

C. A statement of the time within which the employee may choose to respond to the statement of cause and statement of discipline under consideration.

An employee who has been notified that suspension, reduction in pay, demotion, or dismissal is under consideration must be given this notice at least three (3) twenty-four (24)-hour days prior to the date of the due process meeting to respond to the statements in the notice including providing mitigating evidence. The representative may request an extension that will not exceed three (3) additional twenty-four (24)-hour days. The County and the Association may, by mutual agreement, extend the time to respond.

The employee and Association representative shall receive copies of any reports or writings that the department relied upon in reaching the decision to issue the due process notice. Such reports or writings will be provided to the employee and Association representative at least three (3) days prior to the due process hearing.

An employee may then be suspended, reduced in pay, demoted, or dismissed if:

1. The employee has responded to the statements in the notice that suspension, reduction in pay, demotion, or dismissal is under consideration and the employee's response has been received and reviewed by the appointing power; or

2. The employee has not responded to the statements in the notice within the time stated in the notice that suspension, reduction in pay, demotion, or dismissal is under consideration.

   Suspension, reduction in pay, demotion, or dismissal shall be by written notice to the Association President and the employee. Suspension, reduction in pay, demotion, or dismissal may be effective upon delivery of notice of dismissal to the employee or upon any stated time thereafter. The department management or elected officials shall consult with the county counsel and human resources prior to the imposition of a suspension, reduction in pay, demotion, or dismissal.

Section 4. Any employee who holds regular status in the classified service who has been the subject of a disciplinary action may appeal such action pursuant to Article 21, Grievance and Arbitration Procedure. Oral reprimands may be grieved up through Step 2 and, with mutual agreement of the parties, can include mediation. If an oral reprimand is grieved and the employee later receives a more serious form of discipline, the arbitrator shall consider the merits of the oral reprimand in conjunction with the other discipline.

Section 5. Prior to being interviewed regarding an administrative investigation for any reason which could lead to disciplinary action, an employee shall be:

A. Informed of the nature of the investigation and whether they are a witness or a subject of the investigation unless to do so would jeopardize the credibility of the investigation, and;

B. Afforded an opportunity and facilities to contact and consult privately with a representative of the Association.

The employee shall be allowed to take reasonable breaks during the course of the interview but not to take a break that would jeopardize the credibility of the investigation.

Section 6. The County or the Association may make an audio record of an interview of the employee under administrative investigation initiated by the employer per Section 5 when such an investigation may lead to discipline as defined in Section 1 of this Article. Before recording the employee, whether by the County or the Association, the party recording the interview will announce that the interview is being recorded. The Association shall maintain any record of the interview made by the Association as confidential and such record may be used only in that specific investigation or discipline resulting from that investigation, in any arbitration under this agreement, or in any proceeding under the PECBA. The person acting as the Association representative (and not the interviewed employee) is the only person that is permitted to record the interview.

ARTICLE 21 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition. A "grievance" is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours and conditions of employment. The complaint shall include, but is not limited to, the complaint of an employee, the Association, or the County, which involves the interpretation, application of or compliance with the provisions of this Agreement.

Section 2. Grievance Procedure – Steps.

Step 1

Any party who believes that their contractual rights have been violated shall discuss the grievance with the employee's immediate supervisor and representative. Within fourteen (14) calendar days of the date the grievant first learned of the grievance or reasonably may have been expected to have learned of it, they shall submit a written request for a meeting with the individual's immediate supervisor. The written request shall include the employee's name, date and a brief description of the dispute. The parties shall hold one or more meetings, to ascertain facts, investigate issues and, acting in good faith, attempt to resolve the dispute. The parties have fourteen (14) calendar days from the date of the written notice to resolve the dispute, move to the next step, or request an extension/waiver of the timeline. Grievances arising from termination shall begin at Step 3.

Step 2

If the grievance has not been resolved in Step 1, a formal written grievance shall be filed with the department head within thirty (30) calendar days of the original written notice. A copy of the grievance notice shall be sent to human resources. A formal County-initiated grievance shall be filed with the Board of Commissioners and the President of the Association.

A formal written grievance at Step 2 shall contain:

A. The name and position of the aggrieved party by or on whose behalf the grievance is brought;

B. The date of the circumstances giving rise to the grievance or the employee's knowledge thereof;

C. A detailed statement of the grievance, including all relevant facts, which are necessary for a full and objective understanding of the parties' position. The statement shall also contain an explanation regarding what provisions of the contract have been violated;

D. A statement of the remedy or relief sought by the party;

E. The signature of the person submitting the grievance; and,

F. The person's name and position, if other than the aggrieved employee.

The department head shall meet with the employee and their Association representative within fourteen (14) calendar days after receipt of the formal written request in an effort to resolve the complaint. The department head or designee shall respond, in writing, to the grievance within fourteen (14) calendar days following the meeting. The written response shall include the decision and the reason for the decision. The parties may mutually agree to extend time limits in order to resolve the grievance.

Step 3

If the parties have not resolved the grievance after Step 2, the Association or the County may appeal the matter to arbitration in writing within thirty (30) calendar days of the written decision. Mediation may be used as an alternative to arbitration when mutually agreed upon by both the County and the Association.

If the parties fail to mutually select an arbitrator within fourteen (14) calendar days of the Association's or County's request to arbitrate, the Oregon Employment Relations Board shall be requested by either party or both parties to provide a panel of seven (7) arbitrators. Both the County and the Association shall have the right to strike names from the panel. The party requesting arbitration shall strike the first name. Then, the other party shall strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator.

The arbitrator shall not add to, subtract from, modify or alter the terms or provisions of this Agreement. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated and to resolve the grievance within the terms of this Collective Bargaining Agreement. The decision of the arbitrator shall be binding on both parties. The arbitrator shall explicitly determine whether or not the terms of this Agreement have been violated. Arbitrability issues shall be resolved by the arbitrator, and the arbitrator is empowered to hear a case or its merits prior to ruling on arbitrability issues.

Costs of the arbitrator shall be borne by the losing party as designated by the arbitrator. Each party shall be responsible for costs of presenting its own case to the arbitrator. Any or all time limits specified in the grievance procedure may be waived by mutual written consent of the parties.

ARTICLE 22 – PERSONNEL FILES

Section 1. Human resources shall maintain a personnel file of each employee in County service. This file shall be the official file of the County and shall contain copies of all official reports, memos, letters, personnel actions, etc., relating to the employee's performance and employment status.

Section 2. An employee may inspect the contents of the employee's personnel file in the human resources office upon the employee's oral request to do so. An employee's official representative, with the permission of the employee, may inspect their personnel file. An employee may also inspect the contents of any supervisory files maintained on the employee.

Section 3. No information reflecting critically upon an employee shall be placed in the employee's official personnel file that does not bear the signature of the employee or notation that the employee has been provided a copy of the material and refuses to sign and the following disclaimer:

> "Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee and does not indicate agreement or disagreement."

Section 4. If an employee believes that there is material in the employee's personnel file which is incorrect or derogatory, the employee shall be entitled to prepare, in writing, an explanation or opinion regarding the particular material, and this shall be included as part of the personnel file. If the employee believes that such specific information should be removed entirely from the files, the employee may petition for such consideration to human resources.

Section 5. Letters of caution, consultation, warning, admonishment and reprimand shall not be used in any subsequent evaluation or disciplinary proceeding involving the employee, three (3) years after they have been placed in the records, unless there have been recurrences of a similar nature. After the three (3) year period and in the absence of a recurrence of a similar infraction, such letters shall then be removed from the employee's personnel file and supervisory files at the written request of the employee.

ARTICLE 23 – RECLASSIFICATION PROCEDURE

Section 1. Any employee may submit a request for a change in the classification of a position to human resources for a review and recommendation. Whenever human resources finds that the duties are such that the current allocation of a position is no longer correct, human resources shall prepare a report recommending a change to the appropriate classification.

Section 2. When the County initiates a reclassification, the employee shall be given full opportunity to participate in the review process prior to a decision being made.

Section 3. Disagreement between an employee and human resources relative to the allocation of a new position or the reclassification of an existing position may be appealed to the Personnel Officer within ten (10) calendar days of the date the report is issued. The appeal to the Personnel Officer shall be in writing and contain specific information as to why the appellant believes the staff report is in error or incomplete. The Personnel Officer shall investigate the matter and render a decision in writing.

The decision of the Personnel Officer may be appealed within ten (10) calendar days to the chief administrative officer or designee. The chief administrative officer or designee may affirm the Personnel Officer's decision, remand it back to the Personnel Officer for further review, or conduct a hearing on the appeal. The chief administrative officer or designee shall give at least three (3) calendar days prior notice to the interested parties. Following the hearing, the chief administrative officer or designee shall render his or her decision, which shall be final.

Section 4. If an employee is reclassified to a position with a lower pay range, the employee's pay rate may remain the same if it is within the pay range of the lower classification. The County will move the employee to the lower pay range at the existing rate of pay. If this move places the employee between steps, the County will place the employee on the next higher step.

If the employee's current pay rate is not within the new lower range, the reduction in wages shall not occur until one (1) year after the effective date of the reclassification.

Section 5. In the event that an employee's position is reclassified upward, the employee will not be required to serve a trial service period if they have been performing the higher-level duties for at least six (6) months. If the employee has not been performing the higher-level duties for at least six (6) months, they will be required to serve a six (6)-month trial service period. Employees who fail their trial service periods, will be laid off and treated as laid-off employees subject to recall to the former classification for which they attained regular status or priority placement as laid-off employees.

Section 6. Copies of any reports of findings and recommendations related to proposed changes of job classifications or proposed new job classifications will be sent to the Association President.

ARTICLE 24 – LAYOFF

Section 1. Layoff. A layoff is defined as any separation from County service not for cause and not reflecting discredit upon the employee. Layoffs may be for shortage of funds, abolishment of positions or other reasons as determined by the County.

Section 2. Notice of Layoff. Employees, who are to be laid off, shall receive notice fifteen (15) days prior to the effective date of layoff. A copy of the notice will be sent to the Association.

Section 3. Seniority Credit.

A. Seniority – One (1) point per continuous month of full-time bargaining unit service. Part-time employees shall receive one half (1/2) point per continuous month of bargaining unit service. An employee must be full-time for the full month to receive one (1) point for that month.

B. Seniority credits shall be computed from the date of hire into bargaining unit service.

C. In the event that two (2) persons have the same seniority credit, then the date of employment with the County shall be used to determine the order of layoff with the latest employees laid off first. If a tie still exists after reviewing the seniority credits, the department head shall determine the order of layoff.

Section 4. Layoff Procedure.

A. The County or the affected department, prior to layoff, shall notify the Association thirty (30) days prior to the effective date of layoff. The County shall include in this notice any employees to be exempted from layoff and a listing of seniority credit points for the employees in the affected department and classification.

B. For purposes of layoff, full-time and part-time positions shall be treated separately.

C. The County shall determine the specific exempted employees and these shall be any employee in the affected classification and department with a specific skill, certification, license designated in the employee's essential job functions which cannot be obtained or fulfilled by another employee within a ninety (90)-day period. Only positions that are essential for the operation of the department are eligible for exemption. However, the County will not exercise this option when an employee in the classification and department, who is more senior has been previously exempted by the County from holding a particular certification or license.

D. The County shall determine the number of positions in the affected department and classification to be laid off. Excluding exempted positions, the employees with the lowest seniority credits shall be given notice and laid off. The County shall notify the Association sixty (60) days prior to any layoff of the exempted positions in the classification and department. Any dispute over the designated positions shall be submitted to an expedited arbitration process.

E. Temporary employees working in the classification in which a layoff occurs and relief staff shall be terminated prior to the layoff of trial service or regular employees.

F. **Interruption of Employment.** Employees who leave County service for military service and return to their position within six (6) months after receiving an honorable discharge shall receive full longevity credit for such military service. Any employee whose continuous service is interrupted by loss of time due to a job injury shall be accorded continuous service credit for the duration of the time between the expiration of the employee's accumulated leave and the date of the employee's return to work. Seniority credit shall also be accumulated by employees while on authorized leaves of absence.

G. **Restoration of Seniority Credit.** Any regular or trial service employee, who has been laid off and subsequently returns to County employment in accordance with the recall rights of laid off employees, shall regain previously accrued seniority credits.

H. **Loss of Service.** Any employee with regular or trial service status who separates from bargaining unit service for reasons other than a layoff and subsequently returns through reappointment to the bargaining unit shall not regain previously accrued seniority credit if the break in service is for more than twelve (12) months.

Section 5. Recall. Employees, who have been laid off, shall be recalled to vacancies in the classification and department from which they were laid off. Employees shall be recalled by their department in order of seniority credits, by classification, beginning with the employee with the greatest number of seniority credits. Employees who are laid off shall have the right of recall to vacancies in the classification. Such eligibility shall continue for one (1) year from the date of layoff. Employees shall be notified of vacancies for which they are eligible for recall by electronic mail at their email address of record.

ARTICLE 25 – FILLING OF VACANCIES

Section 1. Vacancies that are to be filled shall be posted on the County website and sent by electronic mail to all county employees at least five (5) working days prior to closing.
Section 2. Employees desiring the posted position shall submit an online application to human resources via the County website.

Section 3. Any employee who makes application shall be placed on any interview list providing they meet the requirements.

Section 4. Any employee who interviews for a vacant position and who requests in writing the reasons they were not selected, shall receive from the appointing authority a written response within ten (10) working days of receipt of the request.

Section 5. The County agrees to review recruitment procedures with the Association and modify them, if necessary, to improve the opportunities for employees to be considered for internal appointments and/or promotions, including the opportunity to be interviewed.

Section 6. Part-time and temporary employees may apply for full-time, regular positions on the County's internal recruitments.

ARTICLE 26 – TRIAL SERVICE PERIOD

Section 1. All definitions contained in the Marion County Personnel Rules shall apply to this Agreement unless otherwise covered by the terms of this Agreement.
Trial service begins on the date of hire and ends six (6) continuous months from the date of hire.
Example: Trial service for an employee hired on January 15th expires the end of the workday on July 15th unless there has been a period of unpaid status during the first six (6) months.

Section 2. New employees shall serve a trial service period of at least six (6) continuous months.

Section 3. A regular or trial service employee, who is selected as an internal appointment or who promotes, must serve a new trial service period. A trial service employee must complete the trial service period before attaining regular status.

Section 4. A trial service employee serving as a result of a promotion within the bargaining unit, who fails to qualify in the new position for reasons other than misconduct, and who was a regular employee before the promotion, shall be reinstated to the employee's former classification.

Section 5. Removal During Trial Service Period. An appointing authority may dismiss an employee at any time during an employee's initial trial service period if, in the opinion of the appointing authority, the employee is unable or unwilling to satisfactorily perform the job duties or if the employee's work habits, conduct and dependability do not merit continuance in County service. Prior to dismissing an employee, the appointing authority will consult with human resources.

Section 6. Prior to completion of an employee's initial trial service period, human resources will request the appointing power to report whether the employee's performance was satisfactory or unsatisfactory. The reply will be returned to human resources not less than ten (10) working days prior to the end of the trial service period. If the reply is satisfactory, the employee shall be deemed to have satisfactorily completed the trial service period and thereby be accorded regular status in classified service. A notification of unsatisfactory service ordinarily shall be accompanied with notice of termination. Prior to completion of an employee's trial service period, the appointing authority will evaluate the employee's job performance. The evaluation will be submitted to human resources not less than ten (10) working days prior to the end of the trial service period.

If the employee's performance is determined to be unsatisfactory, the appointing authority shall either work with the Association President and human resources to extend the employee's trial service, or will dismiss the employee. Extension of trial service will not exceed 12 months from the date of hire or placement.

ARTICLE 27 – EFFECT OF LAW AND RULES

Section 1. This Agreement is subject to all existing and future laws of the State of Oregon.

Section 2. The parties shall be provided all of the rights and benefits extended by the Personnel Rules in all matters which are not addressed in this Agreement. Any violation of this Section shall be addressed through the grievance procedure.

ARTICLE 28 – SCOPE OF AGREEMENT

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

ARTICLE 29 – SAVINGS CLAUSE

This Agreement is subject to all existing and future laws of the State of Oregon. Should any of the provisions of this Agreement be found by a court of competent jurisdiction to be unlawful, unenforceable, or made illegal through enactment of state or federal law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 30 – NOTICES

Prior to planned adoption, the County shall provide to the Association President a copy of any new or proposed modification to an existing rule, policy, and/or procedural statement which directly relates to employment relations matters for the purpose of soliciting written comments or discussion.

Once the County has finalized an adoption-ready draft of a policy, a copy will be sent to the Association President with notice of the plan to adopt. The date this notice is sent to the Association President will trigger the start of the timeline to file a demand to bargain.

ARTICLE 31 – CONTRACTING OUT

Section 1. Definition. "Contracting out" is defined as follows: Entering into an agreement/contract with the private sector or public agency to provide a service previously performed by bargaining unit employees. The term "contracting out" does not include the refusal of the Board of Commissioners to provide a service and/or the refusal of the Board of Commissioners to accept local, state or federal funds to provide a service previously performed by bargaining unit employees.

Section 2. The Association recognizes that the County has the management right to decide to contract out bargaining unit work to the private or public sector. Such decisions shall, however, be made only after the affected department has conducted a formal feasibility study determining the potential cost and other benefits which would result from contracting out. The County agrees to notify the Association within five (5) business days of its decision to conduct a formal feasibility study indicating the job classifications and the work areas affected. The County shall provide the Association with no less than thirty (30) calendar days notice that it intends to contract out bargaining unit work. The notification by the County to the Association of the results of the feasibility study will include all pertinent information, bids and other data upon which the County based the decision to contract out the work including, but not limited to, the total cost savings the County anticipates.

The County and the Association shall meet within five (5) working days of the delivery by the County to the Association of all pertinent information upon which the County based the decision to contract out. The Association shall have thirty (30) days to submit an alternative proposal. No contract will be awarded pending the timely receipt of the Association's proposal. If the Association's proposal would result in providing quality and savings equal to or greater than that identified in the management plan, the parties shall agree in writing to implement the Association proposal.

Should any full-time bargaining unit member be laid off or displaced as a result of contracting out, the County and the Association shall meet to discuss the effect on the individual(s). The County's obligation to discuss the effect of such contracting out does not obligate it to secure the agreement of the Association or to exhaust the dispute resolution procedure in this Agreement or under the Public Employee Collective Bargaining Act set forth in ORS 243.650 through ORS 243.782 concerning the decision or the impact of the contracting out.

Section 3. Prior to following the regular recruitment and selection process, employees displaced by contracting out shall be placed in positions within County service for which they are qualified as the positions become available. However, such placement shall not take precedence over placement of other employees through recall from layoff, return from on-the-job injury status, promotions or internal appointments. If there are multiple displaced workers qualified for a position, the department head or appointing authority shall select the most qualified applicant.

ARTICLE 32 – TEMPORARY EMPLOYEES

Section 1. Definitions.

A. Temporary Employee is a person who is employed by Marion County in a non-budgeted position to perform the following services:

  1. Seasonal or on-call relief;

  2. Filling a vacancy in a budgeted position due to:
     a. Sick leave, parental leave, vacation leave, military leave, or
     b. Shift work, injury or during recruitment.

  3. Special projects and extra work of limited duration.

B. Temporary employment is distinguished from regular, part-time employment in that regular, part-time employment relates to a budgeted position for which there are some benefits. Interns, practicum and work study students are not temporary employees provided the interns, practicum and work study students are paid by the schools or are otherwise not covered by the terms of this Agreement.

C. Temporary work is defined as that which is limited to one thousand forty (1,040) regular hours (not including overtime hours worked) based upon a forty (40)-hour workweek within a fiscal year.

Section 2. Policy. No temporary employee can perform temporary work for more than one thousand forty (1,040) regular hours in a fiscal year (July 1 – June 30). A temporary employee may work more than twelve (12) months provided they do not exceed their yearly allocation of hours and they comply with the definitions set forth above.

Employees may fill both regular, part-time positions and temporary positions in two (2) or more departments provided they do not work more than one thousand forty (1,040) regular hours in a fiscal year.

Section 3. Extension Procedure. The Labor-Management Committee's approval is required for extensions. Requests must be made thirty (30) days prior to reaching the one thousand forty (1,040)-hour deadline. Any extension granted by the Labor-Management Committee will result in the employee continuing their employment as a temporary employee doing temporary work.

ARTICLE 33 – DRUG AND ALCOHOL USE AND TESTING

Section 1. The Association agrees to the reasonable suspicion testing as outlined in the County's Drug and Alcohol Use and Testing policy.

A. Supervisors will advise employees that they may request a representative be present as an observer during the testing process if a representative is available and can be present without delay to the testing process.

B. If an employee believes a manager may be impaired due to drugs or alcohol, the employee may report their observations to human resources. Human resources staff will determine if the manager's condition satisfies the reasonable suspicion criteria for testing. No employee shall be subject to discipline or retribution for reporting a supervisor unless the County can prove the claim was made without merit or in bad faith by the employee.

C. Any regular employee disqualified for employment due to failure to pass a pre-employment drug test may be subject to discipline in accordance with Article 20 of the Collective Bargaining Agreement. Imposition of discipline will be determined on a case-by-case basis.

Section 2. The County agrees to the following declaration of intent as to the application of that policy to the Association and its members:

A. The County agrees that managers will be held to the same standards and conditions under the Drug Free Workplace policy as they apply to represented employees.

B. Employees are required to advise their supervisor if they reasonably believe that a prescription or non-prescription drug could impair their ability to perform their essential job functions.

C. Employees are not required to tell their supervisor the prescription or non-prescription drug or the condition causing the use of the prescription or non-prescription drug only the effect of the prescription or non-prescription drug that may impair the employee's ability to perform their essential job functions.

D. The County will offer the same training to Association representatives as provided to managers in the implementation and application of the Drug and Alcohol Use and Testing policy.

E. The Association or individual employees may grieve if they believe that they were tested without reasonable suspicion and/or without cause.

F. Any last chance agreement applied as a result of the Drug and Alcohol Use and Testing shall only be valid if negotiated and agreed to and signed by the County, the Association, and the employee. The County's Drug and Alcohol Use and Testing policy shall not be interpreted in a manner that conflicts with this Article.

ARTICLE 34 – LIFE OF AGREEMENT AND TERMINATION

Section 1. This Agreement shall take effect July 1, 20~~24~~26, and shall be in full force and effect through June 30, 20~~26~~28. If either party wishes to renew or modify the Agreement as of July 1, 20~~26~~28, notification of such renewal or modification must be submitted in writing by December 1, 202~~5~~7. Negotiations shall begin in December 202~~5~~7 at a time convenient for both parties. This agreement shall have no retroactive effect.

Section 2. This Agreement shall remain in full force and effect during the period of negotiations except that if a new Agreement is not reached by July 1, ~~2026~~ 2028, the Agreement may be terminated by giving the other party at least thirty (30) days written notice of its intent to terminate the Agreement. This Agreement may be terminated at any time by mutual agreement of the parties.

Section 3. Any letters of agreement must be signed by the Chief Administrative Officer, the department head, Chief Human Resources Officer or designee, and the designated representatives of the Association to be valid. Such letters of agreement shall be attached and made part of the collective bargaining agreement. Any letters of agreement not mutually renewed prior to adoption of this Agreement or reached as a result of the process noted above shall become void and invalid.

IN WITNESS WHEREOF, the parties hereto have set their hand this _____ day of _______ ~~2024~~ 2026.

FOR THE ASSOCIATION

By: _________________________________
~~Jeremiah Barr~~Annamaria Barr
MCJEA President

By: _________________________________
Tamara Heath
MCJEA Vice President

By: _________________________________
~~Annamaria Barr~~Presley Garza
MCJEA Secretary

MARION COUNTY, OREGON

By: _______________________________
~~Kevin Cameron~~Colm Willis, Chair

By: _______________________________
~~Danielle Bethell~~Kevin Cameron, Commissioner

By: _______________________________
~~Colm Willis~~ Danielle Bethell, Commissioner

By: _______________________________
Jan Fritz
Chief Administrative Officer

By: _______________________________
~~Troy Gregg~~Alicia Cozad
Juvenile ~~Department~~ Director (AIC)

By: _______________________________
Salvador LLerenas
Chief Human Resources Officer

By: _______________________________
Cody Walterman
Human Resources Labor Counsel

Shift Trade
Letter of Agreement

I. PARTIES

The parties of this agreement are the Marion County (hereinafter, “the County”) and the Marion County Juvenile Employees Association (hereinafter, “the Association”). The purpose of this agreement is to create a process for shift trading for Association members in like classifications.

II. AGREEMENT

A shift trade is defined as a voluntary exchange of shifts with the same duration by equally qualified employees. Partial shift trades are prohibited.

a. Shift trades will be allowed within two (2) consecutive pay periods and may not result in overtime for either individual.

b. Staff will submit proposed shift trades to management in a timely manner, so that they may be reviewed for operational needs and department and facility policy. No employee shall be arbitrarily denied a shift trade.

c. Staff is responsible to seek potential shift trades and complete appropriate paperwork prior to submitting it to their supervisor. The supervisor shall notify the requesting employees of the approval or denial of the request as soon as practical, but in no case longer than five (5) calendar days from the receipt of the request when the request is made within thirty (30) calendar days of the requested shift trade.

d. Staff will be responsible to ensure that their time sheet includes the regular scheduled hours and also include the shift trade information in the note section of their time sheet specifically indicating they had a shift trade, the employee involved, the date(s) agreed upon and the actual schedule worked in the trade. For purposes of overtime, time worked as part of a shift trade is not counted as hours worked in a work week.

e. Once a trade is approved it is considered a voluntary schedule change and both employees will be accountable to work as scheduled including covering any overtime that would normally be the responsibility of the person who traded the shift. If either employee is unable to complete their scheduled shift they shall follow all call in and reporting procedures per the collective bargaining agreement and appropriate policies and procedures.

f. A shift trade is an agreement between employees. The employer is not responsible, nor can it be held liable, for disputes between employees as a result of shift trade agreements.

Abuse of shift trade, such as trades resulting in consistent alternative schedules~~, long-term,~~ or permanent schedule changes, may result in restriction of shift trades.

III. CONCLUSION

The chief administrative officer, department head, human resources, and the designated representatives of the Association, must sign any letter of agreement to be valid. Such letters of agreement shall be attached and made part of the labor agreement. Any letters of agreement not mutually renewed prior to the adoption of this agreement or reached as a result of the process noted above shall become void and invalid. This agreement does not set precedent for either party nor can either party use this agreement to compel agreement in any future dispute or negotiation.

Any dispute over the implementation or application of this letter of agreement will be resolved by the provisions of the parties' labor agreement by the grievance and arbitration provisions. Shift trade denials shall not be subject to the grievance procedure.

Termination of agreement: unless otherwise negotiated through the bargaining process this agreement shall end June 30, ~~2026~~ 2028.

For the Association	For the County
___________________________	___________________________
Annamaria Barr MCJEA President	Jan Fritz Chief Administrative Officer
____________________	____________________
Date	Date
___________________________	___________________________
Tamara Heath MCJEA Vice President	~~Troy Gregg~~Alicia Cozad Juvenile Department Director (Acting in Capacity)
____________________	____________________
Date	Date
___________________________	___________________________
Presley Garza	Salvador LLerenas

MCJEA Secretary

____
Date

Chief Human Resources Officer

____
Date

____
Cody Walterman
Human Resources Labor Counsel

____
Date

COLLECTIVE BARGAINING AGREEMENT

between the

Marion County Juvenile Employees Association

and

Marion County, Oregon

July 1, 2026 - June 30, 2028

TABLE OF CONTENTS

ARTICLE 1 – ASSOCIATION RECOGNITION

Section 1. Recognition. The County recognizes the Marion County Juvenile Employees' Association (MCJEA) as the sole and exclusive bargaining representative for ALL regular employees of the Marion County Juvenile Department who are considered prohibited from striking within the definition of ORS 243.736 except supervisory and confidential employees or employees represented by other labor organizations.

ARTICLE 2 – MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this Agreement, the County retains all rights of management in the direction of its work force. It is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the County.

These rights of management shall include, but not be limited to, the following:

A. The determination of the governmental services to be rendered to the citizens of Marion County.

B. The determination of the County's financial, budgetary, accounting and organization policies and procedures.

C. The right to establish and administer separate personnel and employment benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures and programs promulgated under any other term of this Agreement.

D. The management and direction of the work force including the right to determine the methods, processes and manner of performing work; the establishment of new positions and the determination of the duties and qualifications to be assigned or required; the right to hire, promote, demote, terminate, reassign, appoint and retain employees; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or division; the right to determine shifts, assignments and schedules of work; the right to purchase, dispose and assign equipment or supplies.

ARTICLE 3 – ASSOCIATION SECURITY

Dues Deduction

Section 1. Applications for Association membership shall first come to the Association. The Association will submit membership applications to the County and they shall be processed within the next biweekly pay period.

Section 2. Dues will continue to be deducted until the employee rescinds the request in writing. Copies of all such requests for membership cancellation shall be transmitted to the Association.

Section 3. The written request for dues deduction is not terminated when an employee is placed on any type leave, disciplinary removal or lay-off status. The County shall deduct Association dues commencing with the first paycheck following the employee's return to paid status.

Section 4. The aggregate deductions of all employees together with an itemized statement, including employee wages, shall be remitted to the Association no later than the tenth (10th) of the month following the month for which the deductions were made. The itemized listing of Association members shall reflect employee wages, terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, pay changes, name changes or any other personnel action which would affect the amount of dues withheld.

Section 5. On a monthly basis, the County shall furnish to the Association an alphabetical listing, by department, of the names and home addresses, membership status, FTE, employee identification number and continuous service date of the employees in the bargaining unit.

Section 6. The Association shall indemnify and save the Employer harmless against any and all claims, damages, suits, or other forms of liability, which may arise out of any actions taken or not taken by the Employer for the purpose of complying with the provisions of this article. Nothing in this section is intended to conflict with Oregon law. To the extent the indemnity provided for in this section conflicts with Oregon law, the provision of Oregon law shall prevail.

ARTICLE 4 – HOURS OF WORK

Section 1. The regular hours of work each day shall be consecutive.

Section 2. For employees working full-time, eight (8) or ten (10) hours of work on consecutive days, shall constitute an employee's assigned shift and each shift shall have regular starting and quitting times excluding those employees on flexible or irregular schedules. Ongoing changes in an employee's shift starting and quitting times shall require fifteen (15) days advance notice, except in emergency work situations. Nothing in this Section shall restrict an employee and the County from temporarily modifying the work schedule when necessary and/or the parties mutually agree to the change.

Section 3. Whenever the normal workweek is modified, the employee will be given fifteen (15) days advance notice. The notice shall contain the effective date of change, the duration and the reasons for the change.

Section 4. Flexible Schedule. Employees of the County may work a flexible work schedule. A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed forty (40) hours in a workweek and is agreed upon in advance by the employees and the supervisor. All flexible work schedules must be approved in advance. An employee of the County may request a flexible work schedule by submitting a request in writing to their immediate supervisor. This request shall outline the proposed schedule.

No employee shall be arbitrarily denied the opportunity of working a flexible schedule. Special consideration may be given to an employee who demonstrates an unusual hardship. All requests for flexible schedules are subject to change based on the changing needs of the department and subsequent requests to work a flexible work schedule.

Section 5. Shift Selection.

A. Regular status full-time and part-time employees in detention will bid shifts and days off annually based upon seniority on or about April 1st. Effective dates of new schedules will be the beginning of the first pay period in May. Regular status full-time and part-time employees in GAP will bid shifts and days off annually based upon seniority on or about April 1st. Effective dates of the new schedules will be the beginning of the first pay period in September. For the purposes of Article 4, Section 5(A), employee seniority will be as defined as from the date of hire into bargaining unit service. If an employee began County service in the bargaining unit and leaves the bargaining unit to work in another position in the County, the time worked in that position will also count towards their seniority if they have returned to the bargaining unit. Regular part time employees will receive half a month credit for their time of service under the above. If multiple employees have the same seniority date, they will rotate seniority each time shifts are bid. For the first of such bids, the employee whose last name as listed on the most recent paycheck is the first in alphabetical order shall bid first.

B. Trial service employees will be assigned shifts based on training and experience needs as determined by the employer.

C. The employer shall post the shifts prior to the annual bid noting hours of work, days off, and any job requirements, including but not limited to gender and bilingual ability. On any given shift, no more than one position shall be set aside for a male staff and one position set aside for a female staff in detention and GAP. Should the shift bidding by seniority or vacancies result in unbalanced shifts by the basis of employee experience and ability to perform their jobs, then the employer may move the least senior employee possible in order to achieve the balanced shift.

D. Subject only to restrictions expressly set forth in this agreement, management shall have the discretion in managing, setting, and modifying shifts, including but not limited to determining the number of positions for each shift, establishing the job requirements for positions on shift, adding or subtracting from shifts during the time the schedule is in effect, modifying the shift schedule from one bid period to the next bid period, and whether GAP and detention positions shall be bid together. Further, this shift selection process shall not limit or restrict the employer's right or ability to modify the workweek or shifts between bids based on business needs.

E. If a bid slot becomes vacant, and the department elects to fill the bid slot and/or position, the bid slot will be posted. Employees must notify the employer, in writing, of their interest within seven (7) days. The employer will assign the most senior person who has expressed interest. This process shall be limited to five (5) postings and moves. Employees are limited to one (1) movement during each bid slot posting and may not move again if selected for a schedule. Voluntary schedule changes due to this process do not require a 15-day notice. If the slot is still vacant, it will be filled by assigning the least senior employee or by recall from layoff or recruitment. Movement of the least senior employee will require a 15-day notice. If a bid slot becomes vacant and no staff submits written interest for the bid slot, the bid slot will be filled by assigning the least senior staff, recall from layoff, or recruited employee and there will be no further posting.

ARTICLE 5 – REST PERIODS AND LUNCH BREAKS

Section 1. A rest period of fifteen (15) minutes shall be permitted for all employees for each full half work shift. Such rest periods shall normally be on a scheduled basis so that activities of the department shall be staffed at all times. It is a joint responsibility of management and the employee to schedule rest periods. Employees who are having difficulty scheduling a rest period should meet with their supervisor to schedule an appropriate break time. When an employee works overtime, the employee will be granted rest periods specified by the Oregon Bureau of Labor and Industries (BOLI).

Section 2. Employees engaged in work requiring that they supervise youth during the entire work shift shall be granted a lunch period with pay not to exceed thirty (30) minutes.

Employees not engaged in work requiring that they supervise youth during the entire work shift shall be granted an unpaid lunch period not less than thirty (30) minutes nor more than one (1) hour in duration.

Section 3. Subject to the physical structure of the building and the operating needs of the County, and whenever possible, employees shall be provided with lunchroom facilities.

ARTICLE 6 – HOLIDAYS

Section 1. Holidays. The following days are legal holidays for regular employees in the County service:

New Year's Day	Independence Day
Martin Luther King's Birthday (3rd Monday in January)	Labor Day
Presidents' Day (3rd Monday in February)	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

All legal holidays designated by the Board of Commissioners.

Holiday compensation shall equal the number of hours the employee is regularly scheduled for the day the holiday falls on ("day for a day").

Holidays that occur during an employee's regularly scheduled time off shall be paid at the regular straight time rate of pay.

Section 2. Weekend Holidays. When a holiday falls on an employee's regular day off, the employee shall be paid at the regular straight rate of pay.

Employees who are required to work on a designated holiday shall receive holiday pay as well as holiday compensation for that day. Employees may, in lieu of holiday pay on the designated holiday, request to take another day off within the same week with manager/supervisor approval through the regular time off request process and will receive the number of hours regularly scheduled for that day as holiday pay.

Holidays that occur during paid leave of any type shall not be charged against such leave.

Section 3. Part-Time Employees. Compensation for holidays will be provided to regular, part-time employees of the County whose budgeted FTE is equal to or greater than 0.5 (50%).

When a part-time employee is not required to work the holiday, holiday compensation will be calculated as follows:

If the employee has a regularly set work schedule, the employee will be compensated for the hours they would be regularly scheduled to work on the observed holiday.

If the employee does not have a regularly set work schedule, holiday compensation will be calculated by dividing the number of hours worked the previous calendar month by the number of days worked the previous month.

<u>Section 4. Holiday Pay</u>. If an employee is required to perform work on holidays which fall within the employee's workweek, the employee shall be compensated at the rate of time and one-half (1-1/2) for all hours worked on the holiday in addition to the normal rate of pay (holiday compensation) for the number of hours the employee would be compensated if the holiday was taken as time off.
For the purposes of this Section, holiday compensation shall equal a normal scheduled workday.

If an employee is required to work on a holiday, and the shift begins on one day and ends the following day (i.e., graveyard shift), the employee receives holiday premium pay for the shift that begins on the County's holiday or the employee's designated holiday if the County's holiday falls on the employee's normal day off.

It is the County's intention to provide paid time off on the actual holiday. However, the parties recognize that some positions must be staffed on holidays and that employees in these positions cannot be released from duty on those holidays. Employees who are required to work on a regularly scheduled holiday may, in lieu of holiday pay provided for in this Section, request to take another day off within the same week with manager/supervisor approval through the regular time off request process and will receive the number of hours regularly scheduled for that day as holiday pay.

ARTICLE 7 – VACATION LEAVE

Section 1. Vacation Accumulation. After having served in the County service for six (6) consecutive full calendar months, full-time employees shall be eligible to use accrued vacation. Vacation leave shall be credited as follows:

Work Hours Per Week	Hours Per Pay Period 40
Day one through 3rd year of continuous service	5.231
After 3rd year of continuous service through 5th year	5.538
After 5th year of continuous service through 10th year	5.846
After 10th year of continuous service through 15th year	6.769
After 15th year of continuous service through 20th year	7.385
After 20th year	8.308

Section 2. Continuous Service. Continuous service for the purpose of determining eligibility for accelerated vacation accumulation rates shall be service unbroken by an absence (leave without pay) in excess of ten (10) consecutive workdays. Time spent by an employee on military leave, on an authorized leave of absence with pay, or on a leave without pay resulting from a compensable on-the-job injury shall be included as continuous. Time spent on other types of authorized leave will not count as part of the continuous service except employees returning from such leave or employees who were laid off, shall be entitled to credit for service prior to the leave.

Section 3. Part-Time Employees. Vacation leave shall be earned by each regular, part-time employee whose budgeted FTE is equal to or greater than 0.5 (50%). Vacation leave shall accrue in an amount proportionate to that which would be accrued under regular, full-time employment (1.0 FTE).

Section 4. Scheduling Vacations. Subject to operational requirements of the County, an employee shall have their choice of vacation time. The County, however, shall not use this language unfairly or unreasonably to deny an employee's request for vacation. Supervisors shall respond to requests as soon as practicable, but in no case longer than five (5) working days from receipt of the request when the request is made within thirty (30) working days from the beginning of the requested time off. Supervisors shall respond to requests that are made longer than thirty (30) working days in advance no longer than fifteen (15) calendar days from receipt of the request.

If two (2) or more employees request the same period of time at the same time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest seniority with the County shall be granted the vacation time. Requests received within fifteen minutes of each other shall be considered to have been received at the "same time" for purposes of this section. Such schedules may be amended by the appointing authorities to meet work emergencies or to grant requests of individual employees. Employees may request multiple weeks of vacation in tandem during choice periods for vacations (June through September), but management, in its discretion, may limit the number of employees taking back-to-back weeks of vacation during the choice periods.

Section 5. Accumulation of Vacation Credits. Employees shall not accumulate vacation leave in excess of two hundred fifty (250) hours. Any employee who is about to lose vacation credit because of accrual limitations may, by notifying their appointing authority five (5) working days in advance, absent themself to prevent loss of this time, or at the County's option, receive payment for up to five (5) working days of vacation. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay, or educational leave with pay the duration of which exceeds fifteen (15) calendar days. Any employee, who is granted a leave of absence without pay, shall first be scheduled for any vacation leave and/or compensatory time, which have accrued to their credit before they commence leave without pay. Each employee's accumulated vacation shall be reported to them bi-weekly.

Employees who are on extended workers' compensation paid time loss shall not suffer a loss of vacation credits as a result of the two hundred fifty (250)-hour limit. The employee on workers' compensation will accumulate vacation over the maximum limit of two hundred fifty (250) hours for a period not to exceed six (6) months. Amounts accrued in this manner which are above the limit shall be used within six (6) months of return to work.

Should the employee terminate, under any circumstances, the employee shall be paid for unused vacation equal to the vacation time accumulated, but in no instance will the benefits exceed two hundred fifty (250) hours.

Section 6. Transfer Credits and Terminal Vacation Pay.

A. When an employee is appointed to another department of the County, the employee shall retain accumulated vacation credits.

B. An employee who terminates during the initial six (6) months of their employment shall not be entitled to cash compensation in lieu of vacation leave. If the employee served six (6) full calendar months and is separated from County service, they shall be entitled to cash compensation at the hourly rate they were receiving at the time of separation. In case of death, compensation for accrued vacation leave shall be paid in the same manner that wages due to the decedent are paid.

Section 7. Compensation Credits. Employees hired before July 1, 2010, shall receive two (2) normal workweeks of leave, to be taken as leave with pay or, at the employee's option, they shall receive compensation for two (2) normal workweeks, accrued at the employee's regular hourly rate of pay. The employee must exercise this option with each fiscal year (computations will be based on the employee's hourly rate at the time of the request). The benefit cannot be carried forward into the next fiscal year.

An employee will not be eligible for this benefit if the employee has not completed their trial service period prior to the end of the fiscal year.

If an eligible employee elects to receive the credits as pay, it must be paid in increments equal to one (1) workweek. No partial pay (less than one (1) workweek) is allowed. If an employee elects to receive the credits as leave, it may be scheduled one (1) day at a time or as a unit, subject to the approval of the department head.

This benefit is to be used by the employee based on their employment status at the time the request is made. Payments or time off will be prorated based on the employee's work status.

Section 8. Sunset of Compensation Credits. Employees hired on or after July 1, 2010, will not receive compensation credits. In lieu of receiving compensation credits, new employees will receive a higher rate of pay generated by rolling the value of the compensation credits (3.84%) into the base rate of pay.

Section 9. Opting-Out of Compensation Credits. Employees hired on or before July 1, 2010, may make a one-time, permanent election to opt-out of compensation credits provided in Section 7 of this Article, in return for the higher salary provided in Section 8 of this Article. Once enrolled in this program, an employee may not return to receiving compensation credits and pay at the lower salary schedule.

Section 10. Vacation Cash-Out. If an employee has accumulated at least three (3) weeks of vacation leave (120 hours for full-time, 60 hours for half-time), the employee may choose to cash out one (1) week of vacation (40 hours for full-time, 20 hours for half-time). This option is limited to one (1) occurrence per fiscal year.

ARTICLE 8 – SICK LEAVE

Section 1. The county will follow any and all Oregon State sick time laws and regulations. Any benefits provided in this article shall count toward the county's regulatory obligations.

Section 2. Accumulation. Sick leave shall be earned by each full-time employee at the rate of three point six nine three (3.693) hours per pay period for those working forty (40) hours per week and may be accumulated without limit. Sick leave shall be earned by each part-time employee whose budgeted full-time equivalent (FTE) is equal to or greater than 0.5 (50%). Sick leave will be based on the same proportion as the hours worked are to the total actual work hours in the month and may be accumulated without limit. Sick leave shall not accrue during any period of leave of absence without pay. When an employee is appointed to another department of the County, the employee shall retain accumulated sick leave. Sick leave usage shall be made on an hourly basis and correspond to the number of hours the employee is scheduled to work.

Section 3. Utilization. Employees may utilize their earned sick leave credits when unable to perform their work duties by reason of illness, injury or pregnancy; necessity for medical or dental care; exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance of the employee; or by illness in their immediate families. Absence to attend to an ill family member, as defined in Section 12 of this Article, shall be limited to the time the employee's presence is actually required. Employees have the obligation to make other arrangements within a reasonable period of time for the attendance upon immediate family members.

For the purposes of this Article, immediate family includes mother, father, son, daughter, husband, wife, sister, brother, equivalent in-laws, significant other, and domestic partners. Relatives not listed who reside in the employee's household are also included in the definition.

Section 4. Sick Leave Verification.

A. Management will require medical certification of the attending physician or practitioner of absence due to non-FMLA/OFLA covered illness or injury under the following conditions:

   i) sick leave time exceeds one (1) regular workweek and the illness or injury prevents the employee from working;

   ii) the employee has exhausted all sick leave;

   iii) whenever the supervisor can articulate reasonable cause to believe that a misuse or abuse of sick leave has occurred, including questionable usage, questionable patterns of usage or calling in sick on a previously denied day off, provided the employee has been previously notified by a supervisor, due to such concerns, future verification may be required. Employees notified of such reasonable cause may be required to furnish certification as referenced above for each use of sick leave for a period not to exceed six (6) months following the notice;

B. Should an employee be required by the employer to obtain a medical certification, the employer shall bear the expense of such certification not covered by the employee's health insurance.

Section 5. Sick Leave Investigation.

A. If a supervisor believes that an employee is using sick leave for reasons other than the employee's own illness, the illness of an immediate family member, injury, pregnancy, or the necessity for medical or dental care, the supervisor may initiate an investigation by contacting human resources to discuss the details of the allegations.

   If human resources agrees with the supervisor's assessment, human resources will begin an investigation using County resources and staff. As part of the investigation, the County will contact the employee and ask the employee to provide information to address the County's concerns.

   The County will conduct all sick leave investigations in a manner that will provide the necessary operational information while protecting the privacy of the employee to the extent possible.

B. Employees found to be abusing sick leave will have their time reverted to leave without pay and will be subject to the disciplinary process.

Section 6. Required Physical Examination. Should an employee be required by the employer to undergo a medical examination, the employer shall bear the expense of such examination not covered by the employee's health insurance. The medical report shall be submitted to the employer and is the property thereof.

Section 7. Bereavement Leave.

A. The amount of authorized bereavement leave shall be the amount required under state and/or federal protected leave laws. If the employee does not qualify under the protected leave policies, they may take a maximum of five (5) working days, chargeable to any accumulated leave for each death of a family member as defined in Section 12 of this Article.

B. In the event all accruals have been exhausted, the employee will be granted up to five (5) working days unpaid bereavement leave for each death of a family member as defined in Section 12 of this Article.

Section 8. Sick Leave Without Pay.

A. Sick leave without pay shall be granted for one occurrence up to maximum of ten (10) working days. This option shall be exercised, by an employee, only once in a twelve (12)-month calendar year period and the days taken off must be consecutive. Upon returning to work, the employee shall be returned to their former position and shift in that week's schedule. In the event the employee applies for any leave under the provisions of the Family Medical Leave Act (FMLA), Oregon Family Leave Act, or related statute, any leave granted under the provisions of this Section shall be counted against leave granted under the FMLA/OFLA.

B. Upon written application by an employee, leave without pay may be granted by the department head for a serious health condition when FMLA/OFLA entitlements have been exhausted. The department head may authorize sick leave without pay not to exceed six (6) months duration or until such employee is released by the employee's physician, whichever comes first. Denials will be based on business need.

Section 9. Leave Credit Following Reappointment or Recall from Layoff. An employee who is re-employed following a hearing or layoff shall have sick leave credits accrued during the previous employment restored. An employee who is re-appointed within a twelve (12)-month period after voluntary separation may have all of their previously accumulated sick leave credits restored.

Section 10. Notification. An employee who is ill and unable to report to work shall make a reasonable effort to notify their supervisor/manager as soon as the employee becomes aware that they will be unable to perform their assigned duties. Whenever possible, employees shall give two (2) hours notice that they will be unable to perform their duties. In the event illness or an emergency prevents the employee from such notification, the County may require written explanation of the failure to report in a timely manner. It shall be the responsibility of management to make the facilities or staff available to accomplish this notification. In case of a continuing illness, the County may require the employee to keep the supervisor/manager advised of their inability to report to work on a daily basis. Whenever an illness requires the employee's absence in excess of five (5) working days, they shall make every reasonable attempt to notify the County as soon as possible.

Section 11. Separation. No compensation for accrued sick leave shall be allowed for any employee when they are separated from County service.

Section 12. Protected Leave. Protected leave is available for qualifying employees in the form of family, medical, domestic violence, and military leave in conformance with the Family Medical Leave Act (FMLA), Oregon Family Medical Leave Act (OFLA), Oregon Victims of Certain Crimes Leave Act (OVCCLA), and Oregon Military Family Leave Act (OMFLA).

The administration and implementation of these acts will be in accordance with the County policy and procedures.

Any conflicts in the administration or interpretation of the provisions under either law shall first be resolved by the application of the appropriate federal and/or state statute.

Section 13. Sick Leave Conversion. Regular, full-time employees who have accumulated at least one hundred ten (110) hours of sick leave may convert a minimum of twenty-four (24) hours or equivalent to the employee's current work schedule, to three (3) personal days that cover the full hours of their shift at time of usage. The converted hours will only be used in full-day increments, cannot be cashed out, and will not be paid out upon termination of employment. Employees are allowed to exercise this sick leave conversion option only once per calendar year, as long as they continue to meet the accumulation requirements at the time of each request. Personal days are to be taken during the calendar year in which they were converted and may not be carried forward into the following year. The personal days shall be scheduled in accordance with Article 7 – Vacation Leave.

ARTICLE 9 – OTHER LEAVES

Section 1. Other Leaves of Absence with Pay. An employee holding a position in County service shall be granted a leave of absence with pay for:

A. Service with a jury; and

B. Non job-related appearance before a court, legislative committee, judicial or quasi-judicial body, as a witness in response to a subpoena or other direction by proper authority not to exceed one (1) full workday where the employee is not a party in the case. Employees, who are excused from jury service or court appearance before the end of their workday, shall immediately report their availability for assignment to their supervisor. All jury and witness fees, except mileage and meals received by the employee, shall be turned over to the County.

Section 2. Other Leaves of Absence without Pay. Prior to the expiration of all accrued leave, except sick leave, the employee may request in writing, a non-paid absence, i.e., leave without pay (LWOP). In instances where the work will not be seriously impeded by the temporary absence of an employee, the department head may authorize such leave, not to exceed one (1) year. If such leave is denied by the department head, the employee may appeal the denial to the Chief Administrative Officer within ten (10) days of the denial. The employee's request for such leave must be in writing and must establish reasonable justification for approval of the request. An employee on such authorized leave of absence shall not be considered to be on the payroll of the County during the period of leave. Such leave will not be approved for an employee who is accepting employment outside County service. Any employee who is granted a leave of absence without pay shall first be scheduled for any type of qualifying paid leave, which has accrued to their credit, before the employee is placed on leave without pay.

Section 3. Absence Paid by County Workers' Compensation Program. An employee may utilize sick leave or vacation credit to augment benefits paid under the workers' compensation program. When returned to work, the employee will be paid at the rate for the job to which they are assigned, which includes all merit and cost-of-living increases that normally would be granted during the time away from work as a result of the on-the-job injury.

The County shall provide workers' compensation insurance as required by state law. Employees who become eligible for workers' compensation shall be provided all benefits and rights in accordance with workers' compensation administrative rules and regulations, and nothing in this Article is intended to diminish those benefits and rights.

Section 4. Military and Peace Corps Leave. Military and Peace Corps leave shall be granted in accordance with Oregon Revised Statutes.

<u>Section 5. Temporary Interruption of Employment</u>. Any temporary interruption of employment because of adverse weather conditions, shortage of supplies or for other unexpected or unusual reasons, which does not exceed ten (10) days, shall not be considered a layoff if, at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment may be charged to accrued vacation leave or may be recorded as leave without pay.

<u>Section 6. Failure to Return from Leave</u>. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the County. After an absence without leave for three (3) or more working days, their position shall thereupon be declared vacant and the employee terminated unless the employee, prior to the expiration of their leave of absence, has furnished evidence that they are unable to return to work by reason of sickness, physical disability or other legitimate reasons beyond their control. Such leave requests shall be reviewed under Article 8, Section 8(B).

<u>Section 7. Absence Without Leave</u>. An absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. After an absence without leave for three (3) or more working days, the employee's position shall thereupon be declared vacant and the employee terminated.

<u>Section 8. Personal Days</u>. Regular full-time employees, who have been employed for a minimum of six (6) consecutive months, are entitled to two (2) personal days each calendar year. Such days are to be taken in full day increments during the calendar year in which the days are earned and may not be carried forward into the following year. The personal days shall be scheduled in accordance with Article 7, Section 4, Scheduling Vacations.

<u>Section 9. Commissioners' Day</u>. Current regular employees are granted a special Commissioners' Day. This day shall be one (1) regular work shift and is to be taken between November 15 of each year and January 31 of the following year. The Commissioners' Day shall be scheduled with supervisor approval and in a manner that will provide adequate staff to maintain service.

<u>Section 10</u>. In each calendar year, the employee may choose to take one (1) full day off on either the Day After Thanksgiving or Christmas Eve, with prior supervisor approval. The day not chosen by the employee will become a workday.

<u>Day After Thanksgiving</u>
The County agrees to grant the Day After Thanksgiving as a full regular day off for regular employees in the County service. This day off shall not be regarded as hours worked for the purpose of computing overtime hours for eligible employees.

If an employee is required to perform work on the Day After Thanksgiving, the employee shall be compensated in pay at the rate of time and one-half (1 ½) for all hours worked that day.

Christmas Eve

The County agrees to grant Christmas Eve as a full regular day off for regular employees in the County service. This day off shall not be regarded as hours worked for the purpose of computing overtime hours for eligible employees.

If an employee is required to perform work on Christmas Eve, the employee shall be compensated in pay at the rate of time and one-half (1 ½) for all hours worked that day.

ARTICLE 10 – HEALTH AND WELFARE

Section 1. Marion County Benefits Plan. Marion County shall, within the maximum contribution provided by the County, attempt to provide the best value, most effective health, dental and vision benefits available for employees and their families. The County agrees to pay the full premium for life insurance equal to the employee's base annual salary and for long-term disability benefits equal to 66 2/3% of employee's base earnings for each eligible employee. Employees will be allowed to use a Section 125 plan for health care, dependent care, transportation, and health insurance premium expenses, as allowed by law.

Section 2. Optional Insurance Benefits. Employees desiring to participate in other optional insurance programs currently authorized by the Board may do so at their expense with their payroll withholding. Employees on a non-paid leave status must make their own arrangements with Marion County's Employee Benefits staff to continue insurance benefits at their own expense, subject to the contract terms and conditions between the County and the insurance carriers.

Section 3. Health Insurance Study Committee.

The purpose and function of the Health Insurance Study Committee will be as follows:

A. To provide plan design recommendations for health, dental, and vision plans within the County contribution level as closely as possible.

B. To provide plan design recommendations that provides incentives for employees to be cost-effective health, dental, and vision benefit consumers.

C. To explore a variety of options and plan designs available at rates within the County contribution level as closely as possible.

D. To develop recommendations to provide health, dental, and vision communications to County employees and their families to encourage them to be effective consumers.

E. The committee will try to reach a consensus on recommendations for medical, vision and dental plan designs. If unable to reach a consensus, the committee will, by three-fourths vote, reach agreement on recommendations. If unable to reach agreement by consensus or vote, the benefits and Human Resources Manager will provide recommendations to the Board of Commissioners for adoption by October 1st of the calendar year preceding the benefit plan year.

F. The committee shall be composed of equal representation of employees representing associations/unions and management. The Association President shall designate a representative.

G. Meetings shall be held at least quarterly. Employees shall be allowed release time in accordance with Article 19. No overtime shall be paid for attendance at these meetings.

Section 4. Employer Health Insurance Contributions.

A. Effective the first full pay period following ratification, the county agrees to contribute up to one thousand nine hundred and forty-six dollars ($1,946) per employee, per month, for health, dental, and vision benefits for the remainder of benefit plan year January 1, 2026, to December 31, 2026.

B. The county agrees to contribute up to two thousand one hundred and fifty dollars ($2,150) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2027, to December 31, 2027.

C. The county agrees to contribute up to two thousand three hundred dollars ($2,300) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2028, to December 31, 2028.

ARTICLE 11 – WAGE ADJUSTMENT

Section 1. Retirement. The County agrees to continue its participation in the PERS and OPSRP pension accounts.

Effective the first pay period after July 1, 2010, the parties agree that the employer shall contribute six percent (6%) of eligible subject salary, to be remitted to Oregon PERS. After any required adjustments, Oregon PERS will distribute the net amount to the employee's Individual Account Program (IAP). For the limited purposes of Internal Revenue Code Section 414(h)2) and related tax statutes, the employee's contribution to PERS will be picked up by the County as a pre-tax contribution as the term "pick-ups" is used in the Internal Revenue Code. It is the intention of the parties that these provisions should, in substance if not in absolute form, result in no substantial additional cost to the County and no substantial effect on the net pay of employees.

If this Agreement is determined to be unlawful, ineffective or unenforceable by a final order of a court or agency of competent jurisdiction and if such order requires any payment by the County or payment to the County by one or more members of the Board of Commissioners or any officer or employee of the County as a result of such determination, the Association, its individual members and any successor organization agree that individual bargaining unit members will repay any salary, retirement benefits improperly paid, and taxes of FICA , including any ordered interest.

Should this hold harmless obligation need to be implemented, the means and methods of doing so shall be agreed by the parties but shall require fulfillment of the obligation within one year from the expiration of all appeals applicable to the determination necessitating the implementation. Nothing in this Agreement, however, shall prevent Marion County and the Association from negotiating lawful wage or benefit provisions which utilize dollars subject to repayment. Should the County be sued based on the provisions of this Agreement, the Association agrees to join with the County in litigation defending the terms of this Agreement.

Section 2. Employees will be paid biweekly. Paydays will be on Tuesdays except when Tuesday is also a holiday in which case employees normally will receive their paychecks prior to the holiday. When the payday is in the subsequent year, the employee paycheck will then be received on Wednesday of the subsequent year.

Section 3. Cost of Living Adjustment. Effective the first full pay period following ratification, employees shall receive a two percent (2%) cost-of-living adjustment. Effective July 1, 2027, employees shall receive a two percent (2%) cost-of-living adjustment.

Section 4. Training. Employees whose regular work duties do not include training who are assigned to train or assist in training other County employees by their supervisor, shall receive a five percent (5%) differential for all hours worked while engaged in that training. For the purpose of this Section, orientation functions such as understanding policies, learning access to computer programs, and learning routes or schedules are not considered training.

Section 5. Shift Differential. All full-time employees and all part-time employees working fifty percent (50%) or more shall receive a two dollar ($2.00) per hour shift differential for all time which falls between the hours of 6:00 p.m. and 6:00 a.m. on weekdays and all hours worked on Saturday and Sunday.

Section 6. Bilingual Skills. Employees, whose regular duties include the use of bilingual skills and who are assigned to translate or assist in translation or otherwise use their bilingual skills by their supervisor, shall receive a five percent (5%) differential for all hours worked. Eligibility for the differential will be based on passing a valid, reliable, professionally recognized foreign language test.

Section 7. Notary Licensing. Employees, whose job duties require them to possess licensing as a notary public, shall be reimbursed for all fees associated with that license.

Section 8. Call Back Pay (Overtime Eligible Employees Only). Call back is an occasion where an employee has been released from duty and is called back to work prior to their normal starting time. On such occasions, the employee's scheduled or recognized shift shall be made available for work, except the department head shall not be obligated to work the employee more than twelve (12) consecutive hours and the employee may choose, except in cases of emergency, not to work more than twelve (12) consecutive hours, excluding meal periods, of combined call back time and regular shift time.

An employee who is called back to work outside their scheduled work shift shall be paid a minimum of two (2) hours' pay at the overtime rate. After two (2) hours' work, in each call back situation, the employee shall be compensated at the appropriate rate of pay for time worked.

Section 9. Telephone Call Pay. The County agrees to compensate overtime-eligible employees compensatory time (calculated at a time-and-one-half rate) for job-related telephone calls made or received outside of their normal work hours. An additional fifteen (15) minutes of time shall be accrued for each call they receive or make between the hours of 10:00 p.m. and 6:00 a.m. Example: A six (6)-minute phone call received at midnight would result in a total of twenty-four (24) minutes of compensatory time (six (6) minutes x one and one-half (1.5) = nine (9) + fifteen (15) = twenty-four (24)). This Section is not intended to require employees to make themselves available to receive after-hour, work-related phone calls. Employees do not receive compensatory time if the purpose of the telephone call is to offer additional shifts, voluntary overtime, or mandatory overtime.

ARTICLE 12 – ADMINISTRATION OF PAY PLAN

Section 1. Compensation Plan. The County has adopted a Compensation Plan under which employees covered by this Agreement have been and shall continue to be compensated. Compensation Plans can be accessed on the Intranet page for Human Resources.

Section 2. Administration of Compensation Plan.

A. **Rates of Pay.** Each employee shall be paid at one of the rates in the pay range for the classification in which they are employed.

B. **Entrance Pay.** Normally, an employee will be appointed or reinstated at the entrance rate for the classification. If the Director believes it is necessary to make an appointment or reinstatement above the entrance rate, the appointing power may do so if allowed by the Marion County Personnel Rules.

C. **Merit Increases.** Merit increases shall be based on satisfactory service. Employees shall be eligible for in-range merit increases on their established anniversary date until such time as an employee has reached the top step of the classification in which they are employed. The eligibility date, for the purpose of this Section, shall be the date upon which the employee is granted their first in-range merit increase to the second step of their pay range. This eligibility date may be changed as a result of the timing of future in-range merit increases, promotions or reclassifications.

D. **Eligibility For Merit Increases.** A new employee shall be advanced to the second step of the pay range for their classification six (6) months from the date of hire after satisfactory service in their classification. In those cases where a new employee is appointed above the minimum step of the pay range for their classification, their eligibility for advancement to the next step shall be the same as though they were appointed at the minimum step, unless otherwise ordered by the Board. Thereafter, eligibility for advancement to each succeeding step of the pay range shall be after each additional year of satisfactory continuous service at the preceding step.

E. The County will create a longevity pay element to reward employees' tenure with the County. Employees who meet the current longevity eligibility requirements within the CBA, and those employees who are currently receiving longevity pay, will move to the new pay element effective the first full pay period in January of 2028. Once an employee has attained their corresponding longevity it will not be removed after a reclassification, salary adjustment, or promotion.

   Regular employees shall be eligible for Longevity 1 pay element at five percent (5%) after being on Step 7 of the current pay range for one (1) full year AND employed with the county for a minimum of ten (10) years. Regular employees shall be eligible for Longevity 2 pay element at ten and one-quarter percent (10.25%) after being on Longevity 1 of the current pay range for a full year AND employed with the county for a minimum of fifteen (15) years. Regular employees shall be eligible for Longevity 3 pay element at twelve and three-quarters percent (12.75%) after being on Longevity 2 of the current pay range for a full year AND employed with the county for a minimum of twenty (20) years.

F. **Movement to a Higher Classification.** When an employee is promoted or reclassified to a position in a classification with a higher maximum pay rate, the employee shall be placed on an actual step in the new range that will provide a minimum of a five percent (5%) increase, or to the minimum of the new range. The date of such promotion or reclassification shall establish a new anniversary date for subsequent merit increases.

G. **Movement to a Lower Classification.** If an employee is reclassified to a position in a classification with a lower pay range, their pay rate may remain the same if it is within the pay range of the lower classification. If the employee's current pay rate is not within the lower pay range, the reduction in wages shall not occur until one (1) year after the effective date of the reclassification. The anniversary date does not change as a result of the movement to a lower classification.

H. **Demotion.** Employees who voluntarily demote or are demoted for cause shall be placed in the new range at a step closest to the former rate of pay without resulting in a pay increase. The anniversary date does not change as a result of the demotion.

I. **Internal Appointment.** When an employee is selected as an internal appointment to another position in a classification with the same pay range, their rate of pay remains the same. Such employee shall retain their anniversary date for pay increases.

J. **Pay Range Adjustment.** The Board may make, in addition to general pay range changes negotiated between the Board and the Association, adjustments in a pay range or ranges as it determines necessary to attract and hold competent personnel or to provide pay equity between the various classifications.

K. **Working Out of Classification.** When an employee is assigned to perform some of the duties of a position intermittently at a higher level classification that are not in their current classification, the employee shall be paid five percent (5%) differential for all hours worked in a higher classification.

L. **Acting in Capacity.** An employee is acting in capacity when they are temporarily designated to perform the majority of the duties of a higher classification that are not in their current classification on a full-time continuous basis. Employees acting in capacity shall be paid five percent (5%) above the employee's base rate of pay or the first step of the higher classification's pay range, whichever is greater, for all hours an employee is designated to act in the capacity of the higher level classification. Acting in capacity assignments are limited to six (6) consecutive months unless conditions warrant extension, which must be approved by the labor-management committee.

M. **Lead Worker.** An employee assigned to a full spectrum of lead worker duties shall receive a five percent (5%) increase for actual hours worked as a lead worker. Lead worker duties comprise all of the following:

- Training
- Reviewing Work
- Organizing, planning, and scheduling work assignments
- Providing input on employee performance evaluations
- Providing guidance in daily activities
- Providing technical expertise
- Acting as a resource on difficult points of procedure
- Providing assistance to and making recommendations in the hiring process

Employees shall not exercise lead worker responsibilities over employees with whom they have a family, financial, or close personal relationship.

ARTICLE 13 – OVERTIME

Section 1. The following shall be regarded as hours worked for the purpose of computing overtime hours for overtime eligible employees:

A. All hours worked, holidays, jury duty and sick leave.

B. No overtime shall be worked unless authorized by the department head. Overtime shall not be paid for missed rest periods unless management affirmatively assigns an employee to miss their rest period.

Section 2. Except as a result of shift rotation, overtime shall be considered as time worked in the employee's regular position in excess of forty (40) hours in a week or over ten (10) hours worked consecutively for regular status employees. Overtime shall be compensated only once for the same hours worked.

Section 3. Whenever overtime work is required by the supervisor or department head, management shall give forty-eight (48) hours advance notice of all overtime to be worked when, in the opinion of the department head or their representative, such notice can reasonably be provided.

Section 4. No person shall be discriminated against or disciplined for refusing to work overtime when, in the opinion of the department head or their representative, another qualified employee is available to perform the work.

Section 5. Compensation for authorized overtime shall be at the rate of time and one-half (1-1/2) and may be either pay or compensatory time off. It shall be paid only if approved by the department head or designee. However, the employee may elect compensatory time off in lieu of pay. Compensatory time must be taken as leave at a mutually agreeable time. There will be a fifty (50)-hour accrual cap on compensatory time. Such payment shall be at the employee's rate of pay, which is being earned at the time of payment. When an employee is terminated they shall be paid for the overtime they accrued at the hourly rate they were receiving at the time of separation.

This Article is subject to the provisions of the Fair Labor Standards Act. If there is a conflict between this Section and the Fair Labor Standards Act, the Fair Labor Standards Act controls.

Section 6. Payment for overtime shall be made no later than the next payday following the pay period in which the overtime is worked.

Section 7. When overtime is made available to employees, it shall be distributed per the overtime policy.

ARTICLE 14 – TRAVEL ALLOWANCES

Section 1. Cost of In-State Transportation. All in-state travel must be approved in advance. The cost of transportation shall be reimbursed according to the terms of this Agreement. Itemized receipts shall be submitted with claims for reimbursement for air, train or bus travel, and reimbursement for private automobile transportation. Mileage reimbursement for the use of private vehicles shall be at the current standard IRS mileage rate for business use of an automobile. Mileage shall be computed from either actual odometer readings or from an online mapping tool. Travel arrangements will be made by the County and paid directly. In the event employees must pay their own travel expenses, reimbursement is on an actual cost basis. Where employees elect to drive private automobiles in lieu of plane or train transportation, reimbursement will not exceed the best available airfare on the day air travel would normally be booked. Business use of an automobile does not include miles an employee may incur commuting.

Section 2. Cost of Out-of-State Transportation. All out-of-state travel must be approved in advance by the Department Head. Only travel for which funds are available may be approved. Written requests for authorization of out-of-state travel must be submitted fifteen (15) days prior to the proposed travel. Requests submitted less than fifteen (15) days in advance must be accompanied by an explanation of the emergency.

Section 3. Cost of Lodging, Meals and Other Travel Allowances. Employees should generally use a county PCard for all travel related expenditures. When the use of a PCard is not possible, the Employer shall reimburse the actual cost of lodging, meals and other related transportation expenses on an actual cost basis up to the US Government General Services Administration (GSA) Per Diem rate. Except in the case of an emergency, the employee shall receive prior approval for all anticipated expenses. In order to receive reimbursement, an itemized receipt must be provided for all expenses. The Employer reserves the right to deny expense claims for such things as personal gifts, alcohol, entertainment or excessive expenses.

Section 4. Meal Requirements for Reimbursement. Reimbursement for meals shall only be provided for meals that require an overnight stay outside Marion County and are not otherwise provided by another entity while on County business and shall be the actual cost of each meal according to Section 3 of this Article. Itemized receipts must be submitted with all requests for reimbursement.

Employees required to stay overnight shall have all appropriate meal expenses reimbursed with prior approval according to Section 3 of this Article.

Section 5. Liability Insurance. An employee authorized to use their personal vehicle in performance of official county duties must follow all requirements in county policy. Employees who are eligible for reimbursement shall provide the County with proof of insurance.

ARTICLE 15 – HEALTH AND SAFETY REGULATIONS

Section 1. The County shall make reasonable provisions and exercise due consideration regarding the health and safety of its employees during the hours of their employment. Employees shall follow County safety regulations and traffic laws and shall use safety equipment provided by the County. Employees shall be encouraged to report to their supervisors unsafe and potentially hazardous conditions.

Section 2. The County shall maintain clean and sanitary places where the employees report to work and provide proper shelter against the elements as well as safety measures as provided for in the Oregon Safe Employment Act.

Section 3. Any equipment required by Oregon Occupational Safety and Health Division (OR-OSHA) will be provided by the County.

Section 4. Employees may refuse to operate any equipment or ride in or on any vehicle they believe is unsafe until the equipment has been mutually inspected and/or corrected by the employee and their immediate supervisor and/or qualified person. If after such inspection, the equipment is determined by the supervisor and/or other qualified person to be safe, the employee may not refuse to operate the equipment.

Employees shall not be disciplined for refusal to operate believed unsafe equipment nor shall refusals to operate such equipment be construed as insubordination until the previous paragraph of this Article has been complied with unless an emergency situation exists.

Section 5. All County owned vehicles will be inspected at least annually by a person qualified to perform such an inspection as designated by fleet management. A written evaluation of this safety check will be maintained by Fleet.

Section 6. The County will provide for ergonomic standards to be established.

A. The County will provide ergonomically correct workstations for employees.

B. The employee will cooperatively work with the County to maintain a satisfactory work environment.

ARTICLE 16 – PERFORMANCE EVALUATIONS

Section 1. Employees shall be given a performance evaluation at least annually. This Article is subject to the provision of Article 12 to determine the employee's eligibility for merit increases.

Section 2. General Policy. It is the policy of the County to periodically review the work of each employee to assure that the employee is meeting the performance standards of the particular position. The review shall include a rating of the employee's quality and quantity of work; a review of problems which occurred during the previous year; establishment of a goal for career development and job enrichment; a review of the areas which need improvement; and, setting of performance goals for the employee for the ensuing year.

Section 3. Performance Evaluations. Human resources shall establish a system designed to fairly evaluate employee work performance. The evaluation will also outline ways to improve employee performance.

Section 4. Procedure.

A. **Supervisor Review.** At least once each year, supervisors shall meet individually with their employees to review the employees' work performance. The supervisor will observe employees at their duties prior to writing the evaluation. A copy of the performance evaluation shall be made available to the employee at the time of the evaluation.

B. **Appointing Authority Review.** The appointing authority shall review all performance evaluations and, when necessary, shall meet with the employee or supervisor to discuss problems in the evaluation. Any comments made by the appointing authority shall be made a part of the form and supplied to the supervisor and employee.

Section 5. Use of Performance Evaluation. The performance evaluation shall be a part of the employee's personnel file and may be used as a factor in determining promotion, demotion, internal appointment, reassignment, layoff, merit increase, disciplinary action and satisfactory completion of the trial service period.

Section 6. Employee Disagreement with Evaluation. If an employee disagrees with the performance evaluation, the employee may file a response with the supervisor or with human resources citing reasons for the disagreement. Human resources will file the response in the employee's personnel file. Employees must file responses no later than thirty (30) days after the employee signs the performance evaluation, or no later than thirty (30) days after the employee refused to sign the evaluation, as noted by the supervisor.

Section 7. The parties agree to meet and discuss the performance evaluation procedure, identify weaknesses in the current system, and recommend improvements. The County agrees to implement mutually agreeable changes in a timely fashion.

ARTICLE 17 – GENERAL PROVISIONS

Section 1. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, handicap, national origin, sexual orientation, Association membership or political affiliation. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit in regards to hiring, firing, discipline and discharge.

Section 2. Association Activities. Association activities shall be conducted in a manner which will not interfere with the effectiveness and efficiency of the County's operations in serving and carrying out its responsibility to the public. There shall be no soliciting of employees for Association membership during working hours when such soliciting would interfere with the performance of an employee's duties.

Section 3. Bulletin Boards. The County agrees to authorize the use of bulletin board space in convenient places to be used by the Association in communicating with employees.
The Association shall limit its posting of notices and bulletins to such bulletin boards and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Union.

Section 4. Courier Service. The Association shall be allowed to use the County courier service for distribution of Association business materials to bargaining unit employees.

Section 5. New Employee Orientation. A representative of the Association shall be granted time off with pay for a presentation on behalf of the Association during lunch at the New Employee Orientation. The purpose of the presentation shall be to identify the organization's representation status, provide information on the Association and distribute and collect membership applications. A list of new employees shall be delivered to the Association President for the purpose of these orientations.

Section 6. Meetings. Meetings between the County and the Association may be held, if practicable, during regular working hours on the premises of the County and without loss of pay to authorized participating employees. The number of participating employees representing the Association, exclusive of any aggrieved employee, may be limited to two (2) without loss of pay.

Section 7. Negotiations. Negotiations between the parties conducted during the open period(s) as provided by Article 34 – Life of Agreement and Termination of the Agreement shall be held during non-working hours, unless otherwise mutually agreed. The Association's Bargaining Committee shall be limited to three (3) members of the Association if negotiations are during working hours.

Section 8. Rights and Obligations. The Association and the County agree that there must be mutual respect for the rights and obligations of the Association, the County and the representatives of each.

<u>Section 9. Use of County Equipment</u>. Association officers, representatives, and committee representatives shall have the right to use County equipment including, but not limited to, copy machines, computers, and e-mail.

Any use resulting in cost shall be preauthorized by the supervisor. Such use will not be denied unless it adversely affects the functions, services and operations of the department. The Association shall pay when there is an associated cost at the rate charged to the public. Computer use shall be limited to those currently authorized to use such equipment and limited to designated County hardware and software. All such computer use shall be in compliance with current County and department policy.

<u>Section 10. Labor-Management Committees</u>.

A. The parties have jointly recognized that the creation of an effective Labor-Management Committee requires trust and commitment and open channels of communication. We believe that our working relationship will be enhanced by the creation of a Labor-Management Committee. The purpose of the committee shall be to:

   1. Seek mutual respect and understanding between the parties.
   2. Solve problems in the best interest of County residents, employees and Association members.
   3. Move labor management relations from adversarial to cooperative relations.
   4. Broaden all employees' understanding of the cooperative process.
   5. Promote participatory decision-making.
   6. Seek to understand and be understood.
   7. Established by agreement of the parties the committee shall be authorized to advise County management officials and the Union executive committee of possible solutions to ongoing issues of mutual interest.
   8. The County values feedback in relation to the job performance of management employees and will seek input from employees to aid in the evaluation process.

B. <u>Membership</u>. Membership on the committee shall be six (6) members. Three (3) members shall be appointed by the Association and three (3) members appointed by department management.

ARTICLE 18 – EDUCATIONAL ASSISTANCE

Section 1. Tuition aid is defined as full or partial payment or reimbursement for the costs of training sessions, classes or formal academic course work pursued on a part-time basis either during or after normal working hours.

Section 2. When, as part of a department or County-wide training plan, an employee or group of employees is assigned to attend on a part-time basis designated courses either during or after regular working hours, the employees shall be reimbursed for the costs of course registration, course materials and necessary travel expenses.

Section 3. Tuition aid may be provided for one-half (½) the cost of the course registration fee to employees who successfully complete classes for the purpose of self-development when such training will also be beneficial to the County.

Section 4. Requests for tuition aid and/or course materials shall be submitted to the County for approval or disapproval prior to enrollment by the petitioning employee.

Section 5. In instances where the work of the County will not be seriously impeded by the temporary absence of an employee, a leave of absence without pay of appropriate duration may be granted by the governing body upon request. Requests for such leave must be in writing. Leave granted under this Section will normally not exceed one (1) year.

ARTICLE 19 – RELEASE TIME FOR ASSOCIATION ACTIVITIES

Section 1. Association Officers. The President, Vice-president, Secretary, Treasurer, and Sergeant at Arms of the Association will be granted reasonable time to meet with employees, managers, executive staff and elected officials to discuss contract administration.

Section 2. Committee Members. All employees elected or appointed by the Association to serve on county or department-wide management and labor committees where the County or department has requested that the Association provide a representative shall be granted reasonable release time to travel to meetings, attend committee meetings, subcommittee meetings or to carry out duties assigned by those committees.

Section 3. Association Representatives. The Association shall notify the County, semi-annually and in writing, of all employees who will act as Association Representatives.

Reasonable paid release time will be granted to representatives to:

A. Investigate and process grievances.

B. Provide orientation to all new employees.

C. Meet with employees and management to discuss contract administration.

Section 4. General Conditions of Release Time. All release time from duties during the employee's regular work schedule granted under this Article shall be subject to the following:

A. Release time is subject to the operational needs of the County. If denied for operational needs, it will immediately be rescheduled for the earliest possible time.

B. The officer/representative or employee shall be responsible to notify their supervisor when they are leaving the worksite under the provisions of this Article. In addition, the Association representative shall ensure that the supervisor of the grievant or witness to be interviewed has been notified.

   Notifications shall include the time and expected duration of the absence. Grievants and witnesses shall be granted reasonable paid time for such interviews.

C. In the event there is disagreement between the employee and a supervisor regarding the amount of release time requested or used and said disagreement cannot be resolved between the two parties, the Chief Human Resources Officer or designee and the Association Representative shall attempt to mediate a resolution to the disagreement.

D. All paid release time will be reported on the employee's timesheet under the appropriate code. Time spent on association activities outside the employee's regular work schedule is not compensable time. The parties agree to meet and review usage and practices, as needed.

Section 5. There shall be no reprisal, coercion, intimidation, or discrimination against any Association representative for the conduct of the function described herein.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action may be imposed upon an employee only for just cause using the principles of progressive discipline.

Section 2. If disciplinary action is to be taken against an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline may include but not be limited to:

A. **Oral Reprimand.** This is a warning procedure rather than a disciplinary one and should serve to forestall the employee from being placed in such a position that a more severe form of formal penalty must be used.

B. **Written Reprimand.** The written reprimand is also a warning procedure. However, the written reprimand is used to put the employee on official notice that future abuse will result in a more severe form of action.

C. **Suspension without Pay.** Suspensions are a commonly used form of discipline after an oral and written reprimand. However, it can be used sooner based upon the severity of the misconduct. The County may suspend an employee for disciplinary reasons for a period not to exceed thirty (30) days at any one time by notifying the employee and stating the reasons for this suspension in writing. No service credit may be acquired by an employee during the period of suspension, regardless of the length of suspension.

D. **Reduction in Pay.** Reductions in pay for limited periods of time may be used as a sanction against employees in lieu of suspension generally after an oral and written reprimand. It can be used without previous discipline if the nature and severity of the misconduct warrant the discipline. Employees will be placed on steps in any pay reduction and the reduction will not exceed one (1) year.

E. **Demotions.** Demotion, both in pay and to a lower classification, may be used as a form of discipline when discharge is not warranted or when the appointing power believes that the employee has the potential for correcting conduct. Such action shall be subject to the rules governing demotions.

F. **Dismissal.** The County may dismiss for just cause any regular employee under the County's jurisdiction. The Employer may omit steps of progressive discipline if the employee's misconduct is of such severity that an immediate dismissal action is required.

Section 3. Due Process Notice and Meeting. In any discipline resulting in termination, suspension, demotion, or reduction of pay, employees shall receive before the imposition of such discipline:

A. A statement of improper conduct, inadequate performance, or other cause for discipline engaged in by the employee; and

B. A statement that suspension, reduction in pay, demotion, or dismissal is being considered as a possible sanction to the stated improper conduct, inadequate performance or other cause; and

C. A statement of the time within which the employee may choose to respond to the statement of cause and statement of discipline under consideration.

   An employee who has been notified that suspension, reduction in pay, demotion, or dismissal is under consideration must be given this notice at least three (3) twenty-four (24)-hour days prior to the date of the due process meeting to respond to the statements in the notice including providing mitigating evidence. The representative may request an extension that will not exceed three (3) additional twenty-four (24)-hour days. The County and the Association may, by mutual agreement, extend the time to respond.

   The employee and Association representative shall receive copies of any reports or writings that the department relied upon in reaching the decision to issue the due process notice. Such reports or writings will be provided to the employee and Association representative at least three (3) days prior to the due process hearing.

   An employee may then be suspended, reduced in pay, demoted, or dismissed if:

   1. The employee has responded to the statements in the notice that suspension, reduction in pay, demotion, or dismissal is under consideration and the employee's response has been received and reviewed by the appointing power; or

   2. The employee has not responded to the statements in the notice within the time stated in the notice that suspension, reduction in pay, demotion, or dismissal is under consideration.

      Suspension, reduction in pay, demotion, or dismissal shall be by written notice to the Association President and the employee. Suspension, reduction in pay, demotion, or dismissal may be effective upon delivery of notice of dismissal to the employee or upon any stated time thereafter. The department management or elected officials shall consult with the county counsel and human resources prior to the imposition of a suspension, reduction in pay, demotion, or dismissal.

Section 4. Any employee who holds regular status in the classified service who has been the subject of a disciplinary action may appeal such action pursuant to Article 21, Grievance and Arbitration Procedure. Oral reprimands may be grieved up through Step 2 and, with mutual agreement of the parties, can include mediation. If an oral reprimand is grieved and the employee later receives a more serious form of discipline, the arbitrator shall consider the merits of the oral reprimand in conjunction with the other discipline.

Section 5. Prior to being interviewed regarding an administrative investigation for any reason which could lead to disciplinary action, an employee shall be:

A. Informed of the nature of the investigation and whether they are a witness or a subject of the investigation unless to do so would jeopardize the credibility of the investigation, and;

B. Afforded an opportunity and facilities to contact and consult privately with a representative of the Association.

The employee shall be allowed to take reasonable breaks during the course of the interview but not to take a break that would jeopardize the credibility of the investigation.

Section 6. The County or the Association may make an audio record of an interview of the employee under administrative investigation initiated by the employer per Section 5 when such an investigation may lead to discipline as defined in Section 1 of this Article. Before recording the employee, whether by the County or the Association, the party recording the interview will announce that the interview is being recorded. The Association shall maintain any record of the interview made by the Association as confidential and such record may be used only in that specific investigation or discipline resulting from that investigation, in any arbitration under this agreement, or in any proceeding under the PECBA. The person acting as the Association representative (and not the interviewed employee) is the only person that is permitted to record the interview.

ARTICLE 21 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition. A "grievance" is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours and conditions of employment. The complaint shall include, but is not limited to, the complaint of an employee, the Association, or the County, which involves the interpretation, application of or compliance with the provisions of this Agreement.

Section 2. Grievance Procedure – Steps.

Step 1

Any party who believes that their contractual rights have been violated shall discuss the grievance with the employee's immediate supervisor and representative. Within fourteen (14) calendar days of the date the grievant first learned of the grievance or reasonably may have been expected to have learned of it, they shall submit a written request for a meeting with the individual's immediate supervisor. The written request shall include the employee's name, date and a brief description of the dispute. The parties shall hold one or more meetings, to ascertain facts, investigate issues and, acting in good faith, attempt to resolve the dispute. The parties have fourteen (14) calendar days from the date of the written notice to resolve the dispute, move to the next step, or request an extension/waiver of the timeline. Grievances arising from termination shall begin at Step 3.

Step 2

If the grievance has not been resolved in Step 1, a formal written grievance shall be filed with the department head within thirty (30) calendar days of the original written notice. A copy of the grievance notice shall be sent to human resources. A formal County-initiated grievance shall be filed with the Board of Commissioners and the President of the Association.

A formal written grievance at Step 2 shall contain:

A. The name and position of the aggrieved party by or on whose behalf the grievance is brought;

B. The date of the circumstances giving rise to the grievance or the employee's knowledge thereof;

C. A detailed statement of the grievance, including all relevant facts, which are necessary for a full and objective understanding of the parties' position. The statement shall also contain an explanation regarding what provisions of the contract have been violated;

D. A statement of the remedy or relief sought by the party;

E. The signature of the person submitting the grievance; and,

F. The person's name and position, if other than the aggrieved employee.

The department head shall meet with the employee and their Association representative within fourteen (14) calendar days after receipt of the formal written request in an effort to resolve the complaint. The department head or designee shall respond, in writing, to the grievance within fourteen (14) calendar days following the meeting. The written response shall include the decision and the reason for the decision. The parties may mutually agree to extend time limits in order to resolve the grievance.

Step 3

If the parties have not resolved the grievance after Step 2, the Association or the County may appeal the matter to arbitration in writing within thirty (30) calendar days of the written decision. Mediation may be used as an alternative to arbitration when mutually agreed upon by both the County and the Association.

If the parties fail to mutually select an arbitrator within fourteen (14) calendar days of the Association's or County's request to arbitrate, the Oregon Employment Relations Board shall be requested by either party or both parties to provide a panel of seven (7) arbitrators. Both the County and the Association shall have the right to strike names from the panel. The party requesting arbitration shall strike the first name. Then, the other party shall strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator.

The arbitrator shall not add to, subtract from, modify or alter the terms or provisions of this Agreement. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated and to resolve the grievance within the terms of this Collective Bargaining Agreement. The decision of the arbitrator shall be binding on both parties. The arbitrator shall explicitly determine whether or not the terms of this Agreement have been violated. Arbitrability issues shall be resolved by the arbitrator, and the arbitrator is empowered to hear a case or its merits prior to ruling on arbitrability issues.

Costs of the arbitrator shall be borne by the losing party as designated by the arbitrator. Each party shall be responsible for costs of presenting its own case to the arbitrator. Any or all time limits specified in the grievance procedure may be waived by mutual written consent of the parties.

ARTICLE 22 – PERSONNEL FILES

Section 1. Human resources shall maintain a personnel file of each employee in County service. This file shall be the official file of the County and shall contain copies of all official reports, memos, letters, personnel actions, etc., relating to the employee's performance and employment status.

Section 2. An employee may inspect the contents of the employee's personnel file in the human resources office upon the employee's oral request to do so. An employee's official representative, with the permission of the employee, may inspect their personnel file. An employee may also inspect the contents of any supervisory files maintained on the employee.

Section 3. No information reflecting critically upon an employee shall be placed in the employee's official personnel file that does not bear the signature of the employee or notation that the employee has been provided a copy of the material and refuses to sign and the following disclaimer:

> "Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee and does not indicate agreement or disagreement."

Section 4. If an employee believes that there is material in the employee's personnel file which is incorrect or derogatory, the employee shall be entitled to prepare, in writing, an explanation or opinion regarding the particular material, and this shall be included as part of the personnel file. If the employee believes that such specific information should be removed entirely from the files, the employee may petition for such consideration to human resources.

Section 5. Letters of caution, consultation, warning, admonishment and reprimand shall not be used in any subsequent evaluation or disciplinary proceeding involving the employee, three (3) years after they have been placed in the records, unless there have been recurrences of a similar nature. After the three (3) year period and in the absence of a recurrence of a similar infraction, such letters shall then be removed from the employee's personnel file and supervisory files at the written request of the employee.

ARTICLE 23 – RECLASSIFICATION PROCEDURE

Section 1. Any employee may submit a request for a change in the classification of a position to human resources for a review and recommendation. Whenever human resources finds that the duties are such that the current allocation of a position is no longer correct, human resources shall prepare a report recommending a change to the appropriate classification.

Section 2. When the County initiates a reclassification, the employee shall be given full opportunity to participate in the review process prior to a decision being made.

Section 3. Disagreement between an employee and human resources relative to the allocation of a new position or the reclassification of an existing position may be appealed to the Personnel Officer within ten (10) calendar days of the date the report is issued. The appeal to the Personnel Officer shall be in writing and contain specific information as to why the appellant believes the staff report is in error or incomplete. The Personnel Officer shall investigate the matter and render a decision in writing.

The decision of the Personnel Officer may be appealed within ten (10) calendar days to the chief administrative officer or designee. The chief administrative officer or designee may affirm the Personnel Officer's decision, remand it back to the Personnel Officer for further review, or conduct a hearing on the appeal. The chief administrative officer or designee shall give at least three (3) calendar days prior notice to the interested parties. Following the hearing, the chief administrative officer or designee shall render his or her decision, which shall be final.

Section 4. If an employee is reclassified to a position with a lower pay range, the employee's pay rate may remain the same if it is within the pay range of the lower classification. The County will move the employee to the lower pay range at the existing rate of pay. If this move places the employee between steps, the County will place the employee on the next higher step.

If the employee's current pay rate is not within the new lower range, the reduction in wages shall not occur until one (1) year after the effective date of the reclassification.

Section 5. In the event that an employee's position is reclassified upward, the employee will not be required to serve a trial service period if they have been performing the higher-level duties for at least six (6) months. If the employee has not been performing the higher-level duties for at least six (6) months, they will be required to serve a six (6)-month trial service period. Employees who fail their trial service periods, will be laid off and treated as laid-off employees subject to recall to the former classification for which they attained regular status or priority placement as laid-off employees.

Section 6. Copies of any reports of findings and recommendations related to proposed changes of job classifications or proposed new job classifications will be sent to the Association President.

ARTICLE 24 – LAYOFF

Section 1. Layoff. A layoff is defined as any separation from County service not for cause and not reflecting discredit upon the employee. Layoffs may be for shortage of funds, abolishment of positions or other reasons as determined by the County.

Section 2. Notice of Layoff. Employees, who are to be laid off, shall receive notice fifteen (15) days prior to the effective date of layoff. A copy of the notice will be sent to the Association.

Section 3. Seniority Credit.

A. Seniority – One (1) point per continuous month of full-time bargaining unit service. Part-time employees shall receive one half (1/2) point per continuous month of bargaining unit service. An employee must be full-time for the full month to receive one (1) point for that month.

B. Seniority credits shall be computed from the date of hire into bargaining unit service.

C. In the event that two (2) persons have the same seniority credit, then the date of employment with the County shall be used to determine the order of layoff with the latest employees laid off first. If a tie still exists after reviewing the seniority credits, the department head shall determine the order of layoff.

Section 4. Layoff Procedure.

A. The County or the affected department, prior to layoff, shall notify the Association thirty (30) days prior to the effective date of layoff. The County shall include in this notice any employees to be exempted from layoff and a listing of seniority credit points for the employees in the affected department and classification.

B. For purposes of layoff, full-time and part-time positions shall be treated separately.

C. The County shall determine the specific exempted employees and these shall be any employee in the affected classification and department with a specific skill, certification, license designated in the employee's essential job functions which cannot be obtained or fulfilled by another employee within a ninety (90)-day period. Only positions that are essential for the operation of the department are eligible for exemption. However, the County will not exercise this option when an employee in the classification and department, who is more senior has been previously exempted by the County from holding a particular certification or license.

D. The County shall determine the number of positions in the affected department and classification to be laid off. Excluding exempted positions, the employees with the lowest seniority credits shall be given notice and laid off. The County shall notify the Association sixty (60) days prior to any layoff of the exempted positions in the classification and department. Any dispute over the designated positions shall be submitted to an expedited arbitration process.

E. Temporary employees working in the classification in which a layoff occurs and relief staff shall be terminated prior to the layoff of trial service or regular employees.

F. **Interruption of Employment.** Employees who leave County service for military service and return to their position within six (6) months after receiving an honorable discharge shall receive full longevity credit for such military service. Any employee whose continuous service is interrupted by loss of time due to a job injury shall be accorded continuous service credit for the duration of the time between the expiration of the employee's accumulated leave and the date of the employee's return to work. Seniority credit shall also be accumulated by employees while on authorized leaves of absence.

G. **Restoration of Seniority Credit.** Any regular or trial service employee, who has been laid off and subsequently returns to County employment in accordance with the recall rights of laid off employees, shall regain previously accrued seniority credits.

H. **Loss of Service.** Any employee with regular or trial service status who separates from bargaining unit service for reasons other than a layoff and subsequently returns through reappointment to the bargaining unit shall not regain previously accrued seniority credit if the break in service is for more than twelve (12) months.

Section 5. Recall. Employees, who have been laid off, shall be recalled to vacancies in the classification and department from which they were laid off. Employees shall be recalled by their department in order of seniority credits, by classification, beginning with the employee with the greatest number of seniority credits. Employees who are laid off shall have the right of recall to vacancies in the classification. Such eligibility shall continue for one (1) year from the date of layoff. Employees shall be notified of vacancies for which they are eligible for recall by electronic mail at their email address of record.

ARTICLE 25 – FILLING OF VACANCIES

Section 1. Vacancies that are to be filled shall be posted on the County website and sent by electronic mail to all county employees at least five (5) working days prior to closing.

Section 2. Employees desiring the posted position shall submit an online application to human resources via the County website.

Section 3. Any employee who makes application shall be placed on any interview list providing they meet the requirements.

Section 4. Any employee who interviews for a vacant position and who requests in writing the reasons they were not selected, shall receive from the appointing authority a written response within ten (10) working days of receipt of the request.

Section 5. The County agrees to review recruitment procedures with the Association and modify them, if necessary, to improve the opportunities for employees to be considered for internal appointments and/or promotions, including the opportunity to be interviewed.

Section 6. Part-time and temporary employees may apply for full-time, regular positions on the County's internal recruitments.

ARTICLE 26 – TRIAL SERVICE PERIOD

Section 1. All definitions contained in the Marion County Personnel Rules shall apply to this Agreement unless otherwise covered by the terms of this Agreement.
Trial service begins on the date of hire and ends six (6) continuous months from the date of hire. Example: Trial service for an employee hired on January 15th expires the end of the workday on July 15th unless there has been a period of unpaid status during the first six (6) months.

Section 2. New employees shall serve a trial service period of at least six (6) continuous months.

Section 3. A regular or trial service employee, who is selected as an internal appointment or who promotes, must serve a new trial service period. A trial service employee must complete the trial service period before attaining regular status.

Section 4. A trial service employee serving as a result of a promotion within the bargaining unit, who fails to qualify in the new position for reasons other than misconduct, and who was a regular employee before the promotion, shall be reinstated to the employee's former classification.

Section 5. Removal During Trial Service Period. An appointing authority may dismiss an employee at any time during an employee's initial trial service period if, in the opinion of the appointing authority, the employee is unable or unwilling to satisfactorily perform the job duties or if the employee's work habits, conduct and dependability do not merit continuance in County service. Prior to dismissing an employee, the appointing authority will consult with human resources.

Section 6. Prior to completion of an employee's initial trial service period, human resources will request the appointing power to report whether the employee's performance was satisfactory or unsatisfactory. The reply will be returned to human resources not less than ten (10) working days prior to the end of the trial service period. If the reply is satisfactory, the employee shall be deemed to have satisfactorily completed the trial service period and thereby be accorded regular status in classified service. A notification of unsatisfactory service ordinarily shall be accompanied with notice of termination. Prior to completion of an employee's trial service period, the appointing authority will evaluate the employee's job performance. The evaluation will be submitted to human resources not less than ten (10) working days prior to the end of the trial service period.

If the employee's performance is determined to be unsatisfactory, the appointing authority shall either work with the Association President and human resources to extend the employee's trial service, or will dismiss the employee. Extension of trial service will not exceed 12 months from the date of hire or placement.

ARTICLE 27 – EFFECT OF LAW AND RULES

Section 1. This Agreement is subject to all existing and future laws of the State of Oregon.

Section 2. The parties shall be provided all of the rights and benefits extended by the Personnel Rules in all matters which are not addressed in this Agreement. Any violation of this Section shall be addressed through the grievance procedure.

ARTICLE 28 – SCOPE OF AGREEMENT

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

ARTICLE 29 – SAVINGS CLAUSE

This Agreement is subject to all existing and future laws of the State of Oregon. Should any of the provisions of this Agreement be found by a court of competent jurisdiction to be unlawful, unenforceable, or made illegal through enactment of state or federal law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 30 – NOTICES

Prior to planned adoption, the County shall provide to the Association President a copy of any new or proposed modification to an existing rule, policy, and/or procedural statement which directly relates to employment relations matters for the purpose of soliciting written comments or discussion.

Once the County has finalized an adoption-ready draft of a policy, a copy will be sent to the Association President with notice of the plan to adopt. The date this notice is sent to the Association President will trigger the start of the timeline to file a demand to bargain.

ARTICLE 31 – CONTRACTING OUT

Section 1. Definition. "Contracting out" is defined as follows: Entering into an agreement/contract with the private sector or public agency to provide a service previously performed by bargaining unit employees. The term "contracting out" does not include the refusal of the Board of Commissioners to provide a service and/or the refusal of the Board of Commissioners to accept local, state or federal funds to provide a service previously performed by bargaining unit employees.

Section 2. The Association recognizes that the County has the management right to decide to contract out bargaining unit work to the private or public sector. Such decisions shall, however, be made only after the affected department has conducted a formal feasibility study determining the potential cost and other benefits which would result from contracting out. The County agrees to notify the Association within five (5) business days of its decision to conduct a formal feasibility study indicating the job classifications and the work areas affected. The County shall provide the Association with no less than thirty (30) calendar days notice that it intends to contract out bargaining unit work. The notification by the County to the Association of the results of the feasibility study will include all pertinent information, bids and other data upon which the County based the decision to contract out the work including, but not limited to, the total cost savings the County anticipates.

The County and the Association shall meet within five (5) working days of the delivery by the County to the Association of all pertinent information upon which the County based the decision to contract out. The Association shall have thirty (30) days to submit an alternative proposal. No contract will be awarded pending the timely receipt of the Association's proposal. If the Association's proposal would result in providing quality and savings equal to or greater than that identified in the management plan, the parties shall agree in writing to implement the Association proposal.

Should any full-time bargaining unit member be laid off or displaced as a result of contracting out, the County and the Association shall meet to discuss the effect on the individual(s). The County's obligation to discuss the effect of such contracting out does not obligate it to secure the agreement of the Association or to exhaust the dispute resolution procedure in this Agreement or under the Public Employee Collective Bargaining Act set forth in ORS 243.650 through ORS 243.782 concerning the decision or the impact of the contracting out.

Section 3. Prior to following the regular recruitment and selection process, employees displaced by contracting out shall be placed in positions within County service for which they are qualified as the positions become available. However, such placement shall not take precedence over placement of other employees through recall from layoff, return from on-the-job injury status, promotions or internal appointments. If there are multiple displaced workers qualified for a position, the department head or appointing authority shall select the most qualified applicant.

ARTICLE 32 – TEMPORARY EMPLOYEES

Section 1. Definitions.

A. Temporary Employee is a person who is employed by Marion County in a non-budgeted position to perform the following services:

   1. Seasonal or on-call relief;

   2. Filling a vacancy in a budgeted position due to:
      a. Sick leave, parental leave, vacation leave, military leave, or
      b. Shift work, injury or during recruitment.

   3. Special projects and extra work of limited duration.

B. Temporary employment is distinguished from regular, part-time employment in that regular, part-time employment relates to a budgeted position for which there are some benefits. Interns, practicum and work study students are not temporary employees provided the interns, practicum and work study students are paid by the schools or are otherwise not covered by the terms of this Agreement.

C. Temporary work is defined as that which is limited to one thousand forty (1,040) regular hours (not including overtime hours worked) based upon a forty (40)-hour workweek within a fiscal year.

Section 2. Policy. No temporary employee can perform temporary work for more than one thousand forty (1,040) regular hours in a fiscal year (July 1 – June 30). A temporary employee may work more than twelve (12) months provided they do not exceed their yearly allocation of hours and they comply with the definitions set forth above.

Employees may fill both regular, part-time positions and temporary positions in two (2) or more departments provided they do not work more than one thousand forty (1,040) regular hours in a fiscal year.

Section 3. Extension Procedure. The Labor-Management Committee's approval is required for extensions. Requests must be made thirty (30) days prior to reaching the one thousand forty (1,040)-hour deadline. Any extension granted by the Labor-Management Committee will result in the employee continuing their employment as a temporary employee doing temporary work.

ARTICLE 33 – DRUG AND ALCOHOL USE AND TESTING

Section 1. The Association agrees to the reasonable suspicion testing as outlined in the County's Drug and Alcohol Use and Testing policy.

A. Supervisors will advise employees that they may request a representative be present as an observer during the testing process if a representative is available and can be present without delay to the testing process.

B. If an employee believes a manager may be impaired due to drugs or alcohol, the employee may report their observations to human resources. Human resources staff will determine if the manager's condition satisfies the reasonable suspicion criteria for testing. No employee shall be subject to discipline or retribution for reporting a supervisor unless the County can prove the claim was made without merit or in bad faith by the employee.

C. Any regular employee disqualified for employment due to failure to pass a pre-employment drug test may be subject to discipline in accordance with Article 20 of the Collective Bargaining Agreement. Imposition of discipline will be determined on a case-by-case basis.

Section 2. The County agrees to the following declaration of intent as to the application of that policy to the Association and its members:

A. The County agrees that managers will be held to the same standards and conditions under the Drug Free Workplace policy as they apply to represented employees.

B. Employees are required to advise their supervisor if they reasonably believe that a prescription or non-prescription drug could impair their ability to perform their essential job functions.

C. Employees are not required to tell their supervisor the prescription or non-prescription drug or the condition causing the use of the prescription or non-prescription drug only the effect of the prescription or non-prescription drug that may impair the employee's ability to perform their essential job functions.

D. The County will offer the same training to Association representatives as provided to managers in the implementation and application of the Drug and Alcohol Use and Testing policy.

E. The Association or individual employees may grieve if they believe that they were tested without reasonable suspicion and/or without cause.

F. Any last chance agreement applied as a result of the Drug and Alcohol Use and Testing shall only be valid if negotiated and agreed to and signed by the County, the Association, and the employee. The County's Drug and Alcohol Use and Testing policy shall not be interpreted in a manner that conflicts with this Article.

ARTICLE 34 – LIFE OF AGREEMENT AND TERMINATION

Section 1. This Agreement shall take effect July 1, 2026, and shall be in full force and effect through June 30, 2028. If either party wishes to renew or modify the Agreement as of July 1, 2028, notification of such renewal or modification must be submitted in writing by December 1, 2027. Negotiations shall begin in December 2027 at a time convenient for both parties. This agreement shall have no retroactive effect.

Section 2. This Agreement shall remain in full force and effect during the period of negotiations except that if a new Agreement is not reached by July 1, 2028, the Agreement may be terminated by giving the other party at least thirty (30) days written notice of its intent to terminate the Agreement. This Agreement may be terminated at any time by mutual agreement of the parties.

Section 3. Any letters of agreement must be signed by the Chief Administrative Officer, the department head, Chief Human Resources Officer or designee, and the designated representatives of the Association to be valid. Such letters of agreement shall be attached and made part of the collective bargaining agreement. Any letters of agreement not mutually renewed prior to adoption of this Agreement or reached as a result of the process noted above shall become void and invalid.

IN WITNESS WHEREOF, the parties hereto have set their hand this _____ day of _______ 2026.

FOR THE ASSOCIATION

By: ________________________________
Annamaria Barr
MCJEA President

By: ________________________________
Tamara Heath
MCJEA Vice President

By: ________________________________
Presley Garza
MCJEA Secretary

MARION COUNTY, OREGON

By: ______________________________
Colm Willis, Chair

By: ______________________________
Kevin Cameron, Commissioner

By: ______________________________
Danielle Bethell, Commissioner

By: ______________________________
Jan Fritz
Chief Administrative Officer

By: ______________________________
Alicia Cozad
Juvenile Director (Acting in Capacity)

By: ______________________________
Salvador LLerenas
Chief Human Resources Officer

By: ______________________________
Cody Walterman
Human Resources Labor Counsel

Shift Trade
Letter of Agreement

I. PARTIES

The parties of this agreement are the Marion County (hereinafter, "the County") and the Marion County Juvenile Employees Association (hereinafter, "the Association"). The purpose of this agreement is to create a process for shift trading for Association members in like classifications.

II. AGREEMENT

A shift trade is defined as a voluntary exchange of shifts with the same duration by equally qualified employees. Partial shift trades are prohibited.

a. Shift trades will be allowed within two (2) consecutive pay periods and may not result in overtime for either individual.

b. Staff will submit proposed shift trades to management in a timely manner, so that they may be reviewed for operational needs and department and facility policy. No employee shall be arbitrarily denied a shift trade.

c. Staff is responsible to seek potential shift trades and complete appropriate paperwork prior to submitting it to their supervisor. The supervisor shall notify the requesting employees of the approval or denial of the request as soon as practical, but in no case longer than five (5) calendar days from the receipt of the request when the request is made within thirty (30) calendar days of the requested shift trade.

d. Staff will be responsible to ensure that their time sheet includes the regular scheduled hours and also include the shift trade information in the note section of their time sheet specifically indicating they had a shift trade, the employee involved, the date(s) agreed upon and the actual schedule worked in the trade. For purposes of overtime, time worked as part of a shift trade is not counted as hours worked in a work week.

e. Once a trade is approved it is considered a voluntary schedule change and both employees will be accountable to work as scheduled including covering any overtime that would normally be the responsibility of the person who traded the shift. If either employee is unable to complete their scheduled shift they shall follow all call in and reporting procedures per the collective bargaining agreement and appropriate policies and procedures.

f. A shift trade is an agreement between employees. The employer is not responsible, nor can it be held liable, for disputes between employees as a result of shift trade agreements.

Abuse of shift trade, such as trades resulting in consistent alternative schedules or permanent schedule changes, may result in restriction of shift trades.

III. CONCLUSION

The chief administrative officer, department head, human resources, and the designated representatives of the Association, must sign any letter of agreement to be valid. Such letters of agreement shall be attached and made part of the labor agreement. Any letters of agreement not mutually renewed prior to the adoption of this agreement or reached as a result of the process noted above shall become void and invalid. This agreement does not set precedent for either party nor can either party use this agreement to compel agreement in any future dispute or negotiation.

Any dispute over the implementation or application of this letter of agreement will be resolved by the provisions of the parties' labor agreement by the grievance and arbitration provisions. Shift trade denials shall not be subject to the grievance procedure.

Termination of agreement: unless otherwise negotiated through the bargaining process this agreement shall end June 30, 2028.

For the Association	For the County
___________________________	___________________________
Annamaria Barr MCJEA President	Jan Fritz Chief Administrative Officer
____________________	_____________________
Date	Date
___________________________	___________________________
Tamara Heath MCJEA Vice President	Alicia Cozad Juvenile Department Director (Acting in Capacity)
____________________	____________________
Date	Date
___________________________	___________________________
Presley Garza MCJEA Secretary	Salvador LLerenas Chief Human Resources Officer
____________________	____________________
Date	Date

____
Cody Walterman
Human Resources Labor Counsel

____
Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 26, 2026

Department: Legal Counsel

Title: Consider Order to approve SEL 801 and explanatory statement and authorize Chair Willis to sign and staff to file with Marion County Clerk.

Management Update/Work Session Date: ______________________

Audio/Visual aids ☐

Time Required: 0 mins **Contact:** Andrew Mittendorf **Phone:** (503) 588-5220

Requested Action:

Move to approve the SEL 801 and attached explanatory statement and authorize Chair Willis to sign the SEL 801 and direct staff to file the SEL 801 and attached explanatory statement with the Marion County Clerk.

Issue, Description & Background:

Mt. Angel Fire District and Monitor Fire District seek to individually dissolve and reform as a joint Mt. Angel-Monitor Fire District and establish a new permanent tax rate. The Board has held the required public hearings and has approved the formation petition to be placed on the November 3, 2026, General Election ballot. The Board has previously approved and SEL 805 and authorized Chair Willis to sign the SEL 805. This SEL 805 was then filed with the Marion County Clerk. The Marion County Clerk then published notice of the ballot title. No objections to the ballot title was received. Now, the Board must file a SEL 801 and attach a neutral explanatory statement. The fire district's attorney, Truman Stone, draft the proposed explanatory statement and Marion County legal counsel made a few minor changes.

Financial Impacts:

Minimal.

Impacts to Department & External Agencies:

Impacts to Mt. Angel Fire District and Monitor Fire District described above.

List of attachments:

Proposed Board Order, Proposed SEL 801 and attached explanatory statement, Signed and filed SEL 805, and the Petition for Formation.

Presenter:

Andrew Mittendorf

Department Head Signature:

Steve Elzinga

Digitally signed by Steve Elzinga
Date: 2026.08.25 08:52:06 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of an Order Giving Authority)
To Marion County Board of Commissioners)
Chair Colm Willis Authorization to Sign)
SEL 801 for the Formation of the)
Mt. Angel-Monitor Fire District and Direct)
Staff to File the Signed SEL 801 with the)
Marion County Clerk.)

ORDER No. ________

This matter came before the Marion County Board of Commissioners at a duly noticed and scheduled public meeting on Wednesday, August 26, 2026.

The Board of Commissioners, being fully apprised, finds as follows:

A. Formation of special districts in general is governed by ORS 198.705 to 198.955. Formation of fire protection districts is governed by ORS Chapter 478.

B. The Board received a petition for formation of a fire district, which the Marion County Clerk certified to have the statutorily required number of valid signatures, for formation of a rural fire protection district with the name Mt. Angel-Monitor Fire District (the "New District" or "Fire District").

C. The proposed New District would be located within Marion and Clackamas Counties, with Marion County the principal county as that term is used in ORS 198.705(17). The territory of the proposed New District is inhabited.

D. The proposed New District will only be formed if approved by the voters.

E. The Board of Directors of the proposed New District will be elected and will consist of five (5) members elected at large. The election for the Board of Directors will be November 3, 2026, but the Directors will only take office if the voters approve the New District.

F. On June 24, 2026, the Board conducted a public hearing on formation of a new fire district under ORS 198.805 after proper notice by publication and posting. After public testimony was concluded, the Board considered the criteria in ORS 199.462 to determine if the area could be benefitted by formation of the district. After deliberation, the Board determined the petition met the requirements of ORS 198.805 and the criteria in ORS 199.462, subject to voter approval.

G. Based on the results of the June 24, 2026, hearing, the Board found it appropriate to set a second hearing on formation as required by ORS 198.810(2).

H. On July 27, 2026, the Board conducted a public hearing on formation of a new fire district under ORS 198.805 after proper notice by publication and posting. After public testimony was concluded, the Board considered the criteria in ORS 199.462 to determine if the area could be benefitted by formation of the district. After deliberation, the Board determined the petition met the requirements of ORS 198.805 and the criteria in ORS 199.462, subject to voter approval. Furthermore, the Board considered adoption of an order to submit the questions proposed by the petition to the electors.

I. ORS 198.815(1) provides in part that when a “petition for formation includes a permanent rate limit for operating taxes for the proposed district, the board shall provide by order for the holding of an election to submit to the electors the question of forming the district.”

J. ORS 198.815(3) provides as follows:

> The order calling the election shall require the county official in charge of elections to include with the ballot for the election a map or other description of the boundaries of the proposed district using streets and other generally recognized features and a statement of the permanent rate, if any, proposed for the district in the petition for formation under ORS 198.750 (Content of petition proposing formation or change of organization) (1)(g). Such statement shall comply with the requirements of ORS 250.035 (Form of ballot titles for state and local measures). The map or other description and statement required by this subsection shall be supplied by the county board.

K. ORS 198.815(4) specifies the contents of a ballot title and requires that it asks a single question which (a) whether the proposed district shall be formed and (b) whether the permanent rate limit specified in the ballot title shall be adopted as the maximum rate of operating taxes for that district.

L. Based on the June 24, 2026, and July 27, 2026, hearings, the Board found it appropriate to refer to the voters in the general election of November 3, 2026, a measure for the formation of the proposed New District and establishment of permanent tax rate.

M. On July 27, 2026, Marion County Board of Commissioners Chair Colm Willis signed an SEL 805 for the Request for a Ballot Title for the formation of the Mt. Angel-Monitor Fire District. This SEL 805 was then filed with the Marion County Clerk.

N. The Marion County Clerk then published the proposed Ballot Title. No objections to the Ballot Title were filed.

IT IS HEREBY ORDERED BY THE BOARD AS FOLLOWS:

1. The attached Notice of Measure Election (form "SEL 801") and the attached Explanatory Statement, incorporated into the Board Order as Exhibit "A", shall be signed by Marion County Board of Commissioners Chair Colm Willis and then the signed SEL 801 and Explanatory Statement shall be filed with the Marion County Clerk (the "Clerk"), and the Clerk is requested to cause the formation Measure and the election of the five (5) member Board of Directors to be placed on the ballot for the general election on November 3, 2026.

DATED this ______ day of ____________, 2026 at Salem, Oregon.

MARION COUNTY BOARD OF COMMISSIONERS

____
Chair

____
Commissioner

____
Commissioner

Notice of Measure Election

County

SEL 801

rev 08/25: ORS 250.035, 250.041, 250.175, 254.103, 254.465

Notice

Date of Notice	Name of County or Counties	Date of Election
August 19, 2026	Marion County	November 3, 2026

Final Ballot Title The following is the final ballot title of the measure to be submitted to the county's voters. The ballot title notice was published and the ballot title challenge process is complete.

Caption 10 words which reasonably identifies the subject of the measure.

Form Mt. Angel-Monitor Fire District and Set Tax Rate

Question 20 words which plainly phrases the chief purpose of the measure.

Shall District be formed with a permanent tax rate of $1.97 per $1,000 assessed value beginning fiscal year 2027-28?

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

This measure would take effect only if both measures for dissolution of Mt. Angel Fire District and Monitor Fire District (Dissolving Districts) are approved by voters. This measure creates Mt. Angel-Monitor Fire District (New District) effective January 1, 2027. New District's permanent tax rate of $1.97 per $1,000 assessed value, will begin July 1, 2027, replacing existing rates of Dissolving Districts. Taxes are for fire protection and emergency medical services. Employees of Dissolving Districts will become employees of New District. All real and personal property, including reserve funds, of dissolving districts will transfer to New District.

Explanatory Statement 500 words that impartially explains the measure and its effect.

If the county is producing a voters' pamphlet an explanatory statement must be written and attached to this form for:
→ any measure referred by the county governing body; **or**
→ any initiative or referendum, if required by local ordinance.

Explanatory Statement Attached? ☒ Yes ☐ No

Authorized County Official Not required to be notarized.

Name	Title
Commissioner Colm Willis	Marion County Board of Commissioners Chair
Mailing Address	**Contact Phone**
555 Court St NE, Suite 5231, Salem, OR 97301	(503) 588-5212

By signing this document:
→ I hereby state that I am authorized by the county to submit this Notice of Measure Election; **and**
→ I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

Signature	Date Signed

Mt. Angel-Monitor Fire District Consolidation

Explanatory Statement for SEL 801 Filing

November 3, 2026 Election | Marion County

Measure 1: Formation of Mt. Angel-Monitor Fire District

If adopted, this measure will establish the new Mt. Angel-Monitor Fire District to serve residents of the current Mt. Angel Fire District and the current Monitor Rural Fire Protection District. The new fire district will become operational only if all three related measures are approved by voters: formation of the new district and dissolution of each existing district.

Currently, fire protection and emergency services in the area are provided by two separate districts, the Mt. Angel Fire District and the Monitor Rural Fire Protection District. Recognizing changing service demands and the value of a single coordinated organization, the two districts undertook a multiyear process, including a feasibility study and engagement with community members and stakeholders, to review existing services and evaluate consolidation.

Based on that review, the proposed Mt. Angel-Monitor Fire District is intended to provide fire protection and emergency services to the combined community under one district and one governing board. Consolidation is intended to allow the district to:

- Provide full-time daytime staffing to improve weekday response reliability, when volunteer availability is lowest;
- Add advanced-level medical response, including Advanced EMT or Paramedic coverage, during daytime hours;
- Combine the administration, governance, and training of the two districts into a single organization;
- Fund apparatus and equipment replacement through a unified, long-term capital plan; and
- Establish a single permanent tax rate in place of the two districts' current rates.

If voters approve all three measures, the new district would form on January 1, 2027, and would be governed by a five-member board elected at large by district voters at the November 3, 2026 election. The territory of both existing districts would become the territory of the new district, and no other property would be included. The assets, real and personal property, and reserve funds of the dissolving districts would transfer to the new district. Neither existing district carries bonded debt or other long-term financial obligations, and the consolidation would create no new debt.

This measure establishes a new permanent property tax rate of $1.97 per $1,000 of assessed value for the new district, which is higher than the existing permanent tax rate of each district. The new rate would first be levied for the 2027-2028 fiscal year, with property tax collection beginning in November 2027. Upon dissolution of the two existing districts, their current permanent tax rates would no longer be levied.

If all three measures are not adopted, the Mt. Angel-Monitor Fire District would not be formed, the two existing districts would continue to operate separately under their current tax rates, and current service arrangements would remain in place.

Explanatory Statement based on information provided by the Mt. Angel Fire District.

Request for Ballot Title

Preparation or Publication of Notice

SEL 805
rev 08/25
OAR 165-014-0005

No later than the **81st day before an election**, a governing body that has referred a measure must prepare and file with the local elections official the text of the referral for ballot title preparation or the ballot title for publication of notice of receipt of ballot title. This form may be used to file the text of the referral and request the elections official begin the ballot title drafting process or file a ballot title and request the elections official publish notice of receipt of ballot title.

Filing Information

Election Date	Governing Body Referring Measure
November 3, 2026	Marion County Board of Commissioners

Referral Information

Title, Number, or other Identifier 24-99-2026

This Filing is For

☐ Drafting of Ballot Title (Attach referral text.) ☑ Publication of Notice (Ballot title below.)

Ballot Title (Additional requirements may apply)

Caption 10 words which reasonably identifies the subject of the measure.

Form Mt. Angel-Monitor Fire District and Set Tax Rate

Question 20 words which plainly phrases the chief purpose of the measure.

Shall District be formed with a permanent tax rate of $1.97 per $1,000 assessed value beginning fiscal year 2027-28?

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

This measure would take effect only if both measures for dissolution of Mt. Angel Fire District and Monitor Fire District (Dissolving Districts) are approved by voters. This measure creates Mt. Angel-Monitor Fire District (New District) effective January 1, 2027. New District's permanent tax rate of $1.97 per $1,000 assessed value, will begin July 1, 2027, replacing existing rates of Dissolving Districts. Taxes are for fire protection and emergency medical services. Employees of Dissolving Districts will become employees of New District. All real and personal property, including reserve funds, of dissolving districts will transfer to New District.

Authorized Official Not required to be notarized.

Name Commissioner Colm Willis	**Title** Marion County Board of Commissioners Chair
Email Address	**Contact Phone** 503-588-5212

By signing this document:

→ I hereby state that I am authorized by the county, city, or district governing body to submit this Request for Ballot Title – Preparation or Publication of Notice.

Colm Willis

Signature

7/27/2026

Date Signed

Exhibit C

BEFORE THE MARION COUNTY BOARD OF COMMISSIONERS
STATE OF OREGON

PETITION FOR FORMATION OF FIRE DISTRICT

A PETITION FILED PURSANT TO ORS 198.705 TO 198.955

A. This is a proposal for the formation of a rural fire protection district, the principal act of which is Chapter 478 of the Oregon Revised Statutes.

B. The proposed rural fire protection district would be located within both Marion County and Clackamas County, with Marion County the principal county as that term is used in ORS 198.705(17).

C. The formation of a new fire district is pursuant to ORS 198.705 to 198.955 and ORS Chapter 478.

D. The name and principal act of all affected districts and counties are:

Marion County — ORS Chapter 201 through ORS Chapter 215
Clackamas County — ORS Chapter 201 through ORS Chapter 215
- Clackamas County Rural
- Clackamas County Emergency Radio Bond
- Clackamas County Public Safety Local Option

Molalla Aquatic Park ORS Chapter 266
S Clackamas Transportation District ORS Chapter 267
Canby School District ORS Chapter 332
Molalla River School District ORS Chapter 332
Silver Falls School District ORS Chapter 332
Gervais School District ORS Chapter 332
Silver Falls School District ORS Chapter 332
Mt. Angel School District ORS Chapter 332
Woodburn School District ORS Chapter 332
Clackamas Educational Service District ORS Chapter 334
Willamette Educational Service District ORS Chapter 334
Clackamas Community College ORS Chapter 341
Chemeketa Community College -- ORS Chapter 341
Chemeketa Regional Library ORS Chapter 357
Clackamas County Library ORS Chapter 357
Silver Falls Library District ORS Chapter 357
Marion County Extension & 4H ORS Chapter 451
Clackamas County Extension & 4H ORS Chapter 451
Vector Control ORS Chapter 452
Clackamas County Urban Renewal ORS Chapter 457

Monitor Fire District ORS Chapter 478
Mt. Angel Fire District ORS Chapter 478
Marion Soil and Water Conservation ORS Chapter 568
Clackamas Soil and Water Conservation ORS Chapter 568
Port of Portland ORS Chapter 777

E. The Board of Directors of the proposed District will be elected and will consist of five (5) members elected at large.

F. The description of the proposed District is shown on Exhibit "A", attached to this Petition, and is depicted on the included map.

G. The territory of the proposed District is inhabited.

H. The name of the proposed District is the **Mt. Angel-Monitor Fire District (hereinafter "New District")**.

I. The proposed permanent tax rate for operating taxes sufficient to support the services and functions described in the Economic Feasibility Statement for the proposed New District is $1.97 per one thousand dollars ($1,000) of assessed valuation.

J. The proposed formation is subject to the following proposed terms and conditions:

- Formation of the New District is subject to the public hearing process with the County Board specified in ORS 198.800, et seq.

- Formation of the New District is subject to the voter approval, with the questions presented at the November 3, 2026, general election.

- Formation of the New District is subject to the concurrent voter approval of the dissolution of both the existing Mt. Angel Fire District and dissolution of the existing Monitor Fire District.

- Effective Date: The order forming New District will take effect on January 1, 2027.

- Employees: Subject to the provisions of ORS 236.605 to 236.640, the employees of the Mt. Angel and/or Monitor Fire Districts shall be transferred to the New District.

- Asset Transfer: All real and personal property and other assets of the Mt. Angel Fire District and/or the Monitor Fire District, will be transferred to and become the property of the New District.

- Debt Distribution: The New District will assume all fire protection related debt obligations of the Mt. Angel Fire District and/or the Monitor Fire

District. No other long term debt obligations will be assumed by the New District.

K. The Economic Feasibility Statement described by ORS 198.749 is attached hereto as Exhibit "B".

L. The boundary of the proposed District includes the City of Mt. Angel. City consideration and approval by resolution of the final Order of the County Board will occur be attached to the Petition in compliance with ORS 198.720. is attached hereto as Exhibit "C".

M. The names and address of the Chief Petitioners are:

John Vandecoevering
34380 S Barlow Rd
Woodburn OR. 97071

Aaron Bielemeier
12354 Mt Angel Gervais RD NE
Mt Angel OR. 97362

DONE this 10th day of February 2026.

ATTEST

Chief Petitioner(s)

John Vandecoevering

Aaron Bielemeier

Exhibit A

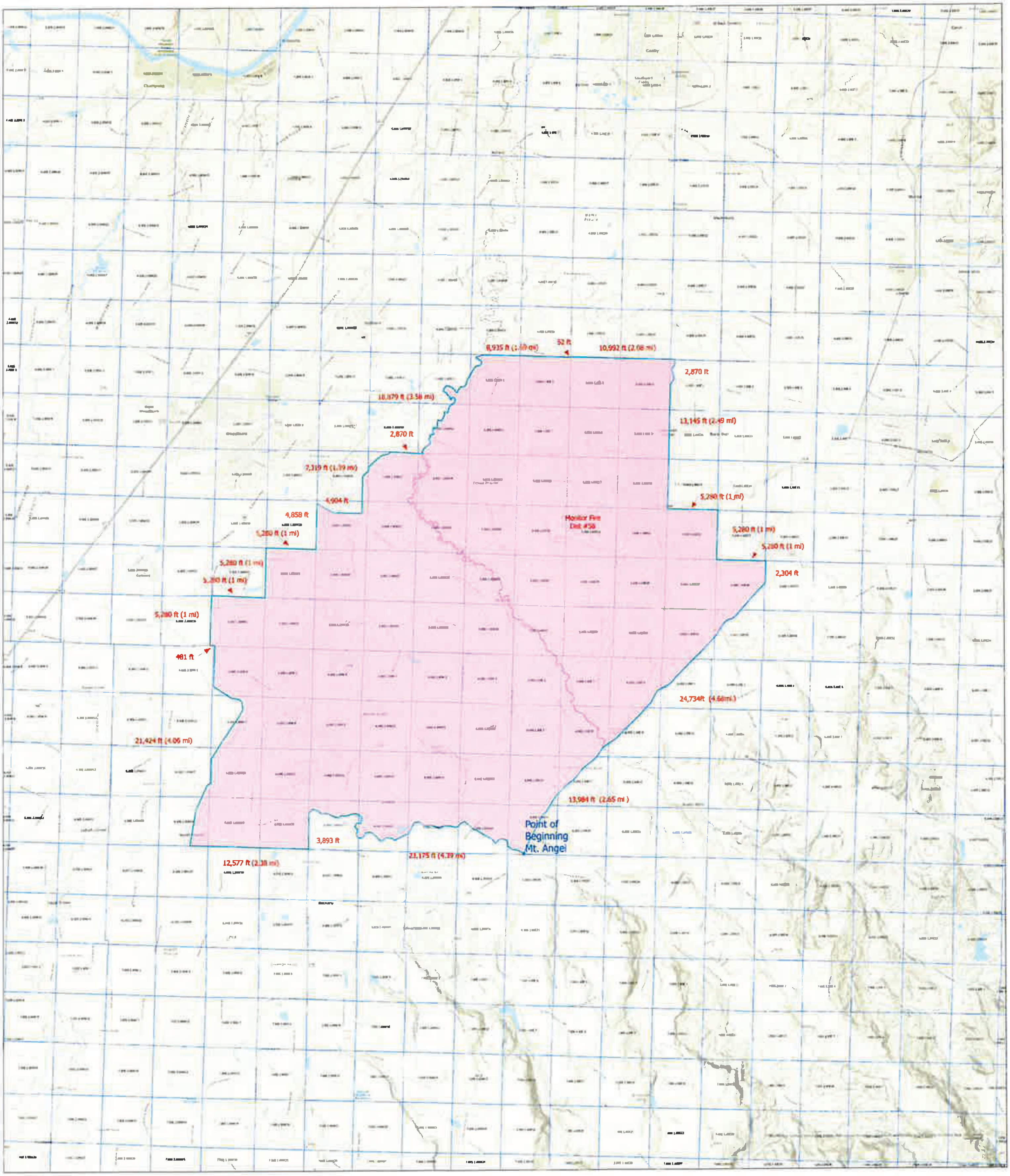
Exhibit A

Legal Description for Mt. Angel Fire District / Monitor Fire District

Legal Description for Mt. Angel Fire District / Monitor Fire District

Beginning at a point in the center of the Oregon Highway 213 where the Abiqua creek crosses said road and running thence along the center of said road in a northeasterly direction for approximately 13,984 ft (2.65 mi) to the east line of Marion County;
Thence northeasterly along the centerline of said highway for approximately 24,734 ft (4.68 mi) to the east line of Township 5 South, Range 1 East, Section 26, Willamette Meridian,
Thence, north along the east line of said Section 26 for approximately 2,304 ft to the Northeast corner of said Section 26,
Thence, west along the north line of said Section 26 for approximately 5,280 ft (1 mi) to the Northwest corner of said Section 26,
Thence, north along the east line of Township 5 South, Range 1 East, Section 22, W.M. for approximately 5,280 ft (1 mi) to the Northeast corner of said Section 22,
Thence West along the north line of said Section 22 for approximately 5,280 ft (1 mi) to the Northwest corner of said Section 22,
Thence, North along the west line of Township 5 South, Range 1 East, Section 15 for approximately 13,145 ft (2.49 mi) to the centerline of South Kropf Road,
Thence north along the centerline of said road for approximately 2,870 ft to the centerline of South Barnards Road,
Thence, West along the center line of said road for approximately 10,992 ft (2.08 mi) to the east line of Township 4 South, Range 1 East, Section 31, W.M.,
Thence, South along the east line of said section 31 for approximately 52 ft to the Northeast corner of Township 5 South, Range 1 East, Section 6, W.M.,
Thence West along the north line of said Section 6 and the north line of Township 5 South, Range 1 West, Section 1, W.M. for approximately 8,935 ft (1.69 mi) to the West line of Clackamas County,
Thence Southeasterly along the centerline of the west line of Clackamas County for approximately 18,879 ft (3.58 mi) to the point where it intersects with the south line of Township 5 South, Range 1 West, Section 11, W.M.,
Thence, west along the south line of said Section 11 and the south line of Township 5 South, Range 1 West, Section 10, W.M. for approximately 3,155 ft to the centerline of Union School Road,
Thence, southerly along the centerline of said road for approximately 7,319 ft (1.39 mi) to the centerline of Oregon Highway 214,
Thence, westerly along the centerline of said highway for approximately 4,904 ft to the section line between Sections 20 and 21, in Township 5 South, Range 1 West, W.M.;
Thence, south along the east line of said Section 20 for approximately 4,858 ft to the southeast corner of said Section 20;
Thence, west along the south line of said Section 20 for approximately 5,280 ft (1 mi) to the common corner between Sections 19, 20, 29 and 30, in Township 5 South, Range 1 West;
Thence, south along the Section line between Sections 29 and 30 in said Township 5 for approximately 5,280 ft (1 mi) to the common corner between Sections 29, 30, 31 and 32 in said Township 5;

Thence, west along the south line of Section 30 for approximately 5,280 ft (1 mi) to the southwest corner of said Section 30;
Thence, south along the west line of Section 31 for approximately 5,280 ft (1 mi) to the southwest corner of said Section 31;
Thence, easterly along the south line of Section 31 for approximately 481 ft to its intersection with Howell Prairie Road;
Thence, southerly along the center line of said last named road for approximately 21,424 ft (4.06 mi) to the south line of Section 24, Township 6 South, Range 2 West;
Thence, east along the south line of Section 24, Township 6 South, Range 2 West, W.M., and the south line of Sections 19 and 30, Township 6 South, Range 1 West, W.M., for approximately 12,577 ft (2.38 mi) to the southeast corner of Section 20, Township 6 South, Range 1 West;
Thence, north along the east line of Section 20 for approximately 3,893 ft to the center of Abiqua creek;
Thence, upstream along said creek for approximately 23,175 ft (4.39 mi) to the place of beginning.



Mt. Angel and Monitor
Fire Districts
Legal Description Map

Exhibit-B

MT. ANGEL–MONITOR FIRE DISTRICT

FORMATION FEASIBILITY STUDY

Prepared for the Boards of Directors

Mt. Angel Fire District

Monitor Rural Fire Protection District

Proposed Ballot Date: November 3, 2026

Proposed Formation Date: January 1, 2027

TABLE OF CONTENTS

1. EXECUTIVE SUMMARY

This Feasibility Study evaluates the proposed consolidation of Mt. Angel Fire District and Monitor Rural Fire Protection District into a single rural fire protection district to be known as the Mt. Angel–Monitor Fire District. The proposed formation date is January 1, 2027, subject to voter approval in November 2026.

The combined districts currently serve approximately 72.15 square miles and protect an estimated 7,909 residents. Over the past three years (2023–2025), the districts have responded to an average of approximately 1,200 emergency incidents annually. Approximately 70 percent of these incidents are EMS-related, with the remaining 30 percent consisting of fire suppression, rescue, and other emergency responses.

Both districts rely primarily on volunteer staffing. Like many rural fire agencies, weekday daytime response reliability has declined due to workforce commuting patterns.

This study evaluates whether consolidation:

- Improves staffing reliability and operational deployment
- Stabilizes long-term revenue through a unified permanent rate
- Supports structured apparatus and equipment replacement
- Eliminates levy dependency risk
- Maintains long-term fiscal sustainability

Under the proposed permanent tax rate of $1.97 per $1,000 assessed value and a FY2027 assessed value of $917,283,527, projected FY2027 revenue is approximately $1,807,049. The proposed FY2027 consolidated budget totals $1,363,564, resulting in an initial projected operating surplus of approximately $443,484.

Five-year financial modeling (FY2027–FY2031) demonstrates that the consolidated district maintains positive operating margins under conservative two percent assessed value growth, even after phased staffing expansion and the addition of a fourth firefighter in FY2031. Annual apparatus reserve contributions of >$300,000 are maintained throughout the forecast period. Higher growth scenarios further strengthen long-term capital sustainability.

Based on the operational analysis, financial modeling, legal authority, and long-term capital projections, consolidation is determined to be operationally justified, financially sustainable, and legally feasible.

1.1 Existing Conditions

Mt. Angel Fire District and Monitor Rural Fire Protection District collectively serve an estimated 7,909 residents. Based on the most recent three-year data, the combined districts respond to approximately 1,200 emergency incidents annually.

Both districts operate combination systems supported by volunteer personnel. Volunteer turnout remains strong during evenings and weekends; however, both districts experience reduced volunteer availability during weekday business hours. Increasing regulatory requirements, apparatus replacement costs, EMS demand, and personnel-related expenses have placed sustained operational and financial pressure on both organizations.

Monitor Rural Fire Protection District currently operates under a permanent tax rate of $0.53 per $1,000 of assessed value, supplemented by a $0.50 local option levy that expires in 2027. The levy represents a significant portion of Monitor's operational funding. Absent structural change or levy renewal, Monitor would experience a substantial reduction in available operating revenue.

Mt. Angel Fire District operates under a permanent tax rate of $1.0146 per $1,000 of assessed value. When compared to more than 20 fire districts across Marion and Clackamas Counties, both Mt. Angel and Monitor maintain the lowest two permanent tax rates in the region.

The proposed consolidated permanent rate of $1.97 per $1,000 of assessed value would move the new district closer to the regional median among comparable fire districts. This adjustment is intended to provide stable, long-term funding for staffing reliability, apparatus replacement, and operational sustainability.

A primary objective of this structure is to avoid future bond measures with associated interest costs and to eliminate reliance on temporary operating levies. By establishing a sustainable permanent rate and building structured capital reserves annually, the new district can plan for major apparatus replacements and operational needs with the goal of not returning to voters for recurring funding measures over the next 20 years. Apparatus follow a NFPA recommendation of 20-year replacement cycles, which provides confidence in our 20-year plan.

1.2 Purpose of Consolidation

The proposed consolidation is intended to:

- Improve daytime staffing reliability with increased staffing
- Strengthen emergency medical capability by adding Advanced EMT or Paramedic coverage
- Eliminate duplicated administrative structures
- Create a unified capital replacement plan
- Stabilize long-term financial sustainability
- Provide consistent operational standards and training

- Enhance organizational resilience

Consolidation would allow the combined district to transition from two independent tax bases and governance structures into one unified entity capable of strategic long-term planning.

1.3 Proposed Service Model

The proposed consolidated district would:

- Operate from three existing stations (Mt. Angel, Monitor, and Yoder)
- Maintain a volunteer-based 24/7 response system
- Implement three full-time daytime firefighter positions (8:00 a.m. – 5:00 p.m. Monday–Friday) in Year 1
- Establish a long-term objective of four-person engine staffing during peak hours
- Maintain the current Mt Angel retired / half-time Fire Chief position initially as additional cost saving measure and district formation, with transition to full-time leadership as operational demands warrant.

This phased staffing model addresses the most significant operational vulnerability—weekday daytime response—while remaining fiscally responsible.

1.4 Financial Summary

Based on a combined 2026 assessed value of approximately $899,297,575 million and a proposed permanent tax rate of $1.97 per $1,000 of assessed value, assuming a two percent increase for 2027, the consolidated district is projected to generate approximately $1.8 million in annual property tax revenue in its first year of operation.

The proposed operating budget is estimated at $1.36 million annually, which includes a $300,000 capital outlay line item reserved for potential apparatus or equipment purchases if needed, along with a $50,000 contingency reserve. Because the new capital outlay allocation represents spending authority rather than a required annual expenditure, any unspent portion may carry forward into reserves at the end of the fiscal year.

Under this conservative budgeting approach, the district is projected to generate a minimum annual surplus of approximately $443,484with the potential for additional surplus depending on the amount of capital outlay funds that remain unspent. Over five years, cumulative projected surpluses could reasonably range from approximately $2.2 million to more than $3.9 million, allowing the District to:

- Establish dedicated apparatus replacement reserves
- Fund turnout gear and SCBA replacement cycles
- Avoid reliance on future bond measures
- Build operating reserves to industry-recommended levels
- Phase in the hiring of additional daytime firefighters

For a typical home with an assessed value of $250,000 (roughly 50% $500,000 real market value), the estimated impact of the proposed rate is an increase of approximately $20 per month.

1.5 Findings

This feasibility analysis concludes that formation of the Mt. Angel–Monitor Fire District is:

- Operationally justified due to documented daytime staffing gaps
- Financially sustainable under conservative growth assumptions
- Structurally efficient compared to maintaining two separate districts
- Strategically aligned with long-term service demands and capital needs

Consolidation provides a stable governance framework, predictable revenue structure, and scalable service model capable of protecting life and property for both communities into the future.

2. INTRODUCTION AND PURPOSE

2.1 Introduction

Mt. Angel Fire District and Monitor Rural Fire Protection District have provided fire protection and emergency response services to their respective communities for decades. Both districts operate under Oregon Revised Statutes (ORS) Chapter 478 and rely primarily on volunteer firefighters supplemented by limited paid staff.

Over the past several years, both districts have experienced increasing service demands, rising operational costs, and evolving regulatory requirements. At the same time, volunteer availability—particularly during weekday daytime hours—has declined due to employment patterns, commuting distances, and demographic shifts.

Recognizing these shared challenges, the Boards of Directors for Mt. Angel Fire District and Monitor Rural Fire Protection District initiated a formal evaluation to determine whether forming a single consolidated district would strengthen long-term service delivery, operational reliability, and financial sustainability.

This Feasibility Study presents the findings of that evaluation.

2.2 Purpose of the Study

The purpose of this study is to determine whether consolidation of Mt. Angel Fire District and Monitor Rural Fire Protection District into a single rural fire protection district is:

- Operationally necessary
- Financially sustainable

- Legally feasible
- Strategically beneficial to the communities served

This study provides a structured, data-informed assessment of:

- Current service levels and response demand
- Staffing capacity and deployment challenges
- Facilities and apparatus inventories
- Financial baselines and revenue stability
- Capital replacement needs
- Governance structure and statutory requirements
- Long-term fiscal projections

The study is intended to provide the Boards of Directors, county officials, and the public with a comprehensive understanding of the impacts—both positive and negative—of district formation.

2.3 Scope of Evaluation

This feasibility analysis examines both current conditions and projected future needs. Specifically, it evaluates:

Operational Factors

- Incident volume and call-type trends
- Response performance and coverage areas
- Staffing models and daytime response reliability
- Training standards and regulatory compliance
- Mutual aid and automatic aid relationships

Financial Factors

- Current revenue sources and tax rates
- Projected revenue under a consolidated permanent rate
- Personnel cost projections
- Capital improvement and apparatus replacement planning
- Five-year and long-term fiscal sustainability

Governance Factors

- Statutory requirements under ORS 478
- Board composition and transition procedures
- Asset and liability transfer considerations
- Administrative consolidation impacts

This study does not pre-determine the outcome of the ballot measure. Instead, it provides factual analysis to support informed decision-making.

2.4 Background Context

Both districts currently operate independently but share common operational realities:

- Increasing reliance on EMS response
- Rising apparatus replacement costs (engines exceeding $1 million)
- Elevated insurance and compliance expenses
- Growing training standards and certification requirements
- Volunteer recruitment and retention challenges

Monitor's local option levy, which contributes a significant portion of its operational funding, expires in 2027. Without renewal or structural change, the district's financial capacity would be materially reduced, and one of the two paid firefighters would be eliminated leaving just one Firefighter EMT on duty during the week.

Mt. Angel Fire District maintains a higher permanent tax rate and ISO Class 3 rating but also faces long-term apparatus replacement and staffing sustainability challenges.

The two districts already collaborate informally and through shared operational practices, and a training officer / firefighter EMT position IGA. Consolidation represents a formal structural evolution of that cooperation.

2.5 Study Methodology

This feasibility study was developed using:

- Three-year call volume averages
- Assessed value data from Marion County
- Assessed value data from Clackamas County
- Current adopted budgets from both districts
- Projected inflation assumptions for personnel and capital costs
- Industry benchmarks for reserve and capital planning
- Comparative analysis of similar Oregon district consolidations
- NFPA staffing and equipment standards

Revenue projections assume a conservative two percent annual assessed value growth rate. Personnel and operational cost projections reflect realistic inflation trends experienced by Oregon fire districts over the past five years.

2.6 Decision Framework

The decision to consolidate should ultimately be based on the following questions:

1. Will consolidation improve service reliability?
2. Will consolidation strengthen long-term financial stability?
3. Will consolidation improve capital planning and reduce future bond reliance?

4. Will consolidation create a more resilient organization capable of meeting future demands?

This feasibility study is structured to provide clear, objective answers to those questions.

3. AUTHORITY AND LEGAL FRAMEWORK

3.1 Statutory Authority

The proposed formation of the Mt. Angel–Monitor Fire District is governed by the Oregon Revised Statutes (ORS), primarily:

- **ORS Chapter 478** – Rural Fire Protection Districts
- **ORS Chapter 198** – Special District Formation, Boundary Changes, and Mergers
- **ORS Chapter 222 (as applicable)** – Territory transfers and city relationships
- **ORS 294 & 297** – Public budgeting and audit requirements

Under ORS 478, a rural fire protection district may be formed, merged, or reorganized following statutory procedures, including:

- Adoption of resolutions by the governing bodies
- Submission to the county for review
- Public notice and hearing requirements
- Referral to voters within the proposed district boundary

The consolidated district would operate as a single rural fire protection district under ORS 478 with full taxing and operational authority.

3.2 Formation Structure Options

There are two legally recognized structural pathways available:

<u>Option A – Formation of a New District</u>

Both existing districts dissolve, and a new district is formed through voter approval. Assets, liabilities, and operational authority transfer to the newly formed entity.

Characteristics:

- New district name and identity
- New governing board established
- All assets transferred
- Clean statutory formation process
- New permanent tax rate is set

Option B – Merger into One Existing District

One district absorbs the other through statutory merger procedures.

Characteristics:

- One district remains as the surviving entity
- The other district dissolves
- Assets and liabilities transfer to the surviving district
- Fewer administrative resets required
- The surviving district permanent tax rate is applied

The Boards must determine which pathway best serves governance clarity, asset transition simplicity, and public transparency.

3.3 Voter Approval Requirements

Formation of a new district or merger requires approval by a majority of voters within the affected territory.

The ballot measure must include:

- Legal boundary description
- Proposed permanent tax rate
- Effective date of formation
- Identification of initial governing board structure

Only voters residing within the proposed consolidated district boundary are eligible to vote on the measure.

3.4 Governance Structure Under ORS 478

Upon voter approval, the consolidated district will be governed by a five-member Board of Directors elected at large.

Board responsibilities include:

- Establishing district policy
- Adopting annual budgets
- Setting tax levies (within permanent rate authority)
- Hiring and supervising the Fire Chief
- Approving capital expenditures
- Ensuring compliance with public meeting and public records law

Board members serve staggered four-year terms unless otherwise specified during initial formation.

3.5 Taxing Authority

Under ORS 478, a rural fire protection district may levy property taxes up to its voter-approved permanent rate.

The proposed permanent tax rate for the Mt. Angel–Monitor Fire District is:

$1.97 per $1,000 of assessed value

Once approved, the permanent rate becomes part of the district's tax base and does not require renewal unless modified.

The district would remain subject to:

- Measure 5 constitutional compression limits
- Measure 50 assessed value growth limitations
- County tax collection procedures

3.6 Asset and Liability Transfer

Upon consolidation:

- Real property, apparatus, and equipment transfer to the consolidated district
- Cash reserves and capital accounts transfer
- Outstanding obligations (contracts, debt, leases) transfer
- Employment agreements transition under new district authority

3.7 Personnel Transition

All paid employees and volunteers would transition to the consolidated district without interruption of service.

Key considerations include:

- Employment classification
- Accrued leave balances
- Insurance coverage transition
- Workers' compensation coverage
- Oregon PERS
- Payroll system consolidation
- Volunteer liability and coverage continuation

Personnel policies will be reviewed and adopted by the new governing board.

3.8 Intergovernmental Agreements

Existing agreements with:

- Oregon State Fire Marshal
- Fire Defense Board
- METCOM 911
- Mutual aid partners

will either transfer automatically or require re-execution under the new district name.

No interruption in dispatch services or mutual aid coverage is anticipated.

3.9 Compliance Requirements

Upon formation, the consolidated district must:

- Adopt Bylaws and board policies
- Establish banking and accounting systems
- Adopt a fiscal year budget
- Conduct annual independent audits
- Comply with Oregon Public Meetings Law
- Maintain Oregon Government Ethics compliance

3.10 Legal Findings

Based on statutory review, formation of the Mt. Angel–Monitor Fire District is:

- Authorized under ORS Chapters 478 and 198
- Subject to voter approval
- Structurally viable under either merger or new district formation pathways
- Capable of seamless asset and operational transition with proper planning

No statutory barriers have been identified that would prevent consolidation.

4. DESCRIPTION OF EXISTING DISTRICTS

4.1 Combined Service Area Overview

The districts protect a combination of urban-density housing within the city limits, including commercial occupancies, schools, churches, and light industrial properties, as well as widely dispersed rural homes, farms, and outbuildings throughout the countryside. The response area includes key transportation corridors, critical infrastructure, and community gathering locations, creating a broad risk profile that ranges from structure fires and EMS calls to wildland-urban interface incidents and motor vehicle crashes.

4.1.1 Estimated Population

Estimated combined population: 7,909 residents

This estimate reflects current county population data and includes incorporated and unincorporated areas within both districts.

4.1.2 Geographic and Risk Characteristics

The service area includes:

- Urban residential development within the City of Mt. Angel
- Rural residential, industrial and agricultural occupancies
- Highway corridors (Highways 211, 213, and 214)
- Wildland-urban interface areas
- Schools and community facilities

These mixed occupancies create diverse response demands requiring both EMS capability and structural firefighting readiness.

4.1.3 Call Volume and Service Demand

Three-year combined average call volume (2023–2025):
Approximately 1,200 emergency incidents annually

Annual totals:

- 2023: 1,188 calls
- 2024: 1,148 calls
- 2025 (estimated): 1,276 calls

Call distribution (approximate):

- 70% EMS-related incidents
- 30% Fire suppression, rescue, hazardous conditions, or service calls

Call volume has demonstrated moderate growth over the past five years, consistent with regional population growth and increasing EMS utilization.

4.1.4 Staffing

Current staffing model includes:

- 0.5 FTE Fire Chief
- 2 Full-Time Firefighters
- 1 Administrative Secretary
- Approximately 57 Volunteer Firefighters

Operational model:

- Volunteers provide 24/7 coverage
- Paid staff primarily support daytime response and training
- Daytime staffing depth is improved but remains limited to available personnel

The district has strong volunteer participation but faces increasing challenges in weekday daytime response reliability.

4.1.5 Facilities

Mt. Angel Fire Station & Storage Shop Building

Year	Built	Description	Sq. Ft.	Total Cost	Cost / Sq. Ft.	Funding
1993	1994	Station 450	10,014	$425,000	$42.44	City Bond
2025	2025	Storage / Shop	3,000	$640,000	$213.33	11 years of Conflagration reimbursements and savings

- Provides primary response coverage to City of Mt Angel, as well as southern and western district territory
- Serves as administrative headquarters
- Houses administrative offices and Fire Chief office
- Provides training and meeting space
- Contains primary apparatus bays
- Serves as primary staffed daytime response location

This facility functions as the operational hub of the district and supports both administrative and frontline response activities.

Monitor Fire Station

Year	Built	Description	Sq. Ft.	Total Cost	Cost / Sq. Ft.	Funding
1996	1996	Station 980 Monitor	9,288	$950,000	$102.28	1/3 was Paid from Budget and 2/3 was FEMA Funds

- Located in the Monitor community area
- Houses engines, brush and water tender apparatus
- Provides primary response coverage for central northern and eastern district territory
- Volunteer-supported response station

- Critical for rural water supply operations and highway corridor response

The Monitor Station ensures geographic equity in service delivery and reduces travel times to rural residential and agricultural areas. The Monitor Station is 4.2 road miles from the Mt Angel Station.

Yoder Substation

Year	Built	Description	Sq. Ft.	Total Cost	Cost / Sq. Ft.	Funding
1974	1974	Station 990	2,400	$50,000	$20.83	Paid for by Budget Funds

Property was donated by the Yoder Family; the Yoder Substation was built in 1974, and the cost of construction was $50,000.

- Located in the Yoder community area
- Volunteer-supported station
- Provides rural response coverage to northern and eastern portions of the district
- Currently undergoing seismic retrofit improvements

Yoder enhances travel time performance and strengthens rural coverage depth across the consolidated district. The Yoder Station is 10.3 road miles from the Mt Angel station, and 6.1 road miles from the Monitor Station.

4.2 Monitor Rural Fire Protection District

4.2.1 History and Organizational Overview

Monitor Rural Fire Protection District serves unincorporated territory east and north of Mt. Angel. The district operates under ORS Chapter 478 and is governed by an elected Board of Directors.

Monitor operates as a primarily volunteer fire district with no full-time operational staff.

4.2.2 Service Area

- Approximately 35.28 square miles
- Predominantly agricultural and rural residential
- Highway 213 corridor
- Highway 211 corridor
- Scattered rural dwellings and farm structures
- WUI exposure areas

Estimated population: approximately 2,800 residents

4.2.3 Call Volume and Service Demand

Three-year average call volume: approximately 412 calls annually

Call distribution:

- Approximately 65–70% EMS
- Approximately 30–35% Fire and Rescue

Call volume trends have been relatively stable but are expected to grow gradually with residential development patterns.

4.2.4 Staffing

Current staffing model includes:

- Volunteer Firefighters: approximately 20
- No full-time operational staff
- Administrative functions supported through district structure
- Shared daytime staff from Mt. Angel Fire District

Daytime weekday response capacity is limited and highly dependent on volunteer availability.

4.3 Comparative Summary

Category	Mt. Angel	Monitor
Service Area	36.27 sq. mi.	35.28 sq. mi.
Population	~5292	~2617
Annual Calls	~792	~412
Permanent Rate	1.0146	0.53
Local Option	None	0.50 (exp. 2027)
Volunteers	37	20
Full-Time Staff	2.5 FTE + admin	0
ISO Rating	Class 3	Not rated

4.4 Baseline Observations

1. Both districts rely heavily on volunteers.
2. Both experience daytime staffing limitations.
3. Monitor faces levy expiration risk in 2027.
4. Apparatus replacement costs are rising rapidly.
5. Both districts serve largely rural, agricultural, and WUI communities.

These baseline conditions form the foundation for evaluating consolidation in subsequent sections.

5. COMMUNITY AND RISK PROFILE

This section evaluates the demographic, geographic, economic, and hazard characteristics of the territory served by Mt. Angel Fire District and Monitor Rural Fire Protection District. Understanding community risk is critical in determining appropriate staffing levels, apparatus configuration, and long-term capital planning.

5.1 Geographic Characteristics

The combined service area lies in northeastern Marion County and portions of southern Clackamas County, Oregon, within the northern Willamette Valley. It includes the City of Mt. Angel, the rural Monitor community, and surrounding agricultural lands.

The area reflects a blend of small-town urban development, rural residential properties, and intensive agricultural operations. Elevations are generally moderate but include prominent features such as Mount Angel Abbey, which serves as both a cultural landmark and a high-elevation response consideration.

The district includes:

- Incorporated urban neighborhoods within the City of Mt. Angel
- Agricultural lands and farm structures
- Rural residential developments
- Wildland–Urban Interface (WUI) areas
- Major transportation corridors and rail lines
- Creek and floodplain zones

The terrain consists primarily of rolling farmland with scattered wooded areas. Although not mountainous, extended travel distances and rural road conditions—including narrow roadways, limited shoulders, and bridges—can affect response times, particularly during inclement weather.

5.2 Population and Development Patterns

Estimated Population:

- Mt. Angel: ~5,200 residents
- Monitor: ~2,600 residents
- Combined: ~7,900 residents

Population growth in the region has been gradual but steady. Development patterns include:

- Infill housing within Mt. Angel city limits

- Scattered rural residential construction
- Continued agricultural operations
- Occasional light commercial and industrial development

Aging housing stock in certain areas increases structural fire risk due to:

- Older electrical systems
- Lack of residential sprinkler systems
- Wood-frame construction

5.3 Major Risk Categories

5.3.1 Residential Risk

The majority of emergency responses are residential in nature, including:

- Medical emergencies
- Cooking-related fires
- Heating equipment fires
- Electrical malfunctions

Rural residences often lack hydrant coverage, increasing reliance on water tenders and tanker shuttle operations.

5.3.2 Agricultural and Industrial Risk

The district contains numerous:

- Barns and outbuildings
- Grain storage facilities
- Equipment sheds
- Agricultural processing structures

Agricultural occupancies present unique hazards including:

- Combustible dust
- Heavy machinery entrapment
- Chemical storage
- Fuel storage tanks

Loss potential in agricultural structures can be substantial.

5.3.3 Transportation Risk

Primary corridors include:

- Highway 211

- Highway 213
- Highway 214
- Rail corridor serving agricultural and commercial transport

Risks include:

- Motor vehicle collisions
- Commercial vehicle incidents
- Hazardous material transport accidents
- Vehicle vs. pedestrian incidents

Traffic-related calls represent a consistent portion of non-EMS emergency responses.

5.3.4 Wildland-Urban Interface (WUI) Risk

Portions of both districts include vegetated areas adjacent to residential development. WUI risk factors include:

- Seasonal drought conditions
- Agricultural field fires
- Wind-driven grass fires
- Limited access roads in rural areas

Although the area is not classified as high forest risk, grass and field fires can spread rapidly during summer months.

5.3.5 Water and Flood Risk

Pudding River, Butte Creek, Abiqua Creek, and smaller waterways run through portions of the district. Flood risk exists during heavy rainfall events.

Risks include:

- Water rescues
- Flooded roadways
- Swift-water hazards in certain conditions

Water rescue capability remains limited and typically supported through mutual aid.

5.4 Emergency Medical Demand

Emergency medical services represent the majority of responses within both districts. Common EMS call types include:

- Cardiac and respiratory emergencies
- Falls, particularly among older adults
- Motor vehicle collision injuries

- Behavioral health crises
- Lift assists

Demographic trends, including an aging population, are expected to increase overall EMS demand in the coming years.

5.5 Water Supply and Hydrant Coverage

Urban Mt. Angel benefits from municipal hydrant coverage.

Rural Monitor and Mt. Angel surrounding areas rely primarily on:

- Water tenders
- Drafting operations
- Mutual aid tanker shuttle

Water supply limitations significantly impact fire suppression strategy in rural areas.

5.6 Insurance Services Office (ISO) Considerations

Mt. Angel Fire District maintains an ISO Class 3 rating.

Monitor is not ISO rated.

ISO classification influences:

- Commercial insurance premiums
- Industrial risk underwriting
- Community economic development attractiveness

Consolidation could potentially support long-term ISO improvement opportunities for currently unrated territory.

5.7 Critical Infrastructure

Critical facilities within or near the proposed district include:

- Schools
- Assisted living facilities
- Churches and large assembly occupancies
- Agricultural processing facilities
- Municipal water and wastewater systems

Protection of these occupancies requires sufficient staffing depth and apparatus reliability.

5.8 Risk Trend Observations

1. EMS demand is increasing faster than fire demand.
2. Rural residential growth increases service area coverage requirements.
3. Apparatus cost inflation is outpacing traditional capital funding methods.
4. Daytime staffing reliability presents the greatest operational vulnerability.
5. Agricultural and WUI risk requires maintained tender capacity.

5.9 Summary

The Mt. Angel and Monitor communities present a mixed urban-rural risk profile characterized by:

- Predominantly residential and EMS demand
- Agricultural and industrial exposure
- Transportation corridor hazards
- Rural water supply limitations
- Increasing regulatory and insurance expectations

This risk environment supports the need for:

- Reliable daytime staffing
- Adequate water tender capacity
- Structured capital replacement planning
- Unified operational standards
- Funding mechanism to support

The next section analyzes incident demand and call volume trends in greater detail.

6. SERVICE DEMAND AND CALL ANALYSIS

This section analyzes emergency incident demand for Mt. Angel Fire District and Monitor Rural Fire Protection District and evaluates how call volume, call type, and service trends influence staffing, deployment, and long-term planning for the proposed consolidated district.

6.1 Overview of Emergency Demand

Emergency call volume in both districts reflects broader statewide trends: increasing EMS demand, steady fire-rescue activity, and growing service calls associated with an aging population and increased roadway traffic.

Combined call volume places the proposed consolidated district in the mid-range of Oregon rural combination districts by annual demand.

6.2 Call Volume by Year

The following totals are based on district incident counts provided for the three most recent years.

Mt. Angel Fire District Call Volume

- 2023: 823
- 2024: 756
- 2025: 797

Monitor Rural Fire Protection District Call Volume

- 2023: 365
- 2024: 392
- 2025: 479

Combined Call Volume

- 2023: 1,188
- 2024: 1,148
- 2025: 1,276

Three-Year Combined Average: Approximately 1,204 calls annually

6.3 Call Type Distribution

Incident activity across both districts is primarily medical in nature, with the remaining responses involving fire suppression, rescue, hazardous conditions, and other service calls. This pattern reflects the workload profile typical of modern rural fire districts, where emergency medical services account for the majority of responses and staffing demand.

Operational Implication: The high volume of medical calls underscores the need for consistent daytime staffing, as peak call activity occurs during weekday business hours when volunteer availability is generally reduced.

6.4 Trend Analysis and Key Observations

6.4.1 Overall Demand

Total combined incident volume increased from 1,148 in 2024 to an estimated 1,276 in 2025, representing an approximate year-over-year increase of 11%.

Monitor's call volume increased significantly in 2025. A portion of this increase is attributable to a small number of high-frequency EMS users, along with potential influences such as reporting practices, population shifts, traffic patterns, and overall EMS utilization trends.

Regardless of the contributing factors, the upward trend underscores the importance of proactive staffing and capacity planning across the entire district boundary.

6.4.2 EMS Growth Pressure

EMS demand is the dominant workload driver. Even when fire incidents remain stable, EMS calls continue to increase due to:

- Aging population trends
- Increased chronic medical conditions
- Increased roadway traffic and collision frequency
- Behavioral health and public-assistance calls

6.4.3 Fire and Rescue Demand

Fire incidents represent a smaller percentage of total calls but require substantially greater staffing, command capacity, and training. Structural fire response readiness is driven by infrequent but high-risk events where outcomes depend on immediate staffing depth.

Operational implication: Even with lower frequency, structural fire readiness requires staffing plans that support OSHA two-in/two-out principles and safe interior operations when conditions warrant.

6.5 Daytime Demand and Staffing Alignment

Both districts identify weekday daytime response reliability as the most significant operational vulnerability.

Factors contributing to this challenge include:

- Volunteers commuting outside the district for work
- Limited availability during standard business hours
- Increased call volume during daytime hours
- Concurrent incidents requiring multiple staffed resources

Consolidation benefit: A unified district enables shared paid staffing to cover peak demand periods districtwide, rather than duplicating limited staffing resources under separate budgets.

6.6 Deployment Implications for the Consolidated District

Given current demand, the proposed consolidated district service model should be designed to:

- Maintain 24/7 volunteer response capability
- Provide consistent daytime staffed response (initially 8:00 AM–5:00 PM)
- Ensure a predictable minimum staffing baseline for EMS and fire initial attack
- Reduce turnout delays and improve first-unit arrival reliability
- Support simultaneous incident coverage when volunteer turnout is limited

A phased deployment model is consistent with observed demand patterns, allowing staffing expansion as budgets and reserves stabilize.

6.7 Call Volume Projection

Assuming modest annual growth, consistent with regional trends, combined call volume is projected to continue increasing over the next five years.

A conservative planning assumption for workload modeling is 2–4% annual call growth. Under that assumption:

- A 1,250-call baseline would become approximately 1,380–1,520 calls annually within five years.

Planning implication: The district should maintain staffing and capital plans that scale with demand increases without requiring crisis-driven funding measures.

6.8 Summary

Key conclusions from service demand analysis include:

1. Combined call volume is approximately 1,200–1,275 calls annually.
2. EMS incidents represent the majority of demand and drive staffing needs.
3. Fire incidents, while less frequent, create the highest staffing-risk exposure.
4. Daytime staffing gaps are the critical performance vulnerability for both districts.
5. Consolidation supports a districtwide deployment model that aligns staffing with peak demand and improves reliability.

7. EXISTING OPERATIONAL CAPABILITIES

This section evaluates the current operational capacity of Mt. Angel Fire District and Monitor Rural Fire Protection District, including response model, staffing deployment, apparatus configuration, mutual aid relationships, and training standards. The purpose is to establish a realistic baseline of service capability prior to consolidation.

7.1 Response Model Overview

Both districts operate under a traditional volunteer response model supplemented by limited paid staff.

Mt. Angel Fire District

- Combination department with daytime support
- Volunteers respond from home or workplace
- Volunteer response dependent on availability
- Two full-time firefighters provide weekday support
- 0.5 FTE Fire Chief provides administrative and command oversight

Monitor Rural Fire Protection District

- Primarily volunteer department
- No full-time operational staff
- Volunteers respond from home or workplace
- Volunteer response dependent on availability
- Administrative oversight through elected board structure and contract services with Mt. Angel Fire District.

In both districts, volunteers remain the backbone of emergency response coverage.

7.2 Staffing and Response Depth

Mt. Angel Fire District

Strengths:

- Higher volunteer roster size
- Daytime support from two paid firefighters
- ISO Class 3 rating
- More frequent training exposure

Limitations:

- Daytime depth still dependent on volunteer turnout
- Limited ability to guarantee minimum interior staffing without recall

Monitor Rural Fire Protection District

Strengths:

- Dedicated rural volunteer base
- Strong community support
- Water tender capability

- Shared daytime Firefighter response with Mt. Angel

Limitations:

- No paid operational staff
- Limited guaranteed daytime response depth
- Greater vulnerability to low turnout during weekday hours

7.3 Fire Suppression Capability

Both districts maintain the ability to perform:

- Structural fire attack
- Rural water supply shuttle operations
- Wildland and grass fire suppression
- Vehicle extrication
- Basic rescue operations

However, interior structural firefighting operations depend heavily on turnout numbers. OSHA two-in/two-out requirements and safe fireground practices necessitate sufficient staffing before committing to interior attack.

Consolidation would allow staffing resources to be pooled and deployed districtwide.

7.4 EMS Response Capability

Emergency medical incidents comprise the majority of responses within the district and represent the primary driver of operational demand. These incidents include:

- Cardiac arrest and acute cardiac events
- Respiratory emergencies
- Falls, particularly among older adults
- Motor vehicle collision injuries
- Lift assists and other medical service calls

Current Level of Service

- Volunteer responders certified at the EMR and EMT levels
- Coordination with transporting ambulance providers
- No guaranteed advanced-level (AEMT or Paramedic) staffing during weekday daytime hours

Operational Considerations

- Simultaneous medical calls can strain available volunteer resources
- Advanced-level care is not consistently assured on every daytime response

- Daytime coverage is impacted by reduced volunteer availability due to work and commuting patterns

This capability profile reflects a common rural service model; however, increasing EMS demand and call concurrency highlight the importance of evaluating sustainable staffing solutions to maintain response reliability and patient care continuity.

7.5 Water Supply and Tender Operations

Urban Mt. Angel benefits from municipal hydrant infrastructure.

Monitor and rural areas rely primarily on:

- Water tenders
- Drafting operations
- Mutual aid tanker support

Both districts possess water tender capability, but effective rural fire suppression requires sufficient personnel for shuttle operations, pump operation, and attack lines simultaneously.

7.6 Mutual Aid and Automatic Aid

Both districts participate in:

- Marion County Fire Defense Board
- Mutual aid agreements with neighboring districts

Mutual aid supports large incidents but does not replace the need for reliable initial response staffing.

Consolidation would not eliminate mutual aid but would strengthen initial attack capacity before additional resources arrive.

7.7 Command and Incident Management

Incident command is provided by:

- Fire Chief's and available volunteer and paid company officers
- Senior volunteers
- Officers responding to scene

Current command capacity is adequate but can be strained during concurrent incidents or extended operations.

A consolidated district would provide:

- Unified command structure
- Clear officer hierarchy
- Standardized SOGs and ICS protocols

7.8 Training and Certification

Both districts maintain training programs consistent with Oregon DPSST standards.

Training requirements include:

- Structural firefighting certification
- Wildland training
- EMS continuing education
- Driver/operator training

Challenges include:

- Scheduling volunteer training around availability
- Maintaining consistent multi-company training
- Coordinating joint drills

Consolidation would further enhance standardized districtwide training under unified leadership.

7.9 Equipment and Apparatus Readiness

Both districts maintain functional apparatus fleets; however:

- Replacement cycles are approaching for major apparatus
- Cost of new engines exceeds $1 million
- SCBA and turnout gear replacement cycles require structured funding
- Increasing regulatory standards affect equipment purchasing

Capital planning under separate districts is more constrained than under a unified reserve model.

7.10 Operational Strengths

- Strong volunteer commitment
- Established community trust
- Mutual aid integration
- Functional facilities
- Combination staffing experience in Mt. Angel

7.11 Operational Vulnerabilities

1. Weekday daytime staffing reliability

2. Limited guaranteed interior structural staffing depth
3. Aging apparatus replacement exposure
4. Separate administrative systems limiting financial flexibility
5. Levy expiration risk for Monitor

7.12 Summary

Both districts currently provide effective emergency response within the constraints of a volunteer-based model. However, operational vulnerability during weekday daytime hours represents the most significant service reliability risk.

The proposed consolidation would not replace volunteer response; rather, it would reinforce it through shared paid staffing, unified command, and structured capital planning.

8. STAFFING ANALYSIS AND DEPLOYMENT MODEL

This section evaluates current staffing levels, identifies operational gaps, and outlines the proposed phased staffing model for the Mt. Angel–Monitor Fire District. Staffing is the single most important factor influencing response reliability, firefighter safety, OSHA compliance, and overall service delivery effectiveness.

8.1 Current Staffing Baseline

Mt. Angel Fire District

- 0.5 FTE Fire Chief
- 2 Full-Time Firefighters (40-hour schedule)
- 1 Administrative Secretary
- Approximately 37 Volunteers

Monitor Rural Fire Protection District

- Approximately 20 Volunteers
- No full-time operational staff

Combined Volunteer Roster: ~57 members

The current model relies heavily on volunteers responding from home or workplace. While effective during evenings and weekends, weekday daytime response reliability is variable.

8.2 Identified Staffing Gap

The most significant operational vulnerability identified in prior sections is:

Weekday Daytime Staffing Reliability

Contributing factors:

- Volunteers commuting outside district boundaries
- Limited availability during standard business hours
- Increased daytime EMS demand
- Occasional concurrent incidents

Operational risk:

- Delayed minimum staffing for interior structural fire attack
- Reduced EMS response depth
- Increased reliance on mutual aid for initial attack staffing

8.3 Regulatory and Safety Considerations

Structural firefighting operations are subject to OSHA two-in/two-out requirements. Interior attack requires:

- Two firefighters entering together
- Two firefighters outside ready for rescue

While volunteer response may eventually meet this requirement, guaranteed minimum staffing at time of arrival is not always assured during daytime hours.

Safe and defensible fireground operations require predictable staffing baselines.

8.4 Proposed Consolidated Staffing Model

The proposed staffing model is phased to align with financial sustainability.

<u>Phase 1 – Year 1 (Formation Year: 2027)</u>

- Maintain volunteer 24/7 response model
- Implement 3 full-time daytime firefighters
- Schedule: 8:00 a.m. – 5:00 p.m., Monday–Friday
- One position filled by Advanced EMT or Paramedic

Objectives:

- Guarantee minimum daytime response staffing
- Improve EMS capability
- Reduce reliance on volunteer-only response during peak hours
- Provide training leadership and volunteer support

<u>Phase 2 – Years 2–5</u>

- Evaluate and expand daytime coverage to 7 days per week if necessary

- Consider weekend upstaffing model with increased volunteer stipend
- Maintain 3-person daytime crew
- Evaluate call volume growth and financial performance
- Continue building apparatus replacement reserves

Objectives:

- Consider improved weekend daytime coverage
- Increase EMS reliability
- Stabilize staffing without exceeding sustainable budget levels

Long-Term Target Model

- 4-person engine staffing during peak daytime hours
- Retain volunteer augmentation model for evenings and nights
- Transition Fire Chief position to full-time as operational demands justify

This model provides structural scalability while maintaining fiscal discipline.

8.5 Deployment Strategy

Under consolidation, staffing would be deployed districtwide rather than divided by historic boundary lines.

Key principles:

- Districtwide coverage model
- Unified station staffing strategy
- Balanced apparatus placement

Deployment decisions would be driven by:

- Call density
- Travel time modeling
- Apparatus readiness
- Volunteer turnout patterns

8.6 Staffing Cost Model

Current estimated personnel budget for consolidated district: $652,518 annually

This includes:

- Fire Chief
- 3 full-time firefighters
- Administrative support
- Benefits and PERS

- Volunteer program support

The financial model supports this staffing level while maintaining annual surplus capacity for capital reserves.

8.7 Volunteer Sustainability

Consolidation does not replace volunteers. Instead, it:

- Enhances volunteer support
- Provides daytime career support to reduce burnout
- Improves training consistency
- Stabilizes leadership structure

Volunteer members remain essential to:

- Evening and overnight response
- Major incident staffing
- Community engagement
- Wildland mobilization

8.8 Staffing Risk Reduction

The proposed model reduces risk by:

- Guaranteeing minimum daytime response personnel
- Improving EMS care level
- Supporting safer structural fire operations
- Reducing response delay variability
- Enhancing supervision and accountability

8.9 Summary

The current volunteer-based model remains strong but is increasingly strained during weekday daytime hours. The proposed phased staffing plan:

- Is financially sustainable
- Directly addresses the identified operational gap
- Aligns with modern fire service staffing expectations
- Supports long-term service reliability

9. FACILITIES OVERVIEW

This section evaluates the current fire station infrastructure serving Mt. Angel Fire District and Monitor Rural Fire Protection District, assesses geographic coverage, and examines long-term facility considerations under a consolidated district model.

9.1 Overview of Existing Stations

The proposed consolidated district would operate from three existing facilities:

1. Mt. Angel Main Station
2. Monitor Station
3. Yoder Substation

These facilities collectively provide geographic coverage across approximately 72.15 square miles of rural and semi-urban territory.

9.2 Mt. Angel Main Station

Location

Located within the City of Mt. Angel, this station serves as the administrative and operational hub for the district.

Functions

- Primary response station for city and adjacent rural areas
- Administrative offices
- Training and meeting space
- Apparatus storage
- Equipment maintenance area

Condition

- Functional and operationally sound
- Adequate bay space for existing fleet
- Supports current staffing model

Capacity Considerations

The facility can support the proposed initial daytime staffing model. Long-term planning may evaluate:

- Sleeping quarters if expanded staffing occurs
- Expanded training or storage space
- Modernization upgrades

9.3 Monitor Station

Location

Located in the Monitor community area.

Functions

- Primary response station for northern and eastern district territory
- Houses engine and tender apparatus
- Volunteer response-based station

Condition

- Functional and operational
- Limited administrative infrastructure
- Supports rural coverage effectively

Capacity Considerations

With consolidation, this station remains essential for rural coverage. No relocation is currently proposed. Capital improvements may include:

- Minor modernization
- Equipment storage upgrades
- Facility hardening as needed
- Facility upgrades to support resident volunteers

9.4 Yoder Substation

Location

Provides coverage to northern and eastern rural territory.

Condition

- Undergoing seismic retrofit improvements
- Structurally maintained

Role

- Volunteer-supported station
- Enhances travel time performance in rural zones

Continued investment ensures coverage reliability in geographically dispersed areas.

9.5 Geographic Coverage and Travel Time

The three-station model provides distributed coverage across:

- Urban core (Mt. Angel)
- Rural residential areas
- Agricultural zones

- Highway corridors

Consolidation supports a districtwide deployment strategy rather than a boundary-limited response model. Closest-unit dispatch enhances travel time efficiency.

No station closures are proposed.

9.6 Facility Adequacy for Consolidated Model

The current station footprint is adequate to support:

- Phase 1 staffing implementation
- Volunteer-based 24/7 coverage
- Apparatus housing needs
- Training operations

No new major construction projects are planned in the initial five-year forecast.

9.7 Long-Term Facility Planning Considerations

Over a 10- to 20-year horizon, the district may evaluate:

- Facility modernization needs
- Sleeping quarters for expanded staffing
- Apparatus bay expansion
- Energy efficiency improvements
- Security upgrades

These considerations will be addressed in the 20-year Capital Improvement Plan section.

9.8 Financial Impact of Facility Strategy

Maintaining and utilizing existing stations:

- Eliminates immediate capital construction costs
- Preserves community presence in each area
- Maximizes return on prior infrastructure investment
- Supports geographic equity in service delivery

Consolidation does not require new facility construction.

9.9 Summary

The existing three-station model provides effective geographic coverage for the proposed consolidated district. Facilities are functional and capable of supporting the phased staffing model without major new capital expenditure.

10. APPARATUS AND EQUIPMENT INVENTORY

This section provides a consolidated inventory of frontline and support apparatus currently operated by Mt. Angel Fire District and Monitor Rural Fire Protection District. It evaluates fleet age, operational condition, and long-term replacement planning considerations.

Apparatus replacement represents the single largest capital exposure facing rural fire districts. Modern Type 1 fire engines now exceed $1,000,000 per unit, with build times often exceeding 24–36 months.

10.1 Structural Engines (Type 1)

Current Inventory: See Appendix C.

Operational Assessment:

Current front line engines remain functional and operational. However:

- The 2008 unit is approaching 20 years of service.
- The 2009 units are mid-life and entering higher maintenance phases.
- The two 2012 units remain within reasonable lifecycle range.

Industry Benchmark: NFPA and industry best practices typically assume 20-year frontline service life (10–15 years frontline, 5–10 years reserve).

10.2 Wildland / WUI Apparatus

Inventory: See Appendix C.

These units support:

- Grass fires
- Agricultural fires
- Initial attack in WUI areas
- Off-road responses
- Conflagration deployment

The 2006 units are approaching lifecycle replacement within 5–8 years.

10.3 Water Tenders

Inventory: See Appendix C.

Water supply is critical in rural portions of the district lacking hydrants.

The 1999 tender is beyond typical 25-year apparatus planning horizon and should be considered for replacement planning within 5–7 years.

The 2019 and 2023 tenders provide strong rural water capacity and represent relatively new capital assets.

10.4 Rescue and Support Vehicles

Rescue Units: See Appendix C.

The 1996 rescue unit is beyond normal lifecycle and represents a long-term replacement priority. Operational efficiency shifts include phasing out these vehicles as type 1 engines are able to fill those requirements.

Command Vehicles: See Appendix C.

Command fleet is generally serviceable.

Support Units: See Appendix C.

Several support vehicles are aging and may require phased replacement planning.

10.5 SCBA and Turnout Gear

Structural firefighting protective equipment must follow replacement cycles:

- Turnout gear: 10-year lifecycle per NFPA guidance
- SCBA: Typically, 15 years depending on manufacturer support

The district is currently pursuing Assistance to Firefighters Grant (AFG) funding for turnout gear replacement, with SCBA replacement anticipated in subsequent funding cycles.

Structured reserve planning reduces dependence on grant uncertainty.

10.6 Communications and Radios

Modern fireground safety depends on:

- Reliable portable radios
- Mobile apparatus radios
- Interoperable communications

Radio systems require long-term capital planning and eventual replacement aligned with countywide system upgrades. Marion County Public works is launching a countywide emergency service grade radio program that both police and rire agencies plan to migrate to in November, 2026.

10.7 Apparatus Replacement Risk Exposure

Major fleet replacements projected within 10 years include:

- 2 Type 1 Engines
- 1 Type 3 Wildland Engine
- Replacement of 1999 tender

Estimated capital exposure for these replacements could exceed:

$3.5–5.0 million over a 10- to 15-year horizon

Without structured reserves, such costs would likely require bond measures or emergency levies.

10.8 Consolidation Impact on Fleet Management

A consolidated district improves fleet management by:

- Establishing unified capital replacement schedule
- Building consistent annual apparatus reserve contributions
- Eliminating duplicative fleet redundancy
- Allowing fleet standardization
- Increasing purchasing leverage

Annual projected surplus under the consolidated financial model provides the ability to dedicate approximately >$350,000 annually toward capital reserve without reducing operational stability.

10.9 Apparatus Lifecycle Summary Table

Apparatus Type	Units	Replacement Priority
Type 1 Engines	4	2030–2035
Wildland Engines	3	2028–2033
Water Tenders	3	2027–2035
Rescue Units	2	2026–2032
Command/Support	Multiple	Ongoing phased replacement

10.10 Summary

The consolidated fleet is functional but entering a period of significant capital exposure. Over the next decade, multiple major apparatus replacements will be required.

Consolidation provides the financial scale and reserve-building capacity necessary to manage these costs responsibly without reliance on emergency borrowing.

11. FINANCIAL BASELINE ANALYSIS

This section establishes the current financial condition of Mt. Angel Fire District and Monitor Rural Fire Protection District. The purpose is to evaluate revenue stability, expenditure patterns, reserve capacity, and structural vulnerabilities prior to consolidation.

11.1 Revenue Structure Overview

Both districts rely primarily on property tax revenue derived from their voter-approved permanent tax rates. Secondary revenues include conflagration reimbursements, grants, interest income, and miscellaneous fees.

11.2 Mt. Angel Fire District Financial Baseline

<u>Permanent Tax Rate</u>

$1.0146 per $1,000 assessed value

<u>Revenue Characteristics</u>

- Stable permanent rate
- No local option levy currently in place
- Predictable property tax revenue stream
- Supplemented by volunteer response to wildfire mobilization reimbursements

<u>Expenditure Characteristics</u>

Primary cost centers include:

- Personnel (career staff, benefits)
- Volunteer program support
- Insurance and dispatch
- Training
- Fuel and maintenance
- Equipment replacement

<u>Financial Observations</u>

- Mt. Angel maintains stronger permanent rate stability than Monitor.
- Personnel costs represent the largest budget category.
- Capital replacement exposure exists but can be managed with structured reserve planning.

11.3 Monitor Rural Fire Protection District Financial Baseline

Permanent Tax Rate

$0.53 per $1,000 assessed value

Local Option Levy

$0.50 per $1,000 assessed value
(Expires 2027)

Effective Current Rate

$1.03 per $1,000 assessed value

Revenue Characteristics

Monitor's operational capacity currently depends significantly on the local option levy. Without renewal, the district's permanent revenue would decrease by nearly 50%.

Financial Risk

If the levy expires without replacement:

- Revenue reduction would materially impact operations.
- Apparatus replacement planning would be severely constrained.
- Staffing IGA would be financially infeasible.

Monitor's current financial model is structurally dependent on temporary voter approval.

11.4 Combined Assessed Value

Combined 2026 Assessed Value (AV): **$899,297,575**

Assessed value growth assumption used in modeling: **2% annually conservatively**

Assessed value forms the basis for projected revenue modeling under a consolidated permanent rate.

11.5 Current Combined Budget Baseline

Estimated Consolidated Operating Requirement: **$1,363,564 Year 1**

Breakdown:

Personnel Services – $652,518

- Fire Chief
- 3 Full-Time Firefighters
- Administrative staff
- Volunteer support
- Benefits and PERS

Materials & Services – $361,046

- Dispatch
- Insurance
- Training
- Utilities
- Fuel and maintenance

Capital Outlay – $300,000

- Apparatus reserve contributions

Contingency – $50,000

11.6 Financial Strengths

1. Mt. Angel Fire District has a stable permanent rate structure.
2. Combined assessed value base provides strong tax foundation.
3. Current budgets are conservative relative to projected consolidated revenue.
4. No major outstanding long-term debt reported.

11.7 Financial Vulnerabilities

1. Monitor Rural Fire Protection District levy expiration risk (2027).
2. Rising apparatus replacement costs.
3. Increasing personnel cost inflation (PERS, healthcare).
4. Limited capital reserves under separate structures.
5. Potential exposure to Measure 5 compression (to be analyzed).

11.8 Structural Comparison: Separate vs Consolidated

Factor	Separate Districts	Consolidated District
Revenue stability	Uneven	Unified permanent rate
Levy dependence	Monitor dependent	Eliminated

Factor	Separate Districts	Consolidated District
Capital planning	Independent, limited scale	Unified, scalable
Staffing flexibility	Restricted	Districtwide deployment
Administrative overlap	Duplicate governance	Unified board

11.9 Financial Conclusion

Maintaining two independent districts creates:

- Revenue disparity
- Uneven staffing capacity
- Fragmented capital planning
- Levy dependency risk

Consolidation under a unified permanent rate of $1.97 per $1,000 assessed value:

- Stabilizes long-term funding
- Eliminates Monitor Rural Fire Protection District's levy risk
- Supports structured capital reserve growth
- Enables phased staffing expansion

12. REVENUE MODELING

12.1 Proposed Permanent Tax Rate

The proposed permanent tax rate for the consolidated district is:

$1.97 per $1,000 of Assessed Value (AV)

This rate replaces:

- Mt. Angel Fire District permanent rate: $1.0146
- Monitor Rural Fire Protection District permanent rate: $0.53
- Monitor Rural Fire Protection District local option levy: $0.50 (expiring 2027)

The consolidated rate will provide stable, permanent funding without requiring periodic levy renewals.

12.2 Revenue Projection – Year 1

Combined 2027 Assessed Value (AV): **$917,283,527**

Revenue Calculation:

917,283,527 ÷ 1,000 x 1.97 = $1,807,049 (approx.)

Projected Year 1 Revenue: $1,807,049

12.3 Five-Year Revenue Projection

Assumes conservative 2% annual AV growth.

Year	Projected AV	Projected Revenue
2027	$917,283,526	$1,807,048
2028	$935,629,197	$1,843,189
2029	$954,341,781	$1,880,053
2030	$973,428,616	$1,917,654
2031	$992,897,188	$1,956,007

Five-Year Revenue Growth:

Annual revenue increases from $1.8 million to approximately $1.95 million, representing an increase of approximately $148,959 by Year 5.

12.4 Projected Surplus Under Consolidation

Estimated Annual Operating Budget: **$1,363,564 (Year 1)**
(Includes a $300,000 capital outlay allocation and $50,000 contingency.)

Projected Year 1 Surplus: **$443,484 (Minimum)**

Five-Year Cumulative Surplus: Approximately $2,202,580

Because the operating budget includes a $300,000 annual capital outlay allocation reserved for potential apparatus or equipment purchases, any unspent portion of this amount may carry forward into reserves. If the capital outlay allocation were not utilized in a given year, the district could retain an additional $300,000 annually, or approximately $1.5 million over five years, resulting in a potential total reserve growth approaching $3.5 million.

These projections assume conservative annual cost increases of ***4% for personnel*** *and* ***3% for materials and services****, while revenue growth is based on an estimated* ***2% annual increase in assessed value to truly stress test our estimates****.*

This surplus allows:

- Apparatus reserve contributions
- SCBA and turnout replacement
- Operating reserve stabilization
- Phased staffing growth

12.5 Homeowner Tax Impact Analysis

Mt. Angel Fire District Property Owners

Current Rate: $1.0146
Proposed Rate: $1.97

Increase: $0.9554 per $1,000 AV

Example: $250,000 Assessed Value

250 x 0.9554 = 238.85

Annual Increase: **$238.85**
Monthly Increase: **~$20**

Monitor Rural Fire Protection District Property Owners

Current Effective Rate: $1.03
Proposed Rate: $1.97

Increase: $0.94 per $1,000 AV

Example: $250,000 AV

250 x .94 = 235.00

Annual Increase: **$235**
Monthly Increase: **~$20**

12.6 Assessed Value vs Real Market Value

Oregon property taxes are calculated on Assessed Value (AV), not Real Market Value (RMV).

Due to Measure 50 limitations:

- AV typically grows at 3% or less annually
- AV is often 45–50% of RMV

This reduces the effective dollar impact compared to what homeowners might assume based on market value.

Example:

If a home has:

- Real Market Value: $500,000
- Assessed Value: $250,000

Tax impact is based only on $250,000.

12.7 Measure 5 Compression Considerations

Oregon Constitution limits total property tax rates:

- $5 per $1,000 AV for education
- $10 per $1,000 AV for general government

Fire districts fall under the $10 category.

Preliminary review indicates:

- Minimal compression exposure expected
- Further county-level verification recommended

If compression exists, it would slightly reduce collected revenue below projected gross totals.

12.8 Sensitivity Analysis

If AV Growth Slows to 1%

Revenue growth reduces modestly but remains above baseline budget.

If AV Growth Increases to 3%

Additional revenue strengthens surplus and capital reserve acceleration.

The model remains sustainable under conservative assumptions.

12.9 Structural Advantage of Permanent Rate

Consolidation eliminates:

- Levy renewal cycles
- Eliminate Future equipment bond and interest
- Election risk for operational funding
- Structural revenue uncertainty

Provides:

- Predictable multi-year budgeting
- Stable capital planning

12.10 Revenue Modeling Conclusion

Under the proposed $1.97 permanent rate:

- The district is financially sustainable
- Staffing expansion is supportable
- Apparatus reserve funding is achievable
- Levy dependency risk is eliminated
- Taxpayer impact remains moderate and predictable

13. FIVE-YEAR FINANCIAL FORECAST

This section integrates projected revenue, operating expenses, staffing costs, and capital reserve contributions into a structured five-year financial model for the proposed Mt. Angel–Monitor Fire District.

The forecast is based on:

- Permanent tax rate: **$1.97 per $1,000 AV**
- Beginning Assessed Value: **$917,283,527**
- AV growth assumption: **2% annually** (conservative)
- Baseline operating budget: **$1,363,564**
- Personnel inflation assumption: **4% annually**
- Materials & services inflation assumption: **3% annually**

13.1 Year-1 Baseline (Formation Year – 2027)

Projected Revenue: $1,807,048.55
Projected Operating Budget: $1,363,564

Year-1 Surplus: $793,484

This surplus is critical for establishing capital reserves and strengthening long-term sustainability.

13.2 Five-Year Revenue vs Expense Projection

Revenue Projection (2% AV Growth)

Year	Projected Revenue
2027	$1,807,048
2028	$1,843,189
2029	$1,880,053
2030	$1,917,654
2031	$1,956,007

Expense Projection (Inflation Adjusted)

Starting baseline: $1,363,564

Year	Projected Expenses
2027	$1,363,564
2028	$1,400,496
2029	$1,438,797
2030	$1,478,518
2031	$1,519,714

(Expenses increase primarily due to personnel cost growth and materials inflation.)

13.3 Projected Annual Surplus

Year	Surplus
2027	$443,485
2028	$442,693
2029	$441,255
2030	$439,135
2031	$436,292

Five-Year Cumulative Surplus: Approximately $2.2–3.9 Million
(Conservative expense growth modeled.)

Even with inflation adjustments, the district remains structurally solvent.

13.4 Surplus Allocation Strategy

The financial strategy prioritizes:

1. Capital apparatus reserve
2. SCBA and turnout replacement reserve
3. Operating reserve stabilization
4. Staffing expansion evaluation

13.5 Operating Reserve Policy

Best practice for rural fire districts recommends maintaining:

20–25% of annual operating budget

Target operating reserve: Approximately $275,000–$350,000 minimum

By Year 3–4, this level is achievable without reducing capital contributions.

13.6 Staffing Expansion Sustainability

Under current modeling:

- Phase 1 staffing (3 daytime firefighters) is fully sustainable.
- Phase 2 expansion to 7-day daytime staffing remains sustainable within projected growth.
- Long-term 4-person engine staffing requires evaluation but is potentially achievable once capital reserves stabilize.

Expansion should occur only after reserve benchmarks are achieved.

13.7 Capital Sustainability Outlook

Over five years, projected capital reserve contributions are expected to total approximately $2.1 million at a minimum, and could reasonably exceed $4.7 million depending on annual budget carryover, capital spending decisions and the extent to which the $300,000 annual capital outlay allocation is utilized.

This level of reserve growth positions the district to:

- Replace three Type 1 engines without bonding
- Purchase a Type 3 engine
- Replace the 1999 apparatus currently approaching the end of its service life
- Fund SCBA replacement cycles
- Maintain stable capital planning and avoid emergency levy measures

13.8 Conclusion

The proposed consolidated district is financially viable, inflation-resistant, and capable of funding both operational improvements and long-term capital needs within five years of formation.

14. TWENTY-YEAR CAPITAL IMPROVEMENT PLAN

This section outlines the long-term capital replacement strategy for apparatus, major equipment, facilities, and infrastructure over a 20-year planning horizon. The purpose is to ensure predictable lifecycle replacement without reliance on future bond measures or emergency levies.

Capital planning is based on:

- Current fleet age and condition
- Industry-standard lifecycle assumptions
- Estimated apparatus cost inflation (6–8% annually historically)
- Projected annual reserve contributions of approximately $400,000

14.1 Capital Planning Philosophy

The consolidated district will adopt a **"reserves-first" capital strategy**, prioritizing:

1. Annual dedicated apparatus reserve contributions
2. Structured equipment replacement cycles
3. Lifecycle-based replacement scheduling
4. Avoidance of debt whenever possible

This model provides long-term fiscal discipline and protects taxpayers from large, unpredictable funding requests.

14.2 Apparatus Lifecycle Assumptions

See, Appendix C.

14.3 SCBA and Turnout Gear Replacement

<u>Turnout Gear</u>

- 10-year replacement cycle
- Estimated cost: $3,500–4,500 per firefighter

For 60 members, full replacement cycle:
Approximately $240,000–300,000 per 10 years

<u>SCBA</u>

- 15-year replacement cycle
- Estimated cost: $8,000–10,000 per pack

Full fleet replacement estimate: $500,000–700,000 depending on configuration

Structured reserve contributions eliminate the need for emergency funding.

14.4 Radio and Communications

Portable and mobile radios must align with county system upgrades.

Estimated lifecycle: 10–15 years

Estimated full fleet replacement exposure: $250,000–400,000

14.5 Debt Avoidance Strategy

The district's financial model is structured to:

- Avoid large bond measures
- Avoid emergency levy requests
- Maintain stable permanent tax rate
- Build equipment lifecycle funding internally

Bonding remains available as a tool but is not projected as necessary under current modeling.

14.6 Fleet Standardization

Consolidation allows:

- Standardized engine specifications
- Reduced parts inventory
- Shared maintenance protocols
- Improved operational consistency

Standardization lowers long-term maintenance costs.

14.7 Facility Capital Planning

No immediate new station construction is planned.

Future considerations (10–20 years):

- Modernization upgrades

- Energy efficiency improvements
- Potential sleeping quarters buildout
- Apparatus bay expansion if fleet grows

Facility projects will be evaluated separately from apparatus replacement.

14.8 Long-Term Capital Sustainability Conclusion

The 20-year capital outlook demonstrates:

- Apparatus replacement exposure is significant but manageable
- Annual reserve contributions provide sufficient funding stability
- Consolidation creates financial scale necessary for predictable lifecycle replacement
- Long-term financial planning avoids abrupt taxpayer impact

15. ALTERNATIVES CONSIDERED

This section evaluates reasonable alternatives to full consolidation and explains why formation of the Mt. Angel–Monitor Fire District is recommended as the most sustainable long-term solution.

The Boards considered multiple structural options before recommending consolidation.

15.1 Alternative 1 – Maintain Status Quo (Separate Districts)

Under this Option:

- Mt. Angel Fire District and Monitor Rural Fire Protection District remain independent
- Each district maintains its own board, tax structure, and capital planning
- Monitor renews its local option levy in 2027

Advantages:

- No structural change
- No new district formation process
- Maintains historic governance boundaries

Disadvantages:

- Continued daytime staffing vulnerability
- Uneven revenue capacity between districts
- Ongoing levy renewal election risk for Monitor
- Duplicate administrative governance
- Fragmented capital planning
- Limited ability to scale staffing

Conclusion:

Maintaining separate districts does not resolve structural staffing and long-term capital challenges.

15.2 Alternative 2 – Levy Renewal Only (Monitor)

Under this Option:

- Monitor renews its $0.50 levy in 2027
- Mt. Angel maintains its current permanent rate
- Informal cooperation continues

Advantages:

- Short-term revenue stability for Monitor
- Avoids consolidation vote

Disadvantages:

- Levy remains temporary and subject to voter renewal
- Does not address unified staffing model
- Does not eliminate governance duplication
- Does not create long-term capital stability
- Staffing improvements remain limited

Conclusion:

Levy renewal partially addresses Monitor revenue but not structural operational challenges.

15.3 Alternative 3 – Contract-for-Service Model

Under this Structure:

- One district contracts with the other for staffing services
- Governance remains separate
- Tax bases remain separate

Advantages:

- Partial operational cooperation
- No full consolidation required

Disadvantages:

- Complex intergovernmental financial arrangements

- Continued dual governance
- Ongoing inequities in tax base
- Long-term capital planning remains fragmented
- Contract renegotiation risk

Conclusion:

Contracting improves cooperation but does not eliminate structural duplication or long-term revenue disparity.

15.4 Alternative 4 – Full Consolidation (Recommended Option)

Under this Structure:

- Formation of a new unified district
- Single permanent tax rate
- Unified governance
- Districtwide staffing deployment
- Integrated capital planning

Advantages:

- Eliminates levy dependency
- Stabilizes long-term funding
- Strengthens staffing reliability
- Enhances capital reserve growth
- Improves administrative efficiency
- Creates scalable service model

Considerations:

- Requires voter approval
- Requires transition planning
- Requires unified policy adoption

Conclusion:

Full consolidation provides the strongest long-term operational and financial stability.

15.5 Comparative Summary

Factor	Status Quo	Levy Renewal	Contract Model	Consolidation
Revenue Stability	Uneven	Temporary	Uneven	Permanent
Staffing Reliability	Limited	Limited	Moderate	Strong
Levy/ Bond Risk	Yes	Yes	Yes	No

Factor	Status Quo	Levy Renewal	Contract Model	Consolidation
Governance Duplication	Yes	Yes	Yes	No
Capital Planning	Fragmented	Fragmented	Fragmented	Unified
Long-Term Sustainability	Moderate Risk	Moderate Risk	Moderate Risk	Strong

15.6 Rationale for Recommendation

The evaluation demonstrates that consolidation:

- Addresses both financial and operational vulnerabilities
- Eliminates reliance on temporary funding mechanisms
- Provides unified governance and accountability
- Strengthens firefighter safety and staffing reliability
- Enhances long-term capital planning capacity

While consolidation requires careful planning and public approval, it represents the most responsible long-term solution for both communities.

16. GOVERNANCE STRUCTURE

This section outlines the proposed governance framework for the Mt. Angel–Monitor Fire District following voter approval and formation. The governance model is designed to ensure transparency, accountability, fiscal responsibility, and long-term stability.

16.1 Legal Organization

The consolidated district will operate as a Rural Fire Protection District under **ORS Chapter 478** and applicable provisions of **ORS Chapter 198**.

The district will function as an independent special district with full authority to:

- Levy property taxes up to the approved permanent rate
- Adopt and manage an annual budget
- Enter into contracts and intergovernmental agreements
- Acquire and manage real property and equipment
- Employ personnel
- Establish district policies and procedures

16.2 Governing Board Composition

The proposed governance structure includes:

- Five-member Board of Directors
- Elected at-large within the consolidated district boundary

- Four-year staggered terms

At-large elections promote unified districtwide representation rather than geographic division.

Initial board member appointments and term staggering will follow statutory formation procedures to ensure continuity of governance.

16.3 Board Responsibilities

The Board of Directors will serve as the policy-making body of the district and will be responsible for:

- Adopting the annual budget
- Setting the annual tax levy (within the permanent rate authority)
- Establishing financial and reserve policies
- Approving capital expenditures
- Hiring, evaluating, and supervising the Fire Chief
- Adopting district policies and standard operating guidelines
- Ensuring compliance with Oregon Public Meetings Law and Ethics statutes

The Board will not engage in day-to-day operational command functions.

16.4 Administrative Oversight

The Fire Chief will serve as the administrative and operational head of the district and will be accountable to the Board of Directors.

Responsibilities of the Fire Chief include:

- Operational command and service delivery
- Personnel supervision
- Budget preparation and financial oversight
- Strategic planning
- Capital improvement planning
- Volunteer program leadership
- Regulatory compliance

Initially, the current half-time Fire Chief position will be retained. Transition to full-time Chief status may occur as operational demands increase.

16.5 Policy and Financial Controls

The consolidated district will adopt formal policies including:

- Reserve policy (operating and capital reserves)
- Procurement policy

- Personnel policy
- Ethics policy
- Capital replacement policy
- Risk management policy

Financial safeguards include:

- Annual independent audit
- Public budget process under ORS 294
- Public meeting transparency
- Internal controls and segregation of duties

16.6 Public Accountability

As a public special district, the consolidated district will remain subject to:

- Oregon Public Meetings Law
- Oregon Public Records Law
- State ethics requirements
- Annual budget hearings
- Voter oversight through elected board positions

Public transparency remains central to district governance.

16.7 Advisory Committees (Optional Consideration)

The Board may establish advisory committees to support:

- Capital planning
- Volunteer recruitment and retention
- Community outreach
- Strategic planning

Such committees serve in advisory capacity only and do not hold policy authority.

16.8 Governance Benefits of Consolidation

Consolidation improves governance by:

- Eliminating duplicated boards
- Reducing administrative redundancy
- Creating a single-policy framework
- Strengthening long-term planning consistency
- Aligning fiscal and operational authority under one structure

Unified governance enhances clarity for residents, employees, and partner agencies.

16.9 Governance Summary

The proposed five-member elected board model provides:

- Stable leadership
- Transparent financial oversight
- Clear administrative accountability
- Unified district representation

17. TRANSITION PLAN

This section outlines the structured process for transitioning from two independent districts to a single consolidated Mt. Angel–Monitor Fire District. The objective of the transition plan is to ensure uninterrupted emergency service delivery, legal compliance, financial continuity, and operational stability.

17.1 Proposed Timeline

Target Ballot Date: November 2026 General Election
Target Formation Date: January 1, 2027

The transition timeline includes the following phases:

<u>Phase 1 – Pre-Ballot (2026)</u>

- Board resolutions supporting feasibility study
- Public outreach and community education
- Legal review of formation pathway
- Boundary confirmation
- Financial validation
- County coordination

<u>Phase 2 – Ballot Approval (November 2026)</u>

- Voter approval of formation and permanent tax rate
- Certification of election results

<u>Phase 3 – Organizational Transition (November–December 2026)</u>

- Formal asset and liability transfer documentation
- Board elections
- Policy harmonization
- Budget adoption for new district
- Banking and accounting system transition

Phase 4 – Operational Launch (January 1, 2027)

- Official formation of Mt. Angel–Monitor Fire District
- Activation of unified tax structure
- Unified administrative and operational structure

17.2 Governance Transition

Upon voter approval:

- The newly formed district becomes the governing entity
- Existing district boards dissolve in accordance with ORS procedures
- Initial governing board assumes policy authority
- Board terms are staggered for continuity

The Mt Angel Fire Chief remains in position to provide operational continuity.

17.3 Asset Transfer

All assets from both districts will transfer to the consolidated district, including:

- Real property (stations and land)
- Apparatus and equipment
- Reserve accounts
- Capital accounts
- Inventory and supplies

A comprehensive asset inventory will be completed prior to effective date.

No asset liquidation is anticipated.

17.4 Liability and Obligation Transfer

All lawful obligations transfer to the consolidated district, including:

- Vendor contracts
- Service agreements
- Insurance policies
- Equipment leases (if applicable)

No known long-term debt obligations have been identified; verification will occur prior to formation.

17.5 Personnel Transition

All current employees and volunteers will transition to the consolidated district without interruption of service.

Transition considerations include:

- Payroll system integration
- Benefits continuation
- PERS reporting
- Workers' compensation coverage
- Volunteer coverage and liability insurance

No layoffs or workforce reductions are anticipated as part of consolidation.

17.6 Financial System Consolidation

Prior to formation:

- Bank accounts will be reconciled
- Budget structures unified
- Chart of accounts standardized
- Reserve accounts established under new district

An independent audit may be conducted during transition year to ensure transparency.

17.7 Policy Harmonization

The consolidated Board will adopt unified:

- Personnel policies
- Standard Operating Guidelines
- Financial policies
- Capital replacement policies
- Safety and compliance policies

Existing policies from both districts will be reviewed and integrated where appropriate.

17.8 Operational Continuity

Emergency response will continue uninterrupted during transition.

Key continuity measures:

- Dispatch configuration remains unchanged
- Apparatus assignments remain operational
- Mutual aid agreements remain in effect
- No change to station locations

The public should experience no disruption in emergency services.

17.9 Communication Strategy

Transition success depends on transparent communication.

Key stakeholders include:

- Residents and taxpayers
- Volunteers and employees
- County officials
- Mutual aid partners
- Insurance and regulatory agencies

Clear messaging will emphasize:

- Service continuity
- Financial stability
- Improved staffing reliability

17.10 Risk Mitigation During Transition

To minimize transition risk:

- Financial reconciliation completed prior to effective date
- Clear delegation of authority during transition period
- Legal counsel review of formation documents
- Defined leadership continuity plan

The transition is administrative in nature and does not require operational restructuring of stations or apparatus.

17.11 Transition Summary

The consolidation transition can be completed:

- Within statutory framework
- Without service interruption
- Without workforce reduction
- Without new facility construction
- Without new debt issuance

With structured planning and clear communication, transition risk is low.

18. FINDINGS AND CONCLUSIONS

This Feasibility Study evaluated the operational, financial, governance, and capital implications of consolidating Mt. Angel Fire District and Monitor Rural Fire Protection

District into a single rural fire protection district to be known as the Mt. Angel–Monitor Fire District.

The analysis included review of service demand, staffing models, financial baselines, apparatus replacement exposure, statutory authority, governance structure, and long-term sustainability projections.

18.1 Operational Findings

1. Daytime staffing reliability represents the most significant operational vulnerability for both districts, as volunteer availability decreases during weekday business hours.
2. Overall call volume remains stable with gradual growth trends, with emergency medical incidents comprising the majority of responses and driving staffing demand.
3. Structural fire incidents, while less frequent than medical calls, require adequate minimum staffing to ensure firefighter safety, effective incident command, and compliance with operational standards.
4. Volunteer participation remains strong and committed, particularly during evenings and weekends; however, predictable weekday coverage gaps create response variability.
5. A unified staffing model enhances system-wide reliability by allowing coordinated deployment of paid daytime personnel across the entire district, while preserving and strengthening the volunteer-based service model.

Consolidation enables districtwide allocation of daytime staffing resources, improving response consistency, EMS coverage, and structural fire suppression capability throughout the service area.

18.2 Financial Findings

1. The combined assessed value of approximately $917 million provides a diversified and stable tax base across urban and rural properties.
2. A permanent tax rate of $1.97 per $1,000 assessed value is projected to generate approximately $1.8 million annually in the first full year of operation (November 2027).
3. Projected annual operating surpluses allow for structured capital reserve growth, reducing reliance on future bonding.
4. The five-year financial forecast demonstrates sustainability under conservative assessed value growth assumptions.
5. The 20-year capital improvement plan indicates that major apparatus replacements can be funded through disciplined annual reserve contributions rather than debt issuance.
6. The City of Mt. Angel contains a significant proportion of tax-exempt property, including institutional and nonprofit holdings. A unified district structure broadens the funding base across the full service area, improving revenue stability

and reducing structural imbalance associated with concentrated tax-exempt valuation.
7. Monitor's expiring local option levy presents a structural funding risk if consolidation does not occur.

Conclusion:

Consolidation stabilizes revenue, reduces levy dependency, diversifies the tax base, and strengthens long-term financial planning across the entire district.

18.3 Capital Planning Findings

1. Multiple apparatus replacements will be required within the next 10–15 years.
2. Engine replacement costs now exceed $1 million per unit.
3. SCBA and turnout gear replacement cycles require structured reserve funding.
4. Independent districts face greater difficulty building sufficient reserves at scale.

A consolidated district provides the financial capacity necessary to sustain long-term capital replacement without abrupt taxpayer impact.

18.4 Governance Findings

1. A unified five-member board provides clear accountability.
2. Consolidation eliminates duplicated governance structures.
3. Administrative oversight becomes streamlined.
4. Policy adoption and capital planning become unified and consistent.

The governance framework is legally authorized and administratively feasible under ORS Chapters 478 and 198.

18.5 Alternatives Evaluation

Alternatives considered—including maintaining separate districts, renewing Monitor's levy, and contract-for-service arrangements—do not resolve:

- Revenue disparity
- Levy dependency risk
- Fragmented capital planning
- Staffing reliability limitations

Full consolidation provides the most comprehensive and sustainable solution.

18.6 Risk Assessment

The proposed consolidation:

- Does not require new facility construction

- Does not require workforce reduction
- Does not create new debt obligations
- Does not disrupt emergency service continuity

Transition risk is administrative and manageable.

18.7 Overall Conclusion

Based on operational analysis, financial modeling, capital planning evaluation, and statutory review, the formation of the Mt. Angel–Monitor Fire District is:

- Operationally justified
- Financially sustainable
- Legally authorized
- Strategically beneficial
- Structurally sound

Consolidation provides a modern, scalable emergency service model capable of protecting life and property for the residents of Mt. Angel, Monitor, and surrounding rural communities into the future.

18.8 Formal Recommendation

It is the recommendation of this Feasibility Study that:

The Boards of Directors of Mt. Angel Fire District and Monitor Rural Fire Protection District proceed with referral to the voters for formation of the Mt. Angel–Monitor Fire District under a permanent tax rate of $1.97 per $1,000 assessed value, with a proposed effective date of January 1, 2027, and begin collecting tax revenue November 2027.

APPENDIX A

Detailed FY2027 Consolidated Budget

Personnel Services – $652,518

Category	Amount
Fire Chief (0.5 FTE)	$52,000
FICA	$30,218
Group Health Insurance	$75,000
Accident & Disability	$11,700
PERS	$79,000
Office Administrator	$60,000
Volunteer Program	$49,050
Workers Comp	$11,500
3 FTE Firefighters	$210,000
Supplemental Labor	$1,050

Materials & Services – $361,046

Includes:

Dispatch – $72,396
Insurance – $55,000
Financial Management – $37,000
Compliance Standards – $28,600
Vehicle Maintenance – $28,000
Fuel – $20,000
Utilities – $20,000
Training – $17,000
Turnouts – $12,000
Technology – $8,500
Plus administrative, supplies, elections, and operational expenses.

Capital & Contingency

Capital Outlay: $300,000
Contingency: $50,000

Total FY2027 Budget

$1,363,564

APPENDIX B

Assessed Value & Revenue Modeling

Base AV FY2027

$917,283,526.77

Permanent Rate: $1.97

Scenario 1 – 2% Growth

Year	AV	Projected Revenue
FY2027	$917,283,527	$1,807,049
FY2028	$935,629,197	$1,843,190
FY2029	$954,341,781	$1,880,053
FY2030	$973,428,617	$1,917,654
FY2031	$992,897,189	$1,956,007

Five-Year Revenue Increase: $148,959

Scenario 2 – 3% Growth

Year	Revenue
FY2027	$1,807,049
FY2031	1,993,970

Five-Year Increase: $186,921

Scenario 3 – 4% Growth

Year	Revenue
FY2027	$1,807,049
FY2031	2,072,540

Five-Year Increase: $265,461

APPENDIX C

Apparatus Inventory & Replacement Planning

Year	Acquired	Unit	Description	Price	Funding Source	Replacement Schedule
2022	2022	C451	Ford Pickup Chief Vehicle	$45,747	OSFM Grant	2042
2020	2020	R464	John Deere Gator	$15,000	Donated	2040
2019	2019	B457	Ford F550 Brush T5	$110,000	Conflag Reimb.	2039
2014	2013	E455	Pierce Engine T1	$490,000	2012 Bond	2033
2014	2013	E465	Pierce Engine T1	$490,000	2012 Bond	2033
2012	2012	SQ463	Chevy Squad	$33,016	Budget Savings	2032
2008	2025	E475	KME Engine T1	$400,000	Donated (Salem FD)	To be phased out by current 1st out fleet
2007	2007	R454	Freightliner Rescue	$170,250	District Budget	To be phased out of service
2006	2020	HB458	Intl. Heavy Brush T4	$300,000	Federal Excess Property	2036-2040
2000	1999	T459	Freightliner Tender	$210,000	1998 Bond	2035 TBD
1999	2017	DC461	Ford Pickup	$9,000	Used - Budget	To be evaluated
1996	1996	R983	Ford Light Rescue	$58,000	Budget Savings	To be evaluated
2010	2010	E985	Pierce Engine T1	$297,000	Serial Levy	2030
2011	2011	E995	Pierce Engine T1	$310,00	Serial Levy	2031 to be evaluated
1986	1986	E986	Western States (Converted to a brush truck)	$118,000	Budget Savings	To be phased out by current 1st out fleet
2019	2019	T998	US Tanker Tender	$290,000	Budget Savings	2045
2023	2023	T989	Us Tanker Tender	$310,000	Budget Savings	2043
2006	2024	B987	Ford F450 T6	$185,000	Donated (Ashland FD)	2036
1992	2010	B997	Chevy 3500 T6	$100,000	Donated (FEPP)	To be evaluated
2008	2024	C981	Chevy Tahoe Chief Vehicle	$10,000	Budget Funds	To be evaluated

2004	2006	SQ994	Ford F250 Squad	$15,000	Budget Savings	To be evaluated

Replacement Timeline (Projected)

2029–2035: Replace 2008/2009 Engines
2035–2040: Replace 2012 Engine
2040+: Tender lifecycle replacements

Estimated 20-Year Apparatus Exposure: $8–10 million (inflation-adjusted)

APPENDIX D

Sensitivity & Risk Analysis

Variable 1 – Slower AV Growth (1%)

Revenue growth reduced ~50% from conservative model.
District remains solvent but capital growth slows.

Variable 2 – Higher Personnel Inflation (6%)

Expense growth increases ~2% annually above model.
Operating surplus narrows but remains positive.

Variable 3 – Major Apparatus Purchase Year

Capital reserve allows significant cash contribution.
Bonding may supplement but not fully required.

APPENDIX E

Legal Authority References

ORS 478 – Rural Fire Protection District formation
ORS 198.780–198.955 – Special District consolidation
ORS 310.060 – Tax rate certification
Oregon Constitution Article XI, Section 11b – Measure 5

APPENDIX F

Reserve Policy Framework (Recommended)

Operating Reserve Target

20–25% of operating budget
Target Range: $275,000–$350,000

Apparatus Reserve Policy

Minimum $300,000 annual contribution

Equipment Reserve

Turnout Gear: 10-year cycle
SCBA: 15-year cycle

Capital Planning Standard

Maintain 5-year projected apparatus replacement funding visibility at all times.

MT. ANGEL
OREGON

City of Mt. Angel

~Inc. April 3, 1893~

5 N Garfield Street • P.O. Box 960 • Mt. Angel, OR 97362
Phone 503-845-9291 • Fax 503-845-6261
www.ci.mt-angel.or.us

CERTIFIED COPY

I, Colby Kemp, City Recorder for the City of Mt. Angel, Marion County, Oregon, do hereby certify that the attached copy of **Resolution No. 1619 A Resolution Authorizing Submission of and Supporting a Petition for Formation of a New Fire District Pursuant to ORS 198.800 for the Formation of Mt. Angel-Monitor Rural Fire Protection District** is a full and true copy of the original document which is currently on file at Mt. Angel City Hall, 5 N. Garfield St, Mt. Angel, Oregon.

Witness my hand this 3rd day of March, 2026.

Colby Kemp
City Recorder
ckemp@mtangel.gov

CITY OF MT. ANGEL
RESOLUTION NO. 1619

A RESOLUTION AUTHORIZING SUBMISSION OF AND SUPPORTING A PETITION FOR FORMATION OF A NEW FIRE DISTRICT PURSUANT TO ORS 198.800 FOR THE FORMATION OF MT. ANGEL-MONITOR RURAL FIRE PROTECTION DISTRICT

WHEREAS, the Mt. Angel and Monitor Fire Districts (the "Existing Districts") have a contractual and coordinated operations system to provide efficient and effective fire protection and emergency services within their respective municipal and rural fire area/district; and

WHEREAS, the Existing Districts desire to consolidate their operations and governing structures by the dissolution of the Existing Districts and the formation of a new fire district to be known as the Mt. Angel-Monitor Rural Fire Protection District ("New District"); and

WHEREAS, the Boards of the Existing Districts intend to initiate a measure for voter approval of dissolution of the Existing Districts conditioned on simultaneous voter approval of the formation of the New District, including the area of the City Mt. Angel; and

WHEREAS, the Existing Districts, upon formation of the New District, intend to convey all Fire District property, vehicles, equipment, supplies, fire department liabilities, and Volunteer payroll funds to the New District; and

WHEREAS, subject to the provisions of ORS 236.605 to 236.640, the Existing Districts intends to transfer employees to the New District; and

WHEREAS, the Petition will be filed in Marion County as the principal county of the New District as defined in ORS 198.705(17); and

WHEREAS, a Petition for Formation must include a certified copy of a resolution of the governing body of the city approving the Petition, pursuant to ORS 198.720(1); and

WHEREAS, after the Petitioners will be required to collect signatures of not less than fifteen percent (15%) of the electors in the proposed New District; and

WHEREAS, the County will certify the signatures, and if sufficient, the Board of Commissioners will provide for an election of the electors of the proposed New District on the question of formation of the proposed district and the adoption of a permanent rate limit for operating taxes for the proposed New District; and

WHEREAS, the attached draft Petition proposes a permanent tax rate for the proposed New District of \$1.97 per \$1,000 of assessed value; and

WHEREAS, the boundary of the proposed New District is described on the Petition attached hereto as Exhibit A; and

WHEREAS, the attached draft Petition has attached the economic feasibility study required by ORS 198.749 indicating the services to be provided, the need for such services, and a proposed first year and third year operating budget, attached hereto as Exhibit B;

NOW, THEREFORE, BE IT RESOLVED:

The City Council, hereby approves the attached Draft Petition for Formation of the Mt. Angel-Monitor Rural Fire Protection District to be filed, with formation contingent on successful gathering of signatures to place the same on the ballot, and the approval of electors.

Corrections of typographical errors or minor changes which do not alter the substance of the Petitioner shall not invalidate this approval.

The City Recorder shall provide a certified copy of this Resolution to be attached to the original Petition for filing with Marion County forthwith.

PASSED BY THE CITY COUNCIL this 2nd day of March 2026, by the following vote:

AYES: 7 **NAYS:** ∅ **ABSTAIN:** ∅ **ABSENT:** ∅

APPROVED BY THE MAYOR this 2nd day of March 2026.

Joseph Pfau, Mayor

ATTESTED BY:

Colby Kemp, Administrative Services Director

Mt. Angel Fire District and Monitor Fire District
Joint Board Meeting
Minutes

Date & Time: 09/16/2025 @ 1800

Called to Order by: President Wiesner at 18:00

Roll Call:

Special Guest: George Dunkel, SDAO

Mt. Angel Fire Board Members:
President, Phil Wiesner
Vice President, Ron Vandeocoevering
Treasurer, Shayne Kleinschmit
Director, Tom Frey
Director, Aaron Bielemeier

Mt. Angel Fire Staff:
Jim Trierweiler, Chief
Kacie Wiesner, Office Admin.
Robert Gendhar, Maintenance FF
Brendan Gendhar, Training Officer

Monitor Fire Board Members:
President, John Vandecoevering
Treasurer, Kirk Metteer
Director, Randy Yoder
Director, Gerhard Greve

Monitor Fire Staff:
William Nightingale, Chief
Paul Iverson, Deputy Chief

Public Comment:
- There was no public comment.

Information Items:
Chief Trierweiler presented the Mt. Angel Fire District and Monitor Fire District board of directors with a PowerPoint reviewing both fire districts.
- Consolidation Update and Timeline
    - The purpose of the joint board meeting is to explore the potential consolidation of Mt. Angel Fire District and Monitor Fire District with the goal of enhancing service delivery, staffing, and long-term sustainability.
    - Chief Trierweiler covered the history of the Mt. Angel Fire District and Monitor Fire District.
    - The current challenges both fire districts are facing are daytime staffing, NFPA 1720, and OSHA Compliance, aging apparatus, financial limitations, inflation that is outpacing impacts of Measure 5 & 50, assessed value vs. real market value, and high percentages of tax-exempt properties.
    - Consolidation Opportunities:
        - Shared resources – Apparatus, facilities, and training.
        - Unified Staffing Model – Expanded pool of volunteers, paid, seasonal, and resident volunteer staff.
        - Financial Strength – Combined tax base supports sustainable operations.

Mt. Angel Fire District and Monitor Fire District
Joint Board Meeting
Minutes

- NFPA 1720 and OSHA
  - The purpose of NFPA 1720 is to establish minimum staffing and response standards for volunteer/combination departments. It applies to rural, suburban, and urban volunteer operations. NFPA 1720 ensures reliable, timely, and effective emergency response for communities.
  - NFPA standards are not federal law, but they are widely recognized as the industry standard of care. If a district disregards 1720:
    - Legal and liability risks- In the event of a firefighter injury or civilian death, failure to follow NFPA standards can be cited in lawsuits as negligence.
    - ISO Ratings – Insurance Services Office may score the district lower, leading to higher insurance premiums for property owners.
    - Grant Eligibility – Many federal and state grant programs reference NFPA standards. Non-compliance may weaken applications.
    - Reputation and Public Trust – Boards and taxpayers may lose confidence if standards aren't addressed.
    - OSHA and State Safety Agencies – While OSHA doesn't mandate NFPA 1720 specifically, they often reference NFPA standards when investigating unsafe practices.
- Measures 5 & 50
  - MAFD permanent rate - $1.0134 per $1,000 AV. MAFD RMV = $1,178,305,493. MAFD assessed value = $515,244,657 (about 43% of RMV). MAFD total tax distribution - $524,869.22
  - MOFD permanent rate - $0.53 per $1,000 AV. MOFD additional levy - $0.50 per $1,000.00 (expires soon). MOFD assessed value = $353,932,056. MOFD total tax for distribution = $365,344.
  - Proposed unified rate - $1.75-$2.00, but this is dependent on what a consolidated budget would require.
  - Outcome – stronger financial base between $1,521,059.25 and $1,738,353.43.
- Financial Projections (20 years)
  - Inflationary pressure increases the cost of apparatus and PPE significantly, generally 5-7% annually.
  - At $1.75-$2.00 per $1,000 AV, the district would keep a stronger pace with current and projected inflation.
  - Without consolidation, the funding gap widens over time.
  - Tax law restrictions (Measure 5 & 50) limit revenue growth despite rising service demands.
- Nationwide decline of volunteer firefighters
  - From 1984 to 2020, we've seen a 25% decline in volunteers.
  - Volunteers still make up approximately 65% of firefighters nationwide.
  - Calls for service have tripled over the last 35 years, creating a higher demand.

  - Reasons for this decline: greater training requirements, time commitments, aging volunteer base, economic pressure, expanded services, burnout, working families, and increased safety and health risks.
- Apparatus and PPE
  - Apparatus costs are soaring; Engines now exceed $1 million; ladder trucks can reach $2 million. The delivery times have stretched from 1 year to now 3-4 years. Inflation of materials, labor shortages, supply chain delays, and manufacturer consolidation are all driving factors of these cost increases.
  - Turnout gear costs have risen 35-40% (2018-2023).
  - SCBA unit costs have increased 32% in the same period.
  - A full PPE set with SCBA now exceeds $16,000 per firefighter.
  - Smaller/rural departments struggle most with outdated gear and insufficient SCBA units.
- Board Discussion Points
  - Governance Model: Single District vs Annexation
  - Naming and Identity of the new district
  - Community engagement and transparency
  - Transition Planning: staffing, assets, debt, and policies
  - Addressing financial challenges from Measures 5 & 50 and tax exemptions

Chief Trierweiler presented the boards with a tax rate comparison chart showing where Mt. Angel and Monitor fire districts fall amongst fire districts in Marion and Clackamas Counties.

- Next Steps
  - Joint work sessions between both boards.
  - Community outreach and education
  - Financial modeling and legal framework
  - Decision timeline: establish a path forward
- Timeline with Committee: George Dunkel, SDAO
  - Legal description of what the district will look like.
  - Engage a public entity attorney to make sure the steps are done correctly.
  - To determine the tax rate, focus on the level of service the community is asking for. What will give the community the best level of service for their dollar?
  - Two resolutions-resolving to present to the County Commissioners. (George Dunkel will send over a template of the resolution)
    - Projected budget and projected rate.
  - The board of directors asked if putting this consolidation on the May ballot is a realistic achievement. George Dunkel answered yes. Chief Trierweiler has reached out to the county clerk, and all documents will be due by February 22nd.

Action Items:

- Ratify Consolidation Workgroup, authorize drafting of resolutions, IGA updates, and ballot preparation.

Mt. Angel Fire District and Monitor Fire District
Joint Board Meeting
Minutes

- President Wiesner presented to the Mt. Angel Fire District Board: "I move that the Board of Directors of Mt. Angel Fire District and Monitor Fire District formally acknowledge and ratify the previously designated representatives from each district as the Joint Consolidation Workgroup. This workgroup is charged with continuing to meet, develop recommendations, and report progress to both boards regarding the consolidation process and authorize drafting of resolutions, IGA updates, and ballot preparation." Director Bielemeier made a motion to approve, Director Frey seconded the motion, the motion passed unanimously.
- President Vandecoevering presented to the Monitor Fire District Board: "I move that the Board of Directors of Mt. Angel Fire District and Monitor Fire District formally acknowledge and ratify the previously designated representatives from each district as the Joint Consolidation Workgroup. This workgroup is charged with continuing to meet, develop recommendations, and report progress to both boards regarding the consolidation process and authorize drafting of resolutions, IGA updates, and ballot preparation." Director Greve made a motion to approve, Treasurer Metteer seconded the motion, the motion passed unanimously.

Adjournment: Meeting adjourned by President Wiesner at 19:13

Adjournment: 19:13

Kacie Wiesner

Recorded By Kacie Wiesner

Phil Wiesner

Board President or Secretary

Mt. Angel Fire District
300 Monroe St. Mt Angel OR. 97362
Board Meeting
Minutes

Date & Time: 08/12/2025 at 19:00

Called to Order by: President Wiesner at 19:00

Roll Call:

Board Members:
President, Phil Wiesner
Treasurer, Shayne Kleinschmit
Director, Ron Vandecoevering
Director, Aaron Bielemeier

Staff:
Jim Trierweiler, Chief
Brice Hauth, Division Chief
Robert Gendhar, Maintenance FF
Brendan Gendhar, Training Officer

The board agenda was amended to move "Swear in Directors" and "Election of Officers" to the beginning of the meeting.

- Aaron Bielemeier was sworn in as a Mt. Angel Fire District board member.
- Shayne Kleinschmit was sworn in as a Mt. Angel Fire District board member.
- Board Elections:
  - Shayne Kleinschmit nominated Phil Wiesner for President; Ron Vandecoevering seconded the nomination; Phil Wiesner accepted the nomination. The nomination passed unanimously.
    Aaron Bielemeier questions term limits per Board policies.
  - Phil Wiesner nominates Ron Vandecoevering for Vice President; Shayne Kleinschmit seconded the nomination; Ron Vandecoevering accepted the nomination. The nomination passed unanimously.
  - Ron Vandecoevering nominates Shayne Kleinschmit for Secretary/Treasurer; Aaron Bielemeier seconded the nomination; Shayne Kleinschmit accepted the nomination. The nomination passed unanimously.

Minutes of Previous Meeting: Vice President Vandecoevering moved to approve the minutes as read, Treasurer Kleinschmit seconded the motion, motion passed unanimously.

Treasurer's Report:
- We have started the 2025-2026 fiscal year. Personnel Services is at 16%, with conflagration reimbursement, we're at 9%. Materials and Services is at 8%, which is right on track. Our total budget is 13%.
- The added conflagration column is nice to separate out those costs. With the conflagration expenses and reimbursement, can we add expected vs received?

Public Comment:
- There was no public comment.

Mt. Angel Fire District
300 Monroe St. Mt Angel OR. 97362
Board Meeting
Minutes

<u>Information Items</u>:

- Building and Site update:
    - The building is coming along. Robert worked with them and confirmed paint colors. They've sent us an updated schedule.
    - Ron gave the okay for the tank and sewer pump.
    - A few of us noticed a couple of things that needed to be fixed; they've taken care of that.
    - We're waiting on quotes for the pavement.
- Mt. Angel Fire/Monitor Fire Consolidation:
    - Board members from both districts have met 3 times discussing their futures and tax base. Monitor currently has a 5-year levy to match the Mt. Angel Fire tax rate. During our meetings, we've come up with three options for our districts: leave things as they are, a merger, or consolidate and form a new district with a new tax rate. The consensus is that consolidating both districts, forming a new district at a new tax rate, makes the most sense. Currently, Mt. Angel Fire at $1.014 generates $522,458.08 in tax revenue, Monitor Fire District generates $358,887.10, for a combined total of $881,345.19 at the current rate.
    - President Wiesner informed the board that the Monitor Fire District Board of Directors has passed a resolution to dissolve and join Mt. Angel Fire District. They also passed a resolution to hire a lawyer to assist with the process.
    - Vice President Vandecoevering made a motion to pursue dissolving and consolidating with Monitor Fire into a new taxing district. Director Bielemeier seconded the motion. The motion passed unanimously.
    - The next steps are to set up a joint board meeting with an SDAO representative to discuss how to move forward and settle on a tax rate both districts are comfortable with.
- Board Members and Fire District Volunteers
    - Mt. Angel Fire District currently has no policy in place about District Volunteers also being board members. With Aaron Bielemier now voted onto the board, we need to be as transparent as possible. A policy would have needed to be in place for 10 months prior for it to be in effect. Our auditor, Kori with Accuity, mentioned this is something that needs to be discussed.
    - President Wiesner- Any time an action involving funds for the volunteer association is brought to a vote or discussion, Aaron Bielemeier would need to excuse himself from the discussion or vote. *Director Bielemeier brings up, according to the board policies, a board member cannot also be a member of the Volunteer association; this would also cover honoraries on the District Board of Directors.*
- OSHA Organizational Statement:

    - When OSHA came out and did the walk-through, they mentioned we need to have an adopted Organizational Statement.
    - If everyone agrees with the statement as it is, we can adopt it at the September meeting.
- Building and Site Fund Continuation:
    - For budgeting purposes, our building and site fund expired last year, and we need to adopt a resolution to continue it. In the continuation resolution, we've expanded it a bit to cover any district building and sites for any future improvements or maintenance.
    - This will be an action item for the September meeting.

Action Items:

- Adopt Mt. Angel Fire District Pay Policy
    - We had several different pay policies, and to make things easier and for more clarity, especially during conflagrations, the policies have been combined into one, which keeps us from having to convert people from employees to volunteers.
    - Director Bielemeier makes a motion to adopt the Mt. Angel Fire District pay policy, Vice President Vandecoevering seconds the motion, the motion passes unanimously.
- Adopt Mt. Angel Fire District Unemployment Policy
    - This policy will give us some leverage when we receive unemployment claims. It doesn't 100% cover us, but it will help.
    - Vice President Vandecoevering makes a motion to adopt the Mt. Angel Fire District unemployment policy, Director Bielemeier seconds the motion, the motion passes unanimously.

Fire District Report:

- Brice is doing a great job at communicating who's available for conflagration and keeping our availability list updated. We can send one up-staffer for an IR and backfill while they're gone.
- I've been working on address stuff with the city. A builder is dividing a lot on Alder St. for two duplexes and an ADU with very narrow access, staying connected with him for fire requirements.
- GEM Equipment has a large water project going in; they're increasing the water line on Industrial.
- One of our ISO testing requirements is how often we test the hydrants, so the up-staffing crews with public works are working on that.
- We're gearing up for Oktoberfest. Robert and a couple of volunteers are working on the IAP.

Mt. Angel Fire District
300 Monroe St. Mt Angel OR. 97362
Board Meeting
Minutes

- The Salem Fire Engine that was donated to us is here. The up-staffing crews have been working hard to get it ready to be put into service.
- We've had a few spendy engine repairs this month, the AC compressor went out, which will be about $2,600, and the coolant sensor in the other Pierce.
- E466 sold on Gov. Deals for $9,000 but is still here. We've been emailing back and forth with the people who purchased it. They want us to store it while they figure out shipping, as it will go to Texas and then to Brazil. We've been in contact with Sabreena at Gov Deals. She's never dealt with anything like this. We are giving the current individuals 30 days to get the truck; after that, we will move to the next highest bidder, who's a local farmer.

General Discussion:

- Treasurer Kleinschmit asks what happens to the district's resolutions when we dissolve and consolidate? Per President Wiesner, there are ORS rules that apply, and some resolutions are priority of the dominating district. Chief resolutions expire with the district; anything monetary would carry over.
- For board members with the consolidation, they have a formula for seating to make sure the Board of Directors is proportionate.
- The volunteer association voted to become 501C4, which will help with the money from the district to the association.
- The next board meeting is scheduled during the Thursday of Oktoberfest, normally we've skipped it or moved it. Director Bielemeier, with the consolidation discussion, it would be best to have the joint meeting sooner rather than later and make sure everyone is on the same page. Treasurer Kleinschmit would like the expert present to assist with a road map of where we need to go for the joint meeting, then we can break into our separate board meetings.
- *Chief Trierweiler to reach out to SDAO and see if they can be here on September 16th at 6:00 pm for the joint board meeting. This meeting will last 1 hour, and then Mt. Angel Fire District will have its regularly scheduled September Board meeting at 7 pm.*

Adjournment: Meeting adjourned by President Wiesner at 20:30

Adjournment: 20:30

Karin Wiesner

Mt. Angel Fire District
300 Monroe St. Mt Angel OR. 97362
Board Meeting
Minutes

Recorded By Kacie Wiesner

Board President or Secretary

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/26/26

Department: Public Works

Title: North Fork Improvements Construction Contract Amendment

Management Update/Work Session Date: 7/21/2026

Audio/Visual aids ☐

Time Required: 10 min **Contact:** Jill Ogden **Phone:** 503-365-3152

Requested Action:

Approve Construction Amendment 1 to Contract PW-7036-26 with North Santiam Paving for the for structural and aesthetic improvements to the North Fork Gateway.

Issue, Description & Background:

The aesthetic elements of the North Fork Improvements Project were reduced during the planning phase due to high estimated construction costs. However, the bid came in below budget, allowing the County to pursue additional structural and aesthetic enhancements to the project. Amendment No. 1 to the construction contract will improve the project by:1) Adding a 2-inch asphalt overlay, in creasing the total pavement thickness to 6 inches. 2) Installing flush curbs on both sides of the loop road to better define and differentiate it from North Fork Road. 3) Applying integral color and a heavy stone texture to all concrete surfaces to visually unify the site with the architectural character of the recreation facilities. 4) Increasing the size of landscape plantings and adding additional plant species to enhance the site's appearance.

Financial Impacts:

This Amendment for $153,914.74 would be $138,107.70 Federally Funded and County Match providing $15,807.04.

Impacts to Department & External Agencies:

No other departments will be affected.

List of attachments:

Contract Change Order 1 PW-7036-26 Amdt. 1

Presenter:

Ryan Crowther, Capital Projects Supervisor

Department Head Signature:

BNicholas Digitally signed by BNicholas
Date: 2026.07.14 15:04:06 -07'00'

Contract Review Sheet

Public Improvement Agreements **PW-7036-26 - Am1**

Title: **North Fork Improvements Project**

Contractor's Name: **North Santiam Paving Co.**

Department: **Public Works Department** Contact: **Traci Clarke**

Analyst: **Kathleen George** Phone #: **503-365-3100**

Term - Date From: **April 6, 2026** Expires: **March 31, 2027**

Original Contract Amount: **$ 560,233.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ 153,914.74** New Contract Total: **$ 714,147.74** Amd% **27%**

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

Source Selection Method: **40-0200 Invitation to Bid - Public Improvement** ITB# **PW1719-25**

Description of Services or Grant Award

Construction of North Fork Road Improvements Project (K23484) to include Landscaping, Electrical, Asphalt Paving, or Temporary Traffic Control.

Amendment No. 1 to the construction contract will improve the project by: Adding a 2-inch asphalt overlay, Installing flush curbs on both sides of the loop road to better define and differentiate it from North Fork Road. Applying heavy stone texture to all concrete surfaces to visually unify the site with the architectural character of the recreation facilities. Increasing the size of landscape plantings. This Amendment for $153,914.74 would be $138,107.70 funded through Congressionally Directed Spending and the County Road Fund providing an $15,807.04 match.

Desired BOC Session Date:	**8/26/2026**	Contract should be in DocuSign by:	**8/5/2026**
Agenda Planning Date	**8/13/2026**	Printed packets due in Finance:	**8/11/2026**
Management Update	**7/21/2026**	BOC upload / Board Session email:	**8/12/2026**

BOC Session Presenter(s) **Ryan Crowther** Code: **Y**

REQUIRED APPROVALS

[signature]	08/05/2026	Janet Wilson Janet Wilson (Aug 5, 2026 11:38:51 PDT)	08/05/2026
Finance - Contracts	Date	Contract Specialist	Date
[signature]	08/05/2026	Jan Fritz Jan Fritz (Aug 5, 2026 13:05:08 PDT)	08/05/2026
Legal Counsel	Date	Chief Administrative Officer	Date

AMENDMENT 1 to PW-7036-26
the CONSTRUCTION CONTRACT
between
MARION COUNTY and NORTH SANTIAM PAVING CO.

This is Amendment No. 1 to the Construction Contract (as amended from time to time, the "Contract"), dated April 06, 2026, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and North Santiam Paving Co., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~): Change order 2026-401-01 attached to this Amendment, is hereby incorporated.

Page 1, Paragraph 2, first sentence: "Contractor, in consideration of the sum of ~~$560,233.00~~ $714,147.74 to be paid to the Contractor by the County…"

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

____
Chair Date

____
Commissioner Date

____
Commissioner Date

Authorized Signature: Brian Nicholas
Brian Nicholas (Aug 5, 2026 12:08:05 PDT) 08/05/2026
Department Director or designee Date

Authorized Signature: Jan Fritz
Jan Fritz (Aug 5, 2026 13:05:08 PDT) 08/05/2026
Chief Administrative Officer Date

Reviewed by Signature: ______________ 08/05/2026
Marion County Legal Counsel Date

Reviewed by Signature: ______________ 08/05/2026
Marion County Contracts & Procurement Date

NORTH SANTIAM PAVING CO. SIGNATURE

Authorized Signature: ____
Date

Title: ______________________

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: NORTH FORK IMPROVEMENTS (GATEWAY)

CONTRACT NO: 2026-401 **CHANGE ORDER NO: 1**

PW-7036-26

CONTRACTOR NAME: North Santiam Paving Co.
ADDRESS:
41203 Kingston-Lyons Drive Southeast
Stayton OR 97383

BILLING ADDRESS:
PO Box 516
Stayton OR 97383

Reason for Change Order: Structural & Aesthetic Improvements

The purpose of this change order is to implement structural and aesthetic improvements to the Project.

1) Increase the loop road asphalt structure by adding an additional 2" ACP course for a total of 6" of asphalt from North Fork Road at the west end 73+02.37 to the North Fork Road tie in at 80+02.65 for an additional estimated 110 tons. Hand work will be required for all three ACP lifts adjacent the 1265' of flush concrete curb as described in 2) below.

Add bid item 0744-0999, ACP Hand Work, 1 Lump Sum $22,484.00

2) Install 1265' of 12" wide flush concrete curb adjacent the loop road per the attached exhibits NFR_Exhibit with Limits of Flush Curb, NFR_Contract Scope _Estimate modified Sheet 2A1. This curb will be color tinted and texture stamped to match other concrete elements of the project as described in 3) below. Compensation includes all materials, labor, and equipment required to complete the work.

Add bid item 9999-0651, 12" Flush Concrete Curb , 1 Lump Sum at $75,940.20.

3) Add split stone textured form board liners to the vertical edge of the raised traffic island curb. Mix color tint into the concrete while the concrete is in the truck and stamp all concrete surfaces; flush curb, traffic island, kiosk and fee station foundations with heavy stone texture.
Concrete color will be Davis Colors – Light Gray or approved equal.
Concrete texture will be Sika Heavy Rough Stone Texture for horizontal stamped surfaces and Sika Cut Stone for vertical form board liner or approved equal.
Contractor will form and pour a 3.5' x 8' test panel for inspection and approval before placing concrete onsite.
No sealer will be applied.

Add bid item, 9999-0652, Concrete Tint and Texture, 1 Lump Sum, $13,042.02

4) Increase the size of plantings and add additional shrubs. Extend the project completion date for planting bid items only until November 30, 2026.

Delete 40 EA, 1040-0110, Conifer Trees, 2FT Height, $1,400.00
Delete 20 EA, 1040-0148, Deciduous Trees, #2 Container $700.00

Add bid item 9999-0653 Landscape Upsize, 1 Lump Sum, $22,323.38 as defined below and in attached Landscaping Sheet Modified (modified plan sheet LA). Shrub locations will be as directed by the Engineer.

Add 40 EA, Conifer Trees, 6FT Height, as listed below
- ***Pinus ponderosa var. bethamniana*, 20 EA**
- ***Pseudotsuga menziesii*, 20 EA**

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS

CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Add 20 EA, Deciduous Trees, *Alnus rubra*, #5 Container

Add 400 Shrubs, #1 Container, as listed below

- ***Mahonia aquifolium* - Tall Oregon Grape - 90 EACH,**
- ***Mahonia nervosa* - Dull Oregon Grape - 100 EACH,**
- ***Symphoricarpus albus* - Snowberry - 100 EACH,**
- ***Ceanothus velutinus* - Snowbrush - 100 EACH,**
- ***Lonicera ciliosa* - Orange Honeysuckle - 10 EACH.**

In support of the preceding change order work add the bid items below:

5) Add bid item, 9999-0654, Additional Mobilization, 1 Lump Sum, $14,830.68
6) Add bid item, 9999-0655, Additional Traffic Control, 1 Lump Sum, $1,041.29
7) Add bid item, 9999-0656, Additional Construction Survey, 1 Lump Sum, $4,648.70

8) A drainage culvert will be installed per plan across North Fork Road. To avoid conflicts with heavy truck traffic from Marion County's nearby slide repair project, North Santiam Paving will install it on a Saturday. Marion County agrees to pay added overtime costs of $ 1,704.47.

Add bid item, 9999-0657, Project Conflict Overtime, 1 Lump Sum, $1,704.47

Contract Document Revisions (Plans/Specs):

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
2026-401-001	0744-0999	ACP HAND WORK	1	LS	$22,484.00	$22,484.00	21
2026-401-001	1040-0110	CONIFER TREES, 2 FT HEIGHT	-40	EACH	$35.00	($1,400.00)	21
2026-401-001	1040-0148	DECIDUOUS TREES, #2 CONTAINER	-20	EACH	$35.00	($700.00)	21
2026-401-001	9999-0651	12" FLUSH CONCRETE CURB	1	LS	$75,940.20	$75,940.20	21
2026-401-001	9999-0652	CONCRETE TINT AND TEXTURE	1	LS	$13,042.02	$13,042.02	21
2026-401-001	9999-0653	LANDSCAPE UPSIZE	1	LS	$22,323.38	$22,323.38	21
2026-401-001	9999-0654	ADDITIONAL MOBILIZATION	1	LS	$14,830.68	$14,830.68	21

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

2026-401-001	9999-0655	ADDITIONAL TRAFFIC CONTROL	1	LS	$1,041.29	$1,041.29	21
2026-401-001	9999-0656	ADDITIONAL CONSTRUCTION SURVEY	1	LS	$4,648.70	$4,648.70	21
2026-401-001	9999-0657	PROJECT CONFLICT OVERTIME	1	LS	$1,704.47	$1,704.47	21

Estimated Net Cost Effect of the Agreement on the Contract: $153,914.74

Reason Codes

21	Changes performed to meet or improve original quality and intent of project.

Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additionall compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

[1#first_last#0] Date: [1#obtained#1]

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

[2#first_last#2]

Marion County Project Manager
Date: [2#obtained#3]

[3#first_last#4]

Marion County Capital Projects Manager
Date: [3#obtained#5]

[4#first_last#6] Date: [4#obtained#7]

Marion County Engineer

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/26/26

Department: Public Works

Title: PW7024-26 Amendment 1 North Fork Slide Stabilization - Slide 2 on North Fork Rd. SE

Management Update/Work Session Date: 7/21/26 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Ryan Crowther **Phone:** 503-365-3112

Requested Action:

Approve Amendment 1 to the Construction Contract in the amount of $109,285.61 for slope failure repair via change order CCO-01.

Issue, Description & Background:

The current issue is to approve Amendment 1 to contract PW-7024-26 (2026-403) with K&E Excavating Inc. for the repair of slide 2 on North Fork Road SE. The temporary excavation slope beneath the emergency access lane collapsed overnight, rendering it unsafe and inaccessible for use. K&E took immediate action and expeditiously repaired the failure over the course of two days and had the lane back in service later the same week.

Amendment 1 increases the contract by $109,285.61 through change order #1 to add bid item, 9999-0658 Slope Repair with no change to contract time. This action increases the total contract amount to $7,366,352.61.

Financial Impacts:

The total estimated cost of this amendment is $109,285.61 of which $98,061.98 (89.73%) is to be paid with federal funds and $11,223.63 (10.27%) is to be paid with County Road Funds.

Impacts to Department & External Agencies:

There are no impacts to other Departments, but this project does benefit the public at large as well as the Sheriff's Office and other emergency services in the area.

List of attachments: Amendment 1, CCO-2026-403-01, supporting documentation

Presenter: Ryan Crowther

Department Head Signature: BNicholas

Digitally signed by BNicholas
Date: 2026.07.14 15:11:22 -07'00'

Contract Review Sheet

Public Improvement Agreements **PW-7024-26 - Am1**

Title: **North Fork Slide Stabilization - Slide 2 on North Fork Road SE**

Contractor's Name: **K & E Excavating, Inc.**

Department: **Public Works Department** Contact: **Traci Clarke**

Analyst: **Kathleen George** Phone #: **503-365-3100**

Term - Date From: **Execution** Expires: **April 30, 2027**

Original Contract Amount: **$ 7,257,067.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ 109,285.61** New Contract Total: **$ 7,366,352.61** Amd% **2%**

Outgoing Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **40-0200 Invitation to Bid - Public Improvement** ITB# **PW1755-26**

Description of Services or Grant Award

North Fork Slide Stabilization to repair Slide 2 on North Fork Road SE.

Amendment 1 Increases the contract by $109,285.61 through Amendment 1from contractor change order #1 to add bid item, 9999-0658 Slope Repair with no change to contract time. This action increases the total contract amount NTE $7,366,352.61.

Desired BOC Session Date: **8/26/2026** Contract should be in DocuSign by: **8/5/2026**

Agenda Planning Date **8/13/2026** Printed packets due in Finance: **8/11/2026**

Management Update **8/11/2026** BOC upload / Board Session email: **8/12/2026**

BOC Session Presenter(s) **Ryan Crowther** Code: **Y**

REQUIRED APPROVALS

[signature]	08/04/2026	[signature] Traci Clarke (Aug 4, 2026 14:31:12 PDT)	08/04/2026
Finance - Contracts	Date	Contract Specialist	Date
[signature]	08/05/2026	Jan Fritz Jan Fritz (Aug 5, 2026 13:09:23 PDT)	08/05/2026
Legal Counsel	Date	Chief Administrative Officer	Date

AMENDMENT 1 to PW-7024-26
the CONSTRUCTION CONTRACT
between
MARION COUNTY and K&E EXCAVATING INC.

This Amendment No. 1 to the Construction Contract (as amended from time to time, the "Contract"), dated March 11, 2026, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and K&E Excavating Inc. hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~): Change order 2026-403-01 attached to this Amendment, is hereby incorporated.

Page 1, Paragraph 2, first sentence : "Contractor, in consideration of the sum of ~~$7,257,067.00~~ $7,366,352.61 to be paid to the Contractor by the County…"

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

____
Chair Date

____
Commissioner Date

____
Commissioner Date

Authorized Signature: Brian Nicholas 08/04/2026
Brian Nicholas (Aug 4, 2026 15:28:27 PDT)
Department Director or designee Date

Authorized Signature: Jan Fritz 08/05/2026
Jan Fritz (Aug 5, 2026 13:09:23 PDT)
Chief Administrative Officer Date

Reviewed by Signature: 08/05/2026
Marion County Legal Counsel Date

Reviewed by Signature: 08/04/2026
Marion County Contracts & Procurement Date

K&E EXCAVATING INC. SIGNATURE

Authorized Signature: ____
Date

Title: ______________________________

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: NORTH FORK RD SLIDE 2 REPAIR

CONTRACT NO: 2026-403

CHANGE ORDER NO: 1

PW-7024-26

CONTRACTOR NAME: K & E Excavating, Inc.

ADDRESS:

3871 Langley Street Southeast

Salem OR 97317

BILLING ADDRESS:

Reason for Change Order: Slope Failure

The purpose of this change order is to address an unforeseen slope failure that occurred from station 28+25 to 29+50 causing the emergency access road to be closed. This location is within the footprint of the existing streambed channel. During the slope excavation efforts, it was discovered the existing embankment was saturated (approximately 12 feet below the channel bottom) and was not stable. After the slope was cut and exposed for a couple of days, the embankment began to crack, slump and ultimately failed closing the road. The Contractor was directed to excavate and repair the failure to reopen the road.

Contractor records are included.

Contract Document Revisions (Plans/Specs): Add item for slope repair

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
1	9999-0658	SLOPE REPAIR	1	LS	$109,285.61	$109,285.61	21

Estimated Net Cost Effect of the Agreement on the Contract: $109,285.61

Reason Codes

21	Changes performed to meet or improve original quality and intent of project.

Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS

CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additionall compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

[1#first_last#0] Date: [1#obtained#1]

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

[2#first_last#2]

Marion County Project Manager
Date: [2#obtained#3]

[3#first_last#4]

Marion County Capital Projects Manager
Date: [3#obtained#5]

[4#first_last#6] Date: [4#obtained#7]

Marion County Engineer

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 26th, 2026

Department: Public Works

Title: Public Hearing for Zone Change/Comprehensive Plan Change 25-004/Jubitz Corporation

Management Update/Work Session Date: N/A

Audio/Visual aids ☐

Time Required: 15 min

Contact: Austin Barnes

Phone: 503-566-4174

Requested Action:

Staff recommends the application be approved. Other options for consideration are:
1. Continue the public hearing.
2. Close the public hearing and leave the record open, to deliberate at a later date.
3. Close the public hearing and approve, or modify the request.
4. Remand the matter back to the Hearings Officer.

Issue, Description & Background:

Jubitz Corporation submitted an application to change the zone from EFU (Exclusive Farm Use) to to ID (Interchange District) zone and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to Statewide Planning Goal 3 (Agricultural Lands) on a 3.12 acre parcel located in the 12000 block of Ehlen Rd NE, Aurora.
The Marion County Hearings Officer held a duly noticed hearing on the application on March 19, 2026. On April 22, 2026, the Hearings Officer issued a recommendation to approve Zone Change/Comprehensive Plan Change 25-004/Jubitz Corporation. As a part of the land use process, the Marion County Board of Commissioners must hold a public hearing on the matter and issue a decision.

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments:

Hearings Officer Reccomendation

Presenter:

Austin Barnes

Department Head Signature:

for Brandon Reich

BEFORE THE MARION COUNTY HEARINGS OFFICER

In the Matter of the Application of	)	Case No. 25-004
	)	**ZONE CHANGE AND COMPREHENSIVE**
JUBITZ CORPORATION	)	**PLAN CHANGE** *(Corrected [1])*

RECOMMENDATION

I. Nature of the Application

This matter is before the Marion County Hearings Officer on the Application the Jubitz Corporation for a zone change and comprehensive plan change to change the zone from EFU (Exclusive Farm Use) to ID (Interchange District) zone and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to Statewide Planning Goal 3 (Agricultural Lands) on a 3.12 acre parcel located in the 12000 block of Ehlen Rd NE, Aurora.

II. Relevant Criteria

The standards and criteria relevant to this Application are found in the Marion County Comprehensive Plan (Rural Development Policies, Rural Service Centers, Agricultural Lands Policy), and the Marion County Code (MCC) Title 17, especially MCC 17.123 (Zone Change), MCC 17.136 (Exclusive Farm Use), and MCC 17.150 (Interchange District Zone). Policies relevant to this Application are also found in the State of Oregon Statewide Planning Goals (particularly Goal 3), and Oregon Administrative Rules 660, Division 4 (Goal Exception Process).

III. Public Hearing

A public hearing was held on this matter on March 19, 2026. The Planning Division file was made part of the record. The following persons appeared and provided testimony on the Application:

1.	Austin Barnes	Marion County Planning Division
2.	Britany Randall (BRAND Land Use)	Representative for Applicant

No documents were presented, marked, or entered into the record as exhibits. No objections were raised as to notice, jurisdiction, conflicts of interest, or to evidence or testimony presented at the hearing.

[1] This is a corrected version of ZC CP 25-004 originally issued on April 14, 2026. All prior versions of this Recommendation are void.

IV. Executive Summary

The matter before the hearings officer is the application of Jubitz Corporation for a zone change and comprehensive plan change to change the zone from EFU (Exclusive Farm Use) to ID (Interchange District) zone and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to Statewide Planning Goal 3 (Agricultural Lands) on a 3.12 acre parcel located in the 12000 block of Ehlen Rd NE, Aurora, Oregon.

Applicant submitted the application based upon the site's physical configuration that has been permanently altered by public transportation infrastructure which has created a remnant parcel that is no longer capable of functioning as agricultural land. The parcel was created through an approved Property Line Adjustment to accommodate the Oregon Department of Transportation's planned realignment of Dolores Way NE as part of the Aurora Donald Interchange improvement project. The parcel is bounded and impacted by permanent roadway infrastructure associated with the interchange, and is encumbered by a communication tower, associated easements, and an ODOT drainage easement. As a result of the public infrastructure project and the approved boundary adjustment, the subject property is now physically and functionally separated from surrounding agricultural land. Access to the parcel is provided by a driveway designed for limited non-farm access and does not accommodate agricultural equipment.

Applicant has established that the parcel is irrevocably committed to nonfarm uses, and Applicant has met the burden of proving the applicable standards and criteria for approval to change the zone from EFU (Exclusive Farm Use) to C (Commercial) and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to statewide planning Goal 3 (Agricultural Land).

Therefore, the Hearing Officer recommends that the Marion County Board of Commissioners GRANT the Application subject to certain conditions that are necessary for public health, safety, and welfare.

V. Findings of Fact

The Hearings Officer, after careful consideration of the testimony and evidence in the record, issues the following finding of fact:

1. Application of Jubitz Corporation for a zone change and comprehensive plan change to change the zone from EFU (Exclusive Farm Use) to ID (Interchange District) zone and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to Statewide Planning Goal 3 (Agricultural Lands) on a 3.12 acre parcel located in the 12000 block of Ehlen Rd NE, Aurora (T4S; Range 1W; Section 10; Tax lot 1700).

2. The property is located on the southern side of Ehlen Rd NE, directly east of its intersection with Interstate 5. The property is currently vacant other than a telecommunications tower. The property was created in its current configuration through PLA 24-003 and is therefore considered legal for land use purposes.

3. Properties in all directions except west are zoned EFU and are in various levels of farm production. The area is characterized by filbert orchards and grass seed/hay fields. To west is the Fargo Interchange, which is a collection of parcels zoned ID and developed with various highway related uses, such as restaurants, gas stations and mechanic businesses.

4. Marion County Planning Division requested comments on the proposal from various governmental agencies. The following comments were received:

   Oregon Department of Transportation (ODOT) commented:

   "The foregoing (application) assumes that no more than 14 pumping stations would ultimately be developed, or mitigation may be required in association with the land-use action. Transportation impacts of the proposed land-use action proximate to the I-5 Interchange (Aurora-Donald Interchange), and operations of its on/off ramps, would be the main concern (recognizing Alternative Mobility Targets in the IAMP). Our staff would be happy to review any quantitative analysis you could provide related to trip-generation potential of the proposed land-use action.

   There is no need for any additional reports on the comp-plan/zone-change, though depending on the scale of *any future site-plans – a TIA may be needed* if the proposed site will either increase peak hour trips by 50, daily trips by 300, or result in an increase of total-entering-vehicles (TEV) in excess of10% at any access point onto a state highway.

   At the comp-plan/zone-change phase, I compare most-intensive use allowed under current and proposed comp-plan/zoning. Based on my planning-level assessment of best uses under your ID-zoning, it appeared a most intensive-use scenario *might be* a gas and market station, with approximately 14 pumping stations. It is my opinion that anything larger than that may generate enough new trips to surpass thresholds for trips-generated, then requiring mitigation at the comp-plan/zone-change phase.

   Applicant is welcome to provide their own trip-generation estimates, though I do not think it is necessary at this phase *if* the above "most intensive" scenario sounds reasonable."

Marion County Building Department commented:

"No Building Inspection concerns. Permit(s) are required to be obtained prior to development and/or utilities installation on private property."

Marion County Septic commented:

"A site evaluation was conducted in 2024 to establish septic viability for an automotive shop with 15 employees. Any change in proposed gallons per day will require that the system be stake out to verify an initial and repair area fits within the approved area from SE 555-25-001446-EVAL. If the proposed daily flow exceeds 2500 gallons per day, a WPCF permit and additional test pits may be required by the DEQ. This will not be required at this time for the zone change but will be required prior to development."

All other contacted agencies contacted either failed to respond or stated no objection to the proposal.

V. Additional Findings of Fact and Conclusion of Law

1. This is a recommendation to the Marion County Board of Commissioners (BOC). The BOC is the final decision-making authority.

2. Applicant has the burden of proving compliance with all applicable criteria as explained in *Riley Hill General Contractor, Inc. v. Tandy Corporation*, 303 Or 390, 394-395(1987).

   "Preponderance of the evidence" means the greater weight of evidence. It is such evidence that when weighed with that opposed to it, has more convincing force and is more probably true and accurate. If, upon any question in the case, the evidence appears to be equally balanced, or if you cannot say upon which side it weighs heavier, you must resolve that question against the party upon whom the burden of proof rests. (Citation omitted). Applicant must prove, by substantial evidence in the record, it is more likely than not that each criterion is met. If the evidence for any criterion is equal or less, Applicant has not met its burden and the application must be denied. If the evidence for every criterion is even slightly in Applicant's favor, the burden of proof is met and the application is approved.

3. MCC 17.123.020 provides that a quasi-judicial zone change may be initiated by a property owner consistent with the application requirements of MCC 17.119.020 and 17.119.025.

   The proposed zone change has been initiated by the legal property owner. The application includes the required ownership information, completed application materials, and written findings addressing the applicable approval criteria. The request has been properly initiated and is before the County for review through the quasi-judicial process.

GOAL EXCEPTION

4. Land use applications of this nature must be consistent with Statewide Planning Goals. In this specific case, the subject parcel is covered by Statewide Goal 3 (Agriculture Lands). There is a mechanism, however, for not applying the Goal to areas with certain characteristics. This mechanism is the Goal exception process that requires specific findings justifying why such lands are not available for resource use. There are three types of exceptions to Statewide Goals that may be granted. The first two are based on the concept that the subject property is "physically developed" or "irrevocably committed" to a certain use. The third is a "reasons" exception where there is a demonstrated need for the proposed use or activity. In this case, Applicant states that the proposal qualifies for an irrevocably committed exception.

STATEWIDE PLANNING GOALS

5. Proposals to amend the comprehensive plan must be consistent with the Statewide Planning Goals:

   Goal 1: Citizen Involvement. The notice and hearings process provides an opportunity for citizen involvement. The goal is satisfied.

   Goal 2: Land use Planning. The subject application would change the zoning. The Hearings Officer makes a recommendation to the Marion County Board of Commissioners who will make the decision on behalf of the County. Marion County Planning division requested comments from various governmental agencies, and their comments are included. The goal is satisfied.

   Goal 3: Agricultural Lands. Applicant seeks an exception, which is addressed in detail herein.

   Goal 4: Forest Lands. The subject property has not been determined to be forest land. This goal does not apply.

   Goal 5: Open Spaces, Scenic and Historic Areas and Natural Resources. The Marion County Comprehensive Plan does not identify any significant open spaces, scenic and historic areas and natural resources on the subject property.

   Goal 6: Air, Water and Land Resources Quality. The subject property is not within an identified air quality area. The property is not located in the Sensitive Groundwater Overlay Zone. No activities have been proposed on the property that would use significant amounts of groundwater. Any single commercial use of water using less than 5,000 gallons per day is exempt from water right permitting requirements of the Oregon Department of Water Resources, as long as the water is used for a "beneficial purpose without waste" and may be subject to regulation in times of water shortage.

Goal 7: Areas Subject to Natural Disasters and Hazards. The subject property is not within an identified floodplain or geologic hazards area. This goal is not applicable.

Goal 8: Recreation Needs. No Goal 8 resources are identified on the property. This goal does not apply.

Goal 9: Economic Development. Because the proposal is a rural commercial designation supported by a Goal 3 exception and does not involve urbanization or expansion of urban services, it is consistent with Goal 9.

Goal 10: Housing. This goal applies to housing within an urban growth boundary and, thus, does not apply to this proposal.

Goal 11: Public Facilities and Services. The subject parcels do not require an extension of services with a C (Commercial) zone use, this goal is satisfied.

Goal 12: Transportation. If the zone is changed to Commercial, the existing development will not have a significant impact on the roadway system in this area because of the minimal number of trips associated with the existing uses and the adequacy of the roadway to accommodate the probable level of additional traffic. ODOT did not identify any concerns with the proposal.

Goal 13: Energy Conservation. There is no indication of energy use increase or decrease based on the proposed zone change and comprehensive plan change. This goal does not apply.

Goal 14: Urbanization. Applicant proposes to rezone rural residential land to Commercial outside of the urban growth boundary. The Commercial (C) zone as applied here is a rural commercial designation acknowledged as consistent with Goal 14. The proposal does not extend urban services or create urban densities. Therefore, no Goal 14 exception is required.

Goals 15-19 are not applicable because the subject property is not within the Willamette River Greenway, or near any ocean or coastal-related resources.

COMPREHENSIVE PLAN AMENDMENT

6. All Comprehensive Plan changes are subject to review by the State Department of Land Conservation and Development (DLCD). DLCD was notified as required by State Law and did not provide additional comments or express concerns.

7. The Marion County Comprehensive Plan (MCCP) establishes procedures to be used when considering plan amendments. Plan changes directly involving 5 or fewer property owners will be considered a quasi-judicial amendment. The amendment will be reviewed by the zone change procedures established in MCC 17.123. A plan amendment of this type may be processed simultaneously with a zone change request with the zone change procedure

outlined in Chapter 17.123 of the MCRZO. The subject property is comprised of one tax lot with one owner, all having an existing use, the proposal can therefore be considered under the quasi-judicial amendment process.

8. The MCCP does not contain specific review criteria for plan amendments; however, any amendment must be consistent with its applicable goals and policies. The goals and policies that apply in this case are located in the Rural Development Chapter and include policies for areas designated Commercial, the Rural Service Policies, Rural Service Center Development Policies and the Agricultural Lands Policies which are located in the Agricultural Lands section of the comprehensive plan.

9. Rural Service Policies:

A. "Strip-type" commercial or residential development along roads in rural areas shall be discouraged.

B. Rural industrial, commercial, and public uses should be limited primarily to those activities that are best suited to a rural location and are compatible with existing rural developments and agricultural goals and policies.

No strip-type development is proposed. The majority of the parcels in the area are currently developed with commercial uses or farm uses and any additional development would not be expected to have any additional impact on surrounding agricultural and rural residential lands. This zone change would extend the ID zoning to the extent possible allowed by vacant lands in the area, this would make the land more compatible with existing uses as there is already ID zoning to the west. The area already sees commercial traffic on Interstate 5 along with the commercial farm businesses in the area. The applicant did not show any proposed development on the site plan but indicated that the proposal will expand an existing interchange district node rather than create a "strip type" development. This proposal would be compatible with existing uses in the area. The policy is met.

10. Rural Service Center Development Policies:

1. Where there is a demonstrated need for additional commercial uses in rural Marion County they should be located in designated unincorporated communities.

The subject property is not located within an unincorporated community, but much of those lands are already developed and do not have vacant parcels for development. Applicant acknowledges this policy and notes that the proposed Comprehensive Plan Amendment and Zone Change are not based on demonstrating a need for additional commercial uses in rural Marion County generally, nor on locating new rural commercial development in an unincorporated community.

Instead, the subject property is a small remnant parcel that is irrevocably committed to non-resource use as a result of permanent public transportation improvements and associated site constraints. The parcel was created as a consequence of the Oregon Department of Transportation's I-5 interchange improvements and is physically and functionally defined by interchange infrastructure, roadway access, and surrounding non-resource development. These conditions distinguish the site from typical rural lands where Policy 1 is intended to direct the siting of new commercial uses based on demonstrated need.

The proposed redesignation does not establish a new rural commercial area or encourage dispersed commercial development in rural Marion County. Rather, it recognizes the existing condition of a parcel that has already been removed from the agricultural land base and is functionally integrated into an interchange environment. The proposal is consistent with this policy.

> *2. The boundaries of identified unincorporated communities shall not be expanded to accommodate additional development.*

The subject property is a remnant parcel and no boundaries are being expanded. This policy does not apply.

> *3. Service districts within unincorporated communities may be created and expanded to serve the entire designated rural community; however, services shall not be extended outside of the community unless necessary to correct a health hazard.*

The subject property is not located within an identified unincorporated communit. It is within a rural service area. No boundaries are being expanded and the proposal does not seek to extend of water, sewer or other service infrastructure. This policy does not apply.

> *4. Public facilities in rural communities and rural service centers should be designed to service low density rural development and not encourage urbanization.*

This proposal is not within a rural community and is just outside of a rural service center and does not encourage urbanization. The parcel will continue to rely on on-site water and wastewater systems. Transportation access is provided by existing and planned roadway infrastructure associated with the I-5 interchange. The policy is met.

5. Additional residential development should be discouraged within Interchange District zones at rural service centers. Only rural service businesses and related uses should be located at these centers.

This proposal does not involve residential development. The goal does not apply.

6. Zoning ordinance provisions shall ensure that new uses permitted in unincorporated communities will not adversely affect agricultural and forestry uses.

The use is not within an unincorporated community and will not adversely affect farm or forest lands. The policy is met.

7. Multifamily zoning shall not be permitted in rural communities or rural service centers.

No multi-family zoning is proposed. The policy is met.

8. The Fargo Road, Brooks, Sunnyside-Delaney, North Jefferson, Ankeny and Talbot interchanges along I-5 and the Santiam interchange on Highway 22 are appropriate locations for highway-related services. Other types of commercial or industrial uses shall not be permitted at these locations.

This proposal is directly adjacent to the Fargo Interchange and complies with this policy.

9. Expansion of Interchange District zoning at any particular interchange shall only be considered when:

(a) Adequate services to support freeway-related uses are available;

Applicants state their use can be served by well and septic which have already been reviewed and approved. The policy is met.

(b) All designated lands at the interchange are committed to development, or vacant designated lands are unsuitable for the proposed use; or

(c) The zoning is needed to allow expansion of an existing use allowed in the Interchange District zone, and it is not economically practical to expand the use on noncontiguous lands designated for interchange development at the same interchange.

All lands in the Fargo Interchange are already developed with highway uses and this is the only practical property to further develop with those uses. The policy is met.

11. Agricultural Lands Policies:

1. Preserve lands designated as Primary Agriculture by zoning them EFU (Exclusive Farm Use). Lands designated as Special Agriculture should be protected by the corresponding SA zone and farmland in the Farm/Timber designation should be protected by the Farm/Timber zone.

While the property is currently zoned EFU, it is not able to be preserved as farmland due to the existing development of roadways and an intermittent stream that runs through the western edge of the property and also creates a gully. A new road was constructed that essentially orphaned the subject property away from the larger farm parcel. Before the road was built, only 1.77 acres of the subject property was in farm production. The loss of 1.77 acres is not significant enough to not meet this goal. The property is better used in commercial development rather than being left vacant. Agricultural Lands Policy 1 has been met.

2. Maintain primary agricultural lands in the largest areas with large tract to encourage larger scale commercial agricultural production.

The property is a small, remnant parcel of a larger, 135.23-acre farm parcel. The parcel is physically separated from surrounding agricultural land by permanent roadway infrastructure, and is burdened by drainage facilities, utility easements, and site configuration. These conditions prevent the parcel from being incorporated into a larger tract suitable for commercial agricultural production. The rest of that parcel is being preserved as agricultural land and meets this policy. The proposal is consistent with Agricultural Lands Policy 2.

3. Discourage development of non-farm uses on high-value farmland and ensure that if such uses are allowed that they do not cause adverse impacts on farm uses.

The future non-farm uses of the parcel should not have any adverse impact on the adjacent farmlands as they are all divided by rights-of-way and long existing development patterns and access points. This area has many commercial uses that have existed in conjunction with farm uses in the area and this zone change will not create any new adverse impacts. As stated, the parcel is a small remnant created by public transportation improvements. The parcel does not and cannot function as high-value farmland. Agricultural Lands Policy 3 is satisfied.

4. Limit residential uses on high-value lands to those dwellings where past income from the sale of farm products demonstrate that the dwelling will be in conjunction with the farm use. Non-farm dwellings should be limited to existing parcels where the dwelling will be compatible with the surrounding farm area. The approval of non-farm residences shall be based upon findings that the proposed dwelling meets the applicable criteria in OAR 660-033. Approval of a dwelling in the Farm/Timber designation shall be based on the applicable criteria in OAR 660-033 or 660-006.

No dwellings or residential development are proposed in this application. This policy does not apply.

5. Divisions of agricultural lands shall be reviewed by the County and comply with the applicable minimum parcel size and the criteria for the intended use of the property.

The parcel was created through a Property Line Adjustment, PLA 24-003. Applicant does not propose any divisions of agricultural lands. The goal does not apply.

6. Farmland should be taxed at agricultural use value.

The land is being changed to ID zoning, the goal does not apply.

7. Additional housing allowed on farmlands shall be necessary for farm management purposes. These dwellings should be manufactured homes so they can be removed when not needed, or be occupied by a relative of the farm operator and sited on the same parcel as the principal dwelling. A deed restriction shall be recorded requiring removal of the dwelling when the occupancy or use no longer complies with the criteria or standards under which the dwelling was originally approved.

No dwellings are proposed in this application. This goal does not apply.

8. The location of new dwellings must comply with density limitations intended to protect major and peripheral big game habitat.

No dwellings are proposed in this application. This goal does not apply.

9. When creation of a non-farm parcel is warranted, the size of the parcel shall be as small as possible to preserve the maximum amount of farmland in the farm parcel. Requirements may need to be imposed when non-farm parcels are allowed in farm use areas to minimize the potential for conflicts with accepted farm management practices on nearby land. These may include special setbacks, deed restrictions and vegetative screening.

The subject property represents the minimum parcel area that could reasonably remain after accommodating the permanent public transportation infrastructure and associated constraints. This parcel was created as small as possible when it was involved in a property line adjustment (PLA 24-003) that created its configuration. The goal is met.

12. OAR 660-004-0018 (2) requires that "physically developed" and "irrevocably committed" exceptions to goals, plan, and zone designations shall authorize a single numeric minimum lot size and shall limit uses, density, and public facilities and services to those:

A. That are the same as the existing land uses on the exception site;

B. That meet the following requirements:

i. The rural uses, density, and public facilities and services will maintain the land as "Rural Land" as defined by the goals and are consistent with all other applicable Goal requirements; and

ii. The rural uses, density, and public facilities and services will not commit adjacent or nearby resource uses to nonresource use as defined in OAR 660-004-0028; and

iii. The rural uses, density, and public facilities and services are compatible with adjacent or nearby resource uses;

C. For which the uses, density, and public facilities and services are consistent with OAR 660-022-0030, 'Planning and Zoning of Unincorporated Communities', if applicable, or

D. That are industrial development uses, and accessory uses subordinate to the industrial development, in buildings of any size and type, provided the exception area was planned and zoned for industrial use on January 1, 2004, subject to the territorial limits and other requirements of ORS 197.713 and 197.714.

The parcel is not within an unincorporated community and is not in industrial use, C and D do not apply. Marion County has adopted a rural Interchange District zone and rural

Comprehensive Plan designation which has been acknowledged as complying with Goal 14, Urbanization. The zone ensures that rural uses will not exceed density limitations on rural land and will not commit rural uses to requiring an urban level of public facilities. The commercial uses which would be allowed under the county's ID zone would be able to be supported on solely a rural level of public services, including rural septic service, and would be similar to the types of uses found in the surrounding land to the west and at other interchanges in the County, which are zoned ID. The property cannot be farmed in conjunction with any other parcels in the area. No urban public services will be needed to serve the site. The parcels in the area already consist of properties in commercial or highway use. Based on the evidence and findings provided by the applicant and summarized here, the proposal appears to meet the criteria for a goal three exception.

13. OAR 660-004-028 specifies that a local government may adopt an exception to a goal when the land subject to the exception is irrevocably committed to uses not allowed by the applicable goal because existing adjacent uses and other relevant factors make the uses allowed by the applicable goal impracticable. It further stipulates that whether land is irrevocably committed depends on the relationship between the exception area and the adjacent land. The findings for a committed exception, therefore, must address the following:

A. The characteristics of the exception area;

B. The characteristics of the adjacent area and the ands adjacent to it; and

C. The relationship between the exception area and the lands adjacent to it; and

D. The other relevant factors set forth in OAR 660-04-028(6).

OAR 660-004-028(6) referenced above indicates that findings of fact for a committed exception shall address the following factors:

A. Existing adjacent uses;

B. Existing public facilities and services (water and sewer lines, etc.);

C. Parcel size and ownership patterns of the exception area and adjacent lands:

(i) Consideration of parcel size and ownership patterns shall include an analysis of how the existing development pattern came about and whether findings against the Goals were made at the time of partitioning or subdivision. Past land divisions made without application of the Goals do not in themselves demonstrate irrevocable commitment of the exception area. Only if development (e.g., physical improvements

such as roads and underground utilities) on the resulting parcels or other factors makes unsuitable their resource use or the resource use of nearby lands can the parcels be considered to be irrevocably committed. Resource and non-resource parcels created pursuant to the applicable goals shall not be used to justify a committed exception. For example, the presence of several parcels created for non-farm dwellings or an intensive commercial agricultural operation under the provisions of an exclusive farm use zone cannot be used to justify a committed exception for land adjoining those parcels.

(ii) Existing parcel sizes and contiguous ownership shall be considered together in relation to the land's actual use. For example, several contiguous undeveloped parcels (including parcels separated only by a road or highway) under one ownership shall be considered as one farm or forest operation. The mere fact that small parcels exist does not in itself constitute irrevocable commitment. Small parcels in separate ownerships are not likely to be irrevocably committed if they stand alone amidst larger farm or forest operations, or are buffered from such operations.

D. Neighborhood and regional characteristics;

E. Natural or manmade features or other impediments separating the exception area from adjacent resource land. Such features or impediments include but are not limited to roads, watercourses, utility lines, easements, or rights-of-way that effectively impede practicable resource use of all or part of the exception area;

F. Physical Development according to OAR 660-004-025; and

G. Other relevant factors.

Applicant has addressed the characteristics and relationship of the exception area and the lands adjacent to it, consistent with OAR 660-004-028, as shown in 12 (A), (B), (C) and (D) above. The land is segmented and broken off from the lands around it, due to the existence of Dolores Way, right-of-way to the east and south and Ehlen RD to the north. To the west lies more lands zoned ID and developed with a gas station, mini-mart and RV park. If this zone change were to be approved, the subject property would be consistent with this zoning and create a harmonious area of ID zoned land, appropriately buffered and separated from EFU lands in the area such that, no adverse impacts would be expected.

The subject property's relationship with other lands is the area is that it does not have any. Due to its separation from the original parcel, it has been left as wasteland, bordered on three sides by roads and a fourth is developed with a gas station.

The rural ID zone permits uses that do not require public facilities such as sewer or water.

Additionally, Ehlen Rd and Dolores Way have split off this segment of EFU land from its larger, farmable parent parcel. It is now an island constrained on all sides and too small for practicable farm use. (i) above explains how roads may be used to demonstrate that a parcel is irrevocably committed to a non-resource use, this applies here. Much of this development occurred due to ODOT completely re-building this interchange in a multi-year project.

Applicant states:

> "After accounting for permanent infrastructure, easements, drainage facilities, and access limitations, the remaining area theoretically available for cultivation is approximately 1.14 acres. This isolated and constrained area does not support commercial agricultural production, does not meaningfully contribute to Oregon's agricultural economy, and cannot be practically farmed using modern agricultural practices. The parcel cannot be reintegrated into adjacent farm operations and no longer functions as agricultural land in any practical or economic sense.
> The relationship between the subject property and adjacent lands further demonstrates irrevocable commitment. Surrounding development to the south and west consists of long- established highway-oriented commercial uses, including fueling stations, trucking services, and an RV park. These uses generate traffic volumes, lighting, noise, and operational characteristics that are incompatible with farm use and reflect an interchange service environment rather than an agricultural setting. While agricultural lands remain to the north and east, the subject parcel is permanently separated from those lands by public infrastructure and does not function in coordination with ongoing farm operations.
>
> Considering the characteristics of the exception area, the characteristics of adjacent lands, and the relationship between them, continued application of Goal 3 to the subject property no longer advances the purpose of protecting agricultural land. The parcel has been permanently committed to non-resource use by public infrastructure investment and surrounding development patterns, and it is impracticable for uses allowed under Goal 3.
>
> The proposed Comprehensive Plan Amendment and Zone Change recognize the parcel's irrevocable commitment to non-resource use while preserving surrounding agricultural lands that remain viable and productive. The exception complies with Goal 2 and OAR 660-004-0028 and represents a logical, limited application of non-resource zoning to land that has already been removed from the agricultural land base through public action."

To address (ii) above, Applicant owns land adjacent to this parcel, but the land is already developed with a gas station.

The proposal meets the criteria for an irrevocably committed exception to Goal 3.

ZONE CHANGE

14. The requirements for zone changes are found in MCC (Marion County Code) 17.123.060 and include:

    A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the goals and policies of the Comprehensive Plan and the description and policies for the applicable land use classification in the Comprehensive Plan; and

    The subject property consists of approximately 3.12 acres and is a remnant parcel created through a previously approved Property Line Adjustment to accommodate the Oregon Department of Transportation's Aurora Donald Interchange improvement project. The project included the realignment of Delores Way NE and related interchange infrastructure. The parcel is encumbered by permanent transportation facilities, an established communication tower and associated easements, a ravine, and drainage facilities associated with the interchange project. These features substantially limit the usable area of the site and have permanently altered its relationship to surrounding agricultural lands. The approved interchange plans demonstrate that the site is now bounded and influenced by roadway infrastructure that separates it from the larger agricultural land base and defines its functional context as part of an interchange area rather than a farm unit.

    The property no longer possesses the characteristics necessary to support long-term commercial agricultural use. The remaining unconstrained area is limited in size, irregularly shaped, and lacks practical access for modern farm equipment. The site does not function as part of a contiguous agricultural operation and does not meaningfully contribute to Marion County's agricultural land base. The continued application of the Primary Agriculture designation no longer reflects the realities of the site.

    The proposed Commercial Comprehensive Plan designation is appropriate given the property's location within an established interchange area that includes existing highway-oriented commercial uses and Interchange District zoning on adjacent and nearby properties including truck stops and gas stations. The designation recognizes that the site is irrevocably committed to non-resource use due to surrounding development, public infrastructure investments, and site-specific constraints that make agricultural use impracticable, consistent with OAR 660-004-0028.

    The proposed zone is appropriate for the amended Comprehensive Plan land use designation and is consistent with the applicable goals and policies of the Marion County Comprehensive Plan. MCC 17.123.060(A) is satisfied.

B. *The proposed change is appropriate considering the surrounding land uses and the density and pattern of development in the area; and*

The subject property consists of approximately 3.12 acres and is constrained by permanent features including public roadways on multiple sides, an established communication tower and associated access easement, an ODOT drainage easement, and a ravine that fragments the site. These conditions isolate the parcel from surrounding agricultural lands and prevent it from functioning as part of a contiguous farm unit. The resulting development pattern places the site within an interchange environment characterized by high traffic volumes, signalized intersections, and roadway geometry that is incompatible with farm operations.

Surrounding land uses reinforce this commitment. Properties to the south and west are developed or zoned for highway-oriented commercial uses that serve Interstate 5 traffic, including an RV park, trucking facilities, and fueling stations. These uses establish the prevailing development pattern and intensity in the immediate area. While agricultural uses remain to the north and east, they are separated from the subject property by public roadways, infrastructure improvements, and topographic features that eliminate any functional agricultural relationship between the parcels.

The proposed Commercial and Interchange District zoning recognizes the site's irrevocable commitment to non-resource use and aligns the zoning designation with the existing density, pattern, and functional character of development in this interchange area. The criterion is met.

C. *Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with the development of the property;*

Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with future development of the subject property, consistent with its irrevocable commitment to non-resource use. The parcel was created through an approved Property Line Adjustment to accommodate the Oregon Department of Transportation's Aurora Donald Interchange improvement project, including the realignment of Dolores Way NE and related interchange infrastructure.

The property is directly accessed from Ehlen Road NE and is integrated into the interchange circulation system formed by the realigned Dolores Way NE, new intersections, and associated roadway and signal improvements constructed as part of the ODOT project. These transportation improvements define the site's long-term functional context and exist independently of this application. The roadway network serving the parcel is designed to support interchange-related activity and further reinforces that the site is no longer suitable for agricultural use.

The subject property is located within a rural service area and will be served by on-site water and wastewater systems. Septic suitability for the parcel has already been evaluated and approved by Marion County as part of the partition and property line adjustment process, demonstrating that on-site wastewater disposal is feasible and compliant with applicable County standards.

The proposed zone change does not require the extension of urban services. Any future development of the property will be subject to separate land use and development review to ensure compliance with County standards for access, utilities, and site services. Given the existence of permanent transportation infrastructure, approved septic suitability, and the parcel's creation and configuration within an interchange environment, adequate public facilities, services, and transportation networks are in place or can be provided concurrently with future development of the property. The criterion is met.

D. *The other lands in the county already designated for the proposed use are either unavailable or not as well suited for the anticipated uses due to location, size or other factors; and*

The parcel was created as a result of the Oregon Department of Transportation's I-5 interchange improvements, including the realignment of Dolores Way NE, and now exists as a remnant parcel defined by roadway infrastructure and surrounding non-resource development.

The subject property is physically and functionally disconnected from the surrounding agricultural land base and is constrained by permanent features, including roadway frontage on multiple sides, an established communication tower and associated easements, drainage facilities, and topographic limitations. These conditions render the parcel impracticable for agricultural use and distinguish it from other lands-designated for commercial use that were planned and zoned without similar constraints or infrastructure impacts.

Other lands designated for commercial use in Marion County do not share the same combination of site-specific factors that define this parcel, including its formation as a remnant of a public transportation improvement, its isolation from farm operations, and its integration into an interchange circulation system. The appropriateness of commercial and Interchange District zoning on this site is therefore tied to the parcel's existing condition and context, not to the siting of a particular commercial use that could reasonably be located elsewhere.

This specific parcel has already been removed from the agricultural land base by permanent public infrastructure improvements and is irrevocably committed to non-resource use. The criterion is met.

E. *If the proposed zone allows uses more intensive than uses in other zones appropriate for the land use designation, the new zone will not allow uses that would significantly adversely affect allowed uses on adjacent properties zoned for less intensive uses.*

The proposed zone change will not allow uses that would significantly adversely affect allowed uses on adjacent properties zoned for less intensive uses. Accepted and expected intensive agricultural activities establish an operational intensity that is present in the surrounding area.

The subject property is physically and functionally separated from adjacent agricultural lands to the north and east by permanent features, including public roadway infrastructure associated with the I-5 interchange, a drainage ravine, and a communications tower site. To the south and west, the surrounding land use pattern is defined by existing highway-oriented commercial development, including fueling stations, a trucking operation, and an RV park. These uses generate traffic, noise and activity levels that are comparable to or greater than those typically associated with EFU uses. The subject parcel functions as a transition area between this established commercial interchange and remaining agricultural lands beyond the roadway and drainage features.

Given the intensity of uses permitted within the EFU zone, the permanent physical separation created by public infrastructure and drainage facilities, and the existing commercial activity in the interchange area, the application of Commercial and Interchange District zoning to the subject parcel will not significantly adversely affect allowed farm uses on adjacent properties. The parcel's irrevocable commitment to non-resource use ensures that future development will occur within a context where agricultural and non-agricultural intensities already coexist. Any future development of the site will remain subject to applicable development standards and review procedures designed to address compatibility

This proposal makes the best use of the Applicant's vacant land. The proposal is consistent with surrounding uses that comprise commercial, residential, and quasi-public uses on surrounding lands. Applicant has shown how the parcel can be served by well and septic and that uses allowed will not be too intensive for the area.

Based on the information submitted by Applicant, the criteria for a zone change from Exclusive Farm Use (EFU) to Commercial (C) are satisfied.

VII. Recommendation

It is hereby found that Applicant has met the burden of proving the applicable standards and criteria for a zone change and comprehensive plan change to change the zone from EFU (Exclusive Farm Use) to ID (Interchange District) zone and to change the comprehensive plan designation from Primary Agriculture to Commercial, with an exception to Statewide Planning

Goal 3 (Agricultural Lands) on a 3.12 acre parcel located in the 12000 block of Ehlen Rd NE, Aurora. The Hearings Officer recommends that the Marion County Board of Commissioners GRANT the Application subject to the following conditions that are necessary for the public health, safety, and welfare:

1. Applicant shall obtain all permits required by the Marion County Building Inspection Division.
2. All future development on the property must satisfy the specific development standards in the ID zone, chapter 17.150 and the general development standards found in chapter 17.112, 17.113 and 17.118 of the Marion County Code.

VIII. Referral

This document is a recommendation to the Marion County Board of Commissioners. The Board will make the final determination on this Application after holding a public hearing. The Planning Division will notify all parties of the hearing date.

DATED at Salem, Oregon, this 22nd day of April, 2026.

Jill F. Foster

Jill F. Foster
Marion County Hearings Officer