MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 12/2/2026

Department: Human Resources

Title: Consider Ratification of the Marion County Employees Association Collective Bargaining Agreement for 2026-2028

Management Update/Work Session Date: N/A **Audio/Visual aids** ☐

Time Required: 15 minutes **Contact:** Salvador LLerenas, CHRO **Phone:** (503) 589-3298

Requested Action: Consider Ratification of the new Marion County Employees Association (MCEA) 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 MCEA CBA on September 21, 2026. Members of this Association ratified this CBA on October 6, 2026.

Financial Impacts: (See attachment for details)

Impacts to Department & External Agencies: If the MCEA CBA is ratified, this will impact multiple funds including General Fund.

List of attachments: (See attachment for list)

Presenter: Salvador Llerenas, Chief Human Resources Officer

Department Head Signature:

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

(Approximate Costs)

Health Insurance Contributions for CY 2026 and CY 2027:

- $1,896 ($50 increase) effective 10/1/26 and for the remainder of CY 2026; and
- $2,100 ($204 increase) in CY 2027
- Reopen in 6/15/27 to negotiate health insurance contributions for CY 2028
- Cost is approximately $2,374,392

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

- 2% effective 9/13/26; and
- 2% effective 7/1/27
- Two-year cost is approximately $2,961,882

Shift Differential:

- Effective 9/13/26, differential increased from $1.25 to $2.00
- Two-year cost is approximately $88,132

Vacation Leave:

- Effective 9/13/26, increased accumulations by 3-4 days/year
- Two-year cost is approximately $1,484,140

Alternate Day Off:

- One additional day off either the Day After Thanksgiving or Christmas Eve
- Two-year cost is approximately $474,389

Total: Approximately $7,382,935

PERS: $1,567,734

Grand Total: Approximately $8,950,669

List of Attachments

MCEA Journeyman's Card or Trades License Letter of Agreement (LOA)
Oracle Pay Incentive LOA
Standby Pay LOA
Work Location and Work Schedules LOA
Workload Prioritization LOA

11/24/26

COLLECTIVE BARGAINING AGREEMENT

between the

Marion County Employees Association Local 294 ~~of the Oregon Public Employees Union~~, SEIU Local 503

and

Marion County, Oregon

July 1, ~~2024~~ 2026 - June 30, ~~2026~~ 2028

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See Article 34 to view a list of articles that apply to temporary employees.

PREAMBLE

This agreement is entered into by Marion County, Oregon, hereinafter referred to as the "County" or "Employer," and Marion County Employees Association (MCEA), hereinafter referred to as the "Union." The Employer recognizes that the Union affiliated with the Oregon State Employees Association (OSEA) on April 29, 1977. The Employer also recognizes that OSEA subsequently became ~~has become~~ the Service Employees International Union Local 503~~, Oregon Public Employees Union~~ (SEIU Local 503~~, OPEU~~) and continues to recognize affiliation between MCEA and SEIU Local 503,~~ OPEU,~~ hereinafter referred to as "SEIU."~~, and that~~ SEIU shall ~~will~~ represent MCEA in contract administration and negotiations during the period of affiliation. Should this affiliation between the~~ association~~ Union and SEIU cease at any time, this agreement shall continue to be operative between the Employer and the Union.

The purpose of~~ the~~ this ~~a~~Agreement is to set forth the terms and conditions mutually agreed upon by the parties with respect to~~ those agreed to matters pertaining to~~ rates of pay, hours of work, fringe benefits and other conditions of employment and to provide for~~ establishment of~~ an equitable and peaceful procedure for the resolution of disputes.

It is understood and agreed that~~ there is a division of~~ responsibility for the administration of employment conditions for~~ between the~~ Marion County is divided between the Marion County Board of Commissioners and the elected heads of departments covered by this agreement~~ in the administration of employment conditions for Marion County, as provided by Oregon Revised Statutes~~, and that~~ complying~~ compliance with the following articles, or portions thereof,~~ is~~ shall be the responsibility of the ~~b~~Board or other appropriate elected officials, in accordance with~~ those~~ such statutes.

The parties agree as follows:

ARTICLE 1 – UNION RECOGNITION

The Employer recognizes the MCEA Local 294/SEIU Local 503~~, OPEU/MCEA, Local 294~~ as the sole and exclusive bargaining representative for ALL regular and temporary employees in positions,~~/~~ jobs,~~/~~ classifications within the County's work Units 6 and~~ 8~~ 16~~ except~~ excluding supervisory employees,~~and~~ confidential employees or employees represented by other labor organizations,~~ or~~ and employees considered prohibited from striking~~ within the definition of~~ as defined in ORS 243.736.

ARTICLE 2 – MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this agreement, the ~~c~~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 ~~c~~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 ~~c~~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 – UNION SECURITY

Section 1. Requests for Union membership, Union deductions, and Union cancellations shall first come to the Union. The Union will submit electronically all verified Union membership authorizations, Union deductions, and Union cancellations to the ~~c~~County. The County will process all requests received from the Union within the next biweekly pay period. Any written requests for Union membership, Union deductions, and Union cancellations which the County receives directly shall be promptly forwarded to the Union for processing. Dues will continue to be deducted until the employee rescinds the request in writing pursuant to applicable law. The Union will maintain the verification records (written, electronic, or recorded authorizations) and will provide copies to the County upon request.

Section 2. The authorization for dues deduction is not terminated when an employee is placed on any type leave, disciplinary removal or lay-off status. The ~~c~~County shall deduct Union dues commencing with the first paycheck following the employee's return to paid status.

Section 3. The aggregate deductions of all employees together with an itemized statement, including employee wages, shall be remitted to the Union no later than the tenth (10th) of the month following the month for which the deductions were made. The itemized listing of Union employees shall reflect employee wages and the amount of dues deducted. On a bi-weekly basis the ~~c~~County shall provide to the Union a list of members who are on leave without pay, have terminated employment, are newly hired, have retired or have changed units.

Section 4. The ~~c~~County agrees to automatically adjust the dues deduction for employees whose salaries increase or decrease during the term of this agreement.

Section 5. On a monthly basis, the ~~c~~County shall furnish an alphabetical listing electronically to the Union ~~an alphabetical listing~~, by department, of the names and personal addresses, personal phone numbers, work phone numbers, ~~c~~County email address, membership status, full-time equivalent (FTE), employee number, continuous service date, classification, and work location of the employees in the bargaining unit. The ~~c~~County is not responsible for the accuracy of the information. Once per month, the Local President may request and receive a hard copy of this list.

Section 6. The Union shall indemnify and ~~save~~ hold the Employer harmless ~~against~~ from any and all claims, damages, suits, or other forms of liability~~, which~~ that may arise ~~out of~~ from any actions taken or not taken by the Employer to comply ~~for the purpose of complying~~ with the provisions of this ~~a~~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

This article does not apply to temporary employees.

Section 1. Except where current practice is contrary, the regular hours of work each day shall be consecutive.

Section 2. Except as provided in Section 3 of this article, normally, a regular work schedule shall consist of five (5) consecutive working days, excluding continuous operations, and other departments and/or activities which may require an irregular workweek. During the term of this agreement, the ~~c~~County reserves the option of establishing a ten (10)-hour, four (4)-day workweek, which may be instituted in any particular work unit provided the employees affected are given ten (10) calendar days advance notice.

Section 3. Eight (8) hours of work 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) calendar days advance notice, except in emergency work situations. Nothing in this section shall restrict an employee and the ~~c~~County from temporarily modifying the work schedule when necessary and/or the parties mutually agree to the change.

Section 4. For employees who work in departments which have continuous operations (seven (7) days/week), whenever the normal workweek is modified, the employee will be given fifteen (15) calendar days advance notice, except in emergency work situations. The notice shall contain the effective date of change, the duration and the reasons for the change.

Section 5. Alternative Regular Work Schedules. Employees of the ~~c~~County may work an alternative work schedule. An alternative work schedule is a work schedule which may vary the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times may vary on a daily basis, but not necessarily each day, or any other schedule that does not exceed forty (40) hours in a workweek and is agreed upon in advance by the employees and the supervisor. All alternative work schedules must be approved in advance. An employee or group of employees of the ~~c~~County may request an alternative work schedule by submitting a request in writing to the immediate supervisor. This request shall outline the proposed schedule.

Requests will be responded to in writing with an approval or denial. No reasonable request shall be denied. No alternative schedule shall be arbitrarily rescinded. Special consideration may be given to an employee who demonstrates an unusual hardship. All requests for alternative schedules are subject to change based on the changing needs of the department and

subsequent requests to work an alternative work schedule. Daily overtime and shift differential will be waived to accommodate these requests.

Section 6. Flexing Work Time. The ~~c~~County may allow employees to modify their normal work hours within the workweek on an intermittent, temporary basis with prior supervisory approval, compatible with the operating needs of the ~~c~~County. Daily overtime and shift differentials will be waived to accommodate these requests. For the purpose of this section, employee requests to modify their normal work hours within the work week will not be arbitrarily denied.

Prior approval means prior to the modification of an employee's schedule. In the event of an unforeseen circumstance resulting in an employee starting a shift later than scheduled, the employee must immediately contact their supervisor and may request to flex their normal work schedule. If the request is compatible with operational needs, the supervisor may approve such a request and still meet the prior approval definition. This does not preclude management from taking appropriate action up to and including disciplinary action for any policy violations related to the employee starting a shift later than scheduled.

Whenever a mandatory work obligation falls outside of an employee's normally scheduled workday, with prior supervisory approval, the employee may request to flex their normal work schedule within the same workweek in lieu of pay or compensatory time at the overtime rate, compatible with the operating needs of the ~~c~~County.

Section 7. Floater Position. A "floater position" is a budgeted position that has been formally designated by the Human Resources Department as a "floater." The position will be within a specific classification and is an employee that rotates between specific shifts, days of work or site locations within a department for purposes including but not limited to vacation coverage, leave of absences, training, projects, and meetings.

The County may change a floater's scheduled shift with fifteen (15) calendar days advanced notice to the employee. The County may also change a floater's workdays with at least forty-eight (48) hours advanced notice to the employee. The notice shall contain the effective date of change, the duration, and the reasons for the change. The advanced notice can be waived with mutual agreement by both parties.

A floater's schedule, workdays, and assignments are designed to be flexible in order to accommodate the day-to-day operations of the department. Nothing in this agreement shall restrict an employee and the ~~c~~County from temporarily modifying the scheduled shift and workdays in emergency situations, for operational necessity, or when both parties mutually agree to the change.

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.

Section 2. All employees shall be granted an unpaid lunch period to be taken in the middle of each work shift. Unpaid lunch periods shall not be less than thirty (30) minutes nor more than one (1) hour in duration.

Section 3. An employee engaged in work requiring that they remain in their work area during the entire work shift shall be granted a lunch period with pay.

Section 4. Subject to the physical structure of the building and the operating needs of the ~~c~~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 ~~c~~County service:

New Year's Day
Martin Luther King's Birthday (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas 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 Day.** 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 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, Section 4, Scheduling Vacations.~~

Section ~~3~~ 2. Weekend Holidays. For employees whose normal week is Monday through Friday, whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. If it falls on Sunday, the following Monday shall be considered to be the holiday.

For those employees whose workweek is other than Monday through Friday, whenever a holiday falls on their first day off, the preceding day shall be considered to be the holiday. If it falls on their second day off, the next day (following day) shall be considered to be the holiday.

When a holiday falls on a Monday or Friday giving the majority of ~~c~~County employees a three (3)-day weekend, employees whose days off are other than Saturday or Sunday may, with supervisory approval, choose to take the day preceding or the day after their weekend off as a holiday in lieu of taking the actual holiday, thus giving them a three-day weekend.

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

Section ~~4~~ 3. Part-time Employees. Compensation for holidays will be provided to regular, part-time employees of the ~~c~~County whose budgeted full time equivalent (FTE) is equal to or greater than 0.5 (50%).

When a part-time employee is not required to work the 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 ~~5~~ 4. Holiday Pay. It is the Employer's intention to provide paid time off for holidays whenever possible, either on the actual holiday or another day that same week.

If an employee is required to perform work on holidays which fall within the employee's workweek, the employee shall be compensated in pay at the rate of time and one-half ~~(1 1/2)~~ (1 ½) 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 (1) day and ends the following day (i.e., graveyard shift), the employee receives holiday premium pay for the shift that begins on the ~~c~~County's holiday or the employee's designated holiday if the ~~c~~County's holiday falls on the employee's normal day off.

Employees who are required to work on a regularly scheduled holiday may, in lieu of holiday pay provided for in this section, choose to take another day off within the same week with department head approval and will receive the number of hours regularly scheduled for that day as holiday pay.

Section ~~6~~ 5. Temporary Employees. Temporary employees will be paid time and one-half ~~(1 1/2)~~ (1 ½) for all hours worked on the holidays listed in Section 1 of this article. No other sections of this article apply to temporary employees.

ARTICLE 7 – VACATION LEAVE

This article does not apply to temporary employees.

Section 1. Vacation Accumulation. After having served in the ~~c~~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:

	Days Per Year	Hours Per Pay Period
Work Hours Per Week	40	40
Day one through 3rd year of continuous service	~~13~~17	~~4.000~~5.231
After 3rd year of continuous service through 5th year	~~14~~18	~~4.308~~5.538
After 5th year of continuous service through 10th year	~~16~~19	~~4.924~~5.846
After 10th year of continuous service through 15th year	~~18~~22	~~5.539~~6.769
After 15th year of continuous service through 20th year	~~21~~24	~~6.462~~7.385
After 20th year	~~24~~27	~~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 ~~c~~County, an employee shall have their choice of vacation time. The Employer, however, shall not use this language unfairly or unreasonably to deny an employee's request for vacation. Supervisors shall approve or deny 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 approve or deny 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 and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest seniority

with the ~~c~~County shall be granted the vacation time; provided, however, that an employee shall not be given this seniority consideration more than once every two (2) years. 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 the employee's appointing authority five (5) working days in advance, absent themself 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. 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 the employee 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. 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 Vacation Pay Upon Separation.

A. When an employee is appointed to another department of the ~~c~~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

has served six (6) full calendar months and is separated from ~~c~~County service, the employee shall be entitled to cash compensation at the hourly rate the employee was 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, 2008, shall receive two (2) normal workweeks of vacation, to be taken as leave with pay or, at the employee's option, the employee 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.

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 period 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. Employees completing trial service prior to the end of the fiscal year will have their benefit prorated for that period between the employee's continuous service date and June 30th.

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

Sections 2 through 11 of this article do not apply to temporary employees.

Section 1. The ~~c~~County will follow any and all Oregon State sick time laws and regulations. The benefits provided in this article shall run concurrently with the ~~c~~County's statutory and regulatory obligations.

Section 2. Accumulation. 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. Sick leave shall be earned by each employee in a regular, part-time position whose budgeted full-time equivalent (FTE) is equal to or greater than 0.5 (50%). 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. When an employee is appointed to another department of the ~~c~~County, the employee shall retain accumulated sick leave. Sick leave usage shall be 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 accruals when unable to perform their work duties by reason of illness, injury or pregnancy; necessity for medical or dental care; exposure to a contagious disease, in which the health of the employee would endanger those they associate with, or the public, if such contact is necessary in carrying out the employee's duties; 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 required unless the absence is covered under protected leave.

Section 4. Sick Leave Investigation.

A. Sick leave time exceeding one (1) regular workweek may require evidence that the employee was under a doctor's care. An appointing authority may require certification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working.

B. If the employee is using sick leave in a manner that appears to the manager to be for a reason 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 manager may initiate an investigation by contacting human resources to discuss the details of the allegations.

If human resources concurs with the manager's assessment, human resources will begin an investigation using ~~c~~County resources and staff. Except for the collection of payroll data as part of the assessment process, staff working in the employee's usual worksite will not be required to assist in the investigation. As part of the investigation, the employee will be contacted and asked to provide information to address the Employer's concerns.

Upon completion of the investigation, human resources will relay the findings on a business need-to-know basis. All sick leave investigations will be conducted in a manner that will obtain the needed operational information while protecting the privacy of the employee.

C. 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 5. 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. The medical report shall be submitted to the employer and is the property thereof.

Section 6. Bereavement Leave.

A. The amount of authorized bereavement leave shall be the amount required under state and/or federal protected leave laws. The County shall provide for twenty-four (24) hours paid bereavement leave for each immediate family member which shall count towards the statutorily mandated leave if the employee qualifies. If remaining bereavement leave time is needed, an employee shall be allowed to use accrued leave, or leave without pay, at the option of the employee.

B. 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.

~~B.~~C. In the event all accruals have been exhausted, the employee will be granted up to five (5) days unpaid bereavement leave for each death of a family member as defined ~~in Section 12 of this article~~ by the applicable state or federal law.

Section 7. Sick Leave Without Pay.

A. Sick leave without pay shall be granted for one (1) occurrence up to a 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. Any

exceptions to this will be subject to department head approval. 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's leave qualifies under the provisions of the Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA) or related federal or state law, any leave granted under the provisions of this section shall be counted against leave granted under the designated protected leave.

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 8. Sick Leave Accruals Following Reappointment or Recall from Layoff. An employee, who was previously employed within the last twelve (12) months, and who is rehired and qualifies for reappointment under the ~~c~~County personnel rules or following a hearing or layoff recall shall have the balance of their sick leave accrual restored. The amount of the restored accrual balance will be equal to the accrual balance of the last day worked.

Section 9. Notification. An employee who is ill and unable to report to work shall make a reasonable effort to notify their supervisor or designee as soon as the employee becomes aware that they will be unable to perform their assigned duties. Whenever possible, such notice should be at least within sixty (60) minutes before the employee's reporting time. Employees at twenty-four (24)-hour facilities 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 Employer 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 Employer may require the employee to keep the supervisor or designee advised of the employee's inability to report to work on a daily basis.

Whenever an illness requires the employee's absence in excess of five (5) working days, the employee shall make every reasonable attempt to notify the Employer as soon as possible.

Section 10. Separation. No compensation for accrued sick leave shall be allowed for any employee when the employee is separated from ~~c~~County service.

Section 11. Protected Leave. Employees who meet the requirements, may be eligible for protected leave 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), Oregon Military Family Leave Act (OMFLA), and Paid Leave Oregon (PLO).

Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), and Paid Leave Oregon (PLO) leaves run concurrently, as specified by law. Employees desiring to access their benefits under either law must notify their supervisor and HR Leave Administrator. While on FMLA or OFLA for their own serious health condition, employees will use sick leave first, then vacation, and then may choose to use other forms of leave prior to leave without pay, unless an exception is granted by the chief human resources officer or designee. While on FMLA or OFLA for the serious health condition of a family member or for parental leave (not to be confused with pregnancy disability), employees may choose to use other forms of paid leave prior to using sick leave. Sick leave and vacation must be exhausted prior to leave without pay.

Employees on FMLA/OFLA, for other than intermittent leave may elect in writing, at the onset of their leave, to retain up to forty (40) hours of sick leave. Employees with leave accruals are not eligible for donated leave.

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 12. Sick Leave Conversion. Regular employees working a forty (40)-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 forty (40)-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, Scheduling Vacations, subject to department approval.

Section ~~12~~ 13. Definition of Family Members. For the purposes of this article, immediate family includes parent, child, sibling, spouse, grandparent, grandchild, equivalent in-laws, and

domestic partners. Relatives not listed who reside in the employee's household are also included in the definition.

For employees taking time off under a particular Oregon State and/or federal law, the definition of family member will be as defined by the appropriate Oregon State and/or federal law.

ARTICLE 9 – OTHER LEAVES

This article does not apply to temporary employees.

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

A. Service with a jury. Employees who are excused from jury service before the end of their workday shall promptly report their availability for assignment to their supervisor. All jury fees, except mileage and meals, received by the employee, shall be turned over to the ~~c~~County.

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 court appearance before the end of their workday, shall immediately report their availability for assignment to their supervisor. All witness fees, except mileage and meals received by the employee, shall be turned over to the ~~c~~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. Such leave requests shall not be arbitrarily denied or rescinded. An employee on such authorized leave of absence shall not be considered to be on the payroll of the ~~c~~County during the period of leave. Such leave will not be approved for an employee who is accepting employment outside ~~c~~County service. Any employee who is granted a leave of absence without pay shall first be scheduled for any type of paid leave, excluding sick 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 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.

The ~~c~~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 ~~c~~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. For reasons of sickness or physical disability, such leave requests shall be reviewed under Article 8, Section 7(B). For reasons not related to medical issues, such leave requests shall be decided by the department head and shall not exceed one (1) year.

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, their position shall thereupon be declared vacant and the employee terminated.

Section 8. 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 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, Section 4, Scheduling Vacations.

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 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 ~~c~~County, attempt to provide the best value, most effective health, dental and vision benefits available for employees and their families. The ~~c~~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 ~~c~~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 ~~c~~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 ~~c~~County contribution level as closely as possible to include, but not limited to, options that are available through the Public Employee Benefits Board (PEBB) and the Oregon Educators Benefit Board (OEBB).

D. To develop recommendations to provide health, dental, and vision communications to ~~c~~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 (3/4) vote, reach agreement on recommendations. If unable to reach agreement by consensus or vote, the HR 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 fourteen (14) voting members with equal numbers representing the Employer and the unions, with at least four (4) members representing MCEA.

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 forty-six dollars ($1,646) 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 forty-six dollars ($1,746) 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 October 1, 2026, ~~T~~the ~~c~~County agrees to contribute up to one thousand eight hundred ~~forty six~~ ninety-six dollars ($1,8~~4~~96) 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 dollars ($2,100) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2027, to December 31, 2027.

C. The parties will reopen in June 15, 2027, to negotiate only for health insurance contributions for calendar year 2028. Starting June 15, 2027, the parties will meet weekly, if unable to reach an agreement, either party may request mediation beginning July 16, 2027. The parties mutually agree to shorten the time period for bargaining to 30-days, each party retains all other rights under ORS 243.712.

ARTICLE 11 – WAGE ADJUSTMENT

Sections 7 through 13 of this article do not apply to temporary employees.

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

The parties agree the Employer will contribute 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 Internal Revenue Code Section 414(h)(2) and related tax statutes, the employee's contribution to PERS will be picked up by the ~~c~~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 ~~c~~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 ~~c~~County or payment to the ~~c~~County by one (1) or more members of the Board of Commissioners or any officer or employee of the ~~c~~County as a result of such determination, the Union, 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 (1) year from the expiration of all appeals applicable to the determination necessitating the implementation. Nothing in this agreement shall prevent Marion County and the Union from negotiating lawful wage or benefit provisions which utilize dollars subject to repayment. Should the ~~c~~County be sued based on the provisions of this agreement, the Union agrees to join with the ~~c~~County in litigation defending the terms of this agreement.

Should any of the provisions of this agreement be found by a court of competent jurisdiction to be unlawful or unenforceable, all other provisions of the agreement shall remain in full force and effect.

Section 2. Employees will be paid biweekly. Paydays will be on Tuesdays except when Tuesday is a holiday in which case employees normally will receive their paychecks prior to the holiday unless the payday is in the subsequent year.

Section 3. Cost-of-Living Adjustment. Effective ~~July 1, 2024~~ September 13, 2026, employees shall receive a ~~four~~ two percent (~~4~~2%) cost-of-living adjustment.

Effective July 1, ~~2025~~ 2027, employees shall receive a ~~three~~ two percent (~~3~~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 ~~c~~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. Effective September 13, 2026, ~~A~~all full-time employees and all part-time employees working fifty percent (50%) or more shall receive ~~one~~ two dollar~~s and twenty-five cents ($1.25)~~ ($2.00) per hour for shift differential for all regularly scheduled time which falls between the hours of 6:00 p.m. and 6:00 a.m. Employees whose regularly scheduled shift does not fall between the hours of 6:00 p.m. and 6:00 a.m. will not receive a shift differential, even if they are required to work past the hour of 6:00 p.m.

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. Cell Phone Pay.

A. Assignment. The ~~c~~County will determine whether cell phone assignments are required to meet a department's business needs and when such duties are assigned to employees or supervisory staff. The duty of carrying the cell phone will rotate weekly among employees who are qualified for said duty. Rotation shall be mandatory. Qualifications will be determined by the ~~c~~County in consultation with the affected employees. The ~~c~~County shall endeavor to maintain as many qualified employees as possible for carrying the cell phone so as to minimize the number of times an employee will be required to carry the cell phone during a calendar year.

B. Duties. The employee assigned to the duty will be responsible to answer after-hour calls for Marion County.

The employee will determine the likely nature of the emergency and the resources needed to correct the problem. The employee will see that those resources are appropriately assigned and will remain available to follow up by assigning additional resources, as needed. If qualified, the employee may assign themself to correct the problem.

In the event the employee is called for a non-emergency, they may delegate response to the next business day and may request management to review the incident. Management shall encourage the reporting of calls that may not have been emergencies.

The ~~c~~County will develop a list of the qualifications of the employees and those employees will be called as the first resource for meeting said emergencies. The ~~c~~County will provide a list of contractors who can be called in the event no employee is qualified or available. The ~~c~~County reserves the right to review such assignments for appropriateness and take actions to correct future assignments up to and including removing employees from cell phone duty if, in the judgment of the ~~c~~County, they are not capable of effectively performing the duties.

A cellular phone and will be provided, by the ~~c~~County, at the beginning of the employee's cell phone duty week.

The employee assigned the cell phone duty may seek a voluntary trade with someone else on the list of those qualified to carry the cell phone. No employee will be required to trade. The employee will be responsible for notifying management that such a trade has occurred.

It shall be management's responsibility to fill unanticipated vacancies in the rotation by use of volunteers. If a volunteer is not available, the duty may be assigned to any employee on the list of qualified employees. In the event that the number of qualified employees changes, the rotation may be changed to match.

C. Transportation. All transportation costs to and from the primary worksite will be the responsibility of the employee.

D. Compensation. Employees assigned to cell phone duty shall receive two hundred fifty dollars ($250.00) for each week assigned to cell phone duty or two dollars and three

cents ($2.03) per hour for daily cell phone duty. The parties agree that this will be the sole compensation of this cell phone duty.

Compensation for employees assigned by the person with cell phone duty, after normal working hours, to correct problems will be set by the overtime and call back pay provisions of the collective bargaining agreement. Said provisions are not modified or changed by the terms of this agreement.

Section 9. Call Back Pay (Overtime Eligible Employees Only). Call back occurs when 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. The department head shall not be obligated to work the employee more than twelve (12) consecutive hours. 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 three (3) hours' pay at the overtime rate. After three (3) hours' work, in each call back situation, the employee shall be compensated at the appropriate rate of pay for the remaining time worked. Call back pay begins when an employee reaches their primary work location or the location to which they were called. Call back pay ends when the employee ends work at their primary location or the location to which they were called.

Section 10. Telephone Call Pay. The ~~c~~County agrees to compensate overtime-eligible employees of the department's compensatory time (calculated at a time and one-half rate) earned through telephone calls received or made, for job related purposes outside of their normal working 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-hours, work-related phone calls.

Section 11. Lead Work Differential. If an employee is assigned lead worker duties, the employee shall receive a five percent (5%) differential for all hours worked. Employees whose classification specification includes lead worker duties shall not be eligible for the lead work differential.

Section 12. 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.

Section 13. 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 ~~l~~Labor-~~m~~Management ~~c~~Committee.

Section 14. Mobile Crisis Duties with Law Enforcement. If an eligible employee is assigned to crisis duties as a co-responder with law enforcement in a community setting, the employee shall receive a five percent (5%) differential for all hours worked.

Section 15. Floater Pay. The Employer shall pay employees assigned to a "floater position" a five percent (5%) differential to compensate for the irregularity of the schedule.

ARTICLE 12 – ADMINISTRATION OF PAY PLAN

Section 2 of this article does not apply to temporary employees.

Section 1. Compensation Plan. The ~~c~~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. Temporary employees were moved from the non-K Pay Plan to the K Pay Plan effective the beginning of the first pay period after July 1, 2015.

Section 2. Administration of Compensation Plan.

A. Rates of Pay. Each employee shall be paid at one (1) of the rates in the pay range for their classification. ~~Employees paid on an hourly basis and working an eight (8)-hour workday will be compensated at an hourly rate equivalent to employees in the same classification, doing the same job, who work a seven and one-half (7.5)-hour day. No employee shall have their hourly rate of pay reduced as a result of this section.~~

B. Entrance Pay. Normally, an employee will be appointed or reinstated at the entrance rate for the classification. If an appointing power 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 they have 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 employees are granted their first in-range merit increase to the next 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. New employees 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 new employees are appointed above the minimum step of the pay range for their classification, 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 ~~increase~~ 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 ~~increase~~ 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 ~~increase~~ 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.

~~E.~~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, they 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.~~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. If the reduction is more than one (1) pay range, the decrease will occur incrementally not to exceed three (3) years. Incremental decreases will occur annually beginning one (1) year from the effective date of the reclassification. At the end of the third (3rd) year, the employee's rate of pay will be adjusted downward to the lower pay range. The pay range adjustments will be aligned with the beginning of the pay period closest to the anniversary of the effective date of the reclassification that does not negatively impact the employee. The anniversary date does not change as a result of the movement to a lower classification.

~~G.~~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.

~~H.~~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.

~~I.~~J. Pay Range Adjustment. The board may make, in addition to general pay range changes negotiated between the board and the Union, 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.

~~J.~~K. Recoupment of Wage and Benefit Overpayments and Underpayments.

1. Overpayments. In the event that an employee receives wages or benefits from the County to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the County shall recover the overpayment as follows:

a. Provide written notice of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid, within ten (10) calendar days from the date of discovery;
b. The County shall be limited in using the payroll calculation and deduction process to a maximum period of two (2) years before the notification.
c. Overpayment of five percent (5%) or less of an employee's biweekly gross salary will be recovered in one (1) lump sum on the next available pay period.
d. For overpayments exceeding five percent (5%) of an employee's biweekly gross salary, the following shall apply:
    i. The employee and the County will meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) days following written notification.
    ii. If there is no mutual agreement at the end of the thirty (30) calendar day period, the County shall implement the repayment schedule stated in subsection (D) (C) below.
    iii. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular biweekly gross salary, the overpayment shall be recovered in biweekly amounts of five percent (5%) of the employee's biweekly gross salary through payroll deduction, beginning on the next available pay period, until the amount is paid in full.
e. An employee who disagrees with the County's determination that an overpayment has been made to the employee, may grieve the determination through the grievance procedure.
f. If an employee leaves Marion County prior to full recovery of the overpayment, the balance owing shall be deducted from the employee's final paycheck.

g. This Section does not waive the County's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time. This includes, but is not limited to payroll withholding, collection efforts, and correcting adjustments.

2. Underpayments. In the event the employee does not receive the wages or benefits to which the employee was entitled which the record/documentation has for all times indicated, the employee may report such underpayment to the Employer. All confirmed underpayments shall be repaid in accordance with State wage and hour laws, pursuant to ORS 652.120. The County shall correct such underpayment made within a maximum period of two (2) years before the notification.

ARTICLE 13 – OVERTIME

This article does not apply to temporary employees.

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 recognized in Article 6, Section 1; 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 in a workday for full-time employment.

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 supervisor, 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 supervisor, 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)~~ (1 ½) 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 forty (40)-hour accrual cap on compensatory time. The employee may elect to take the compensatory accrual as pay with department head approval. 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 (FLSA). If there is a conflict between this section and the FLSA, the FLSA controls.

Some employees in the bargaining unit may be exempt from overtime compensation under the Fair Labor Standards Act. If the employee is exempt under the FLSA from overtime

compensation, the employee shall not be entitled to overtime or compensatory time under the terms of this agreement.

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. Overtime shall be distributed equally, as is feasible, among regular employees customarily performing and qualified to perform the kind of work required by the overtime assignment.

ARTICLE 14 – TRAVEL ALLOWANCES

This article does not apply to temporary employees.

Section 1. Cost of In-State Transportation. All in-state travel bookings 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. Travel arrangements will be made by the Employer 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.

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. 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. During approved travel related to County business, meals and incidentals will be paid for by either a procurement card ("PCard") or per diem rate. The option chosen will apply to the entire trip. ~~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.

Section 4. Meal Requirements for Reimbursement. Reimbursement for meals shall only be provided for ~~meals~~ travel outside Marion County and are not otherwise provided by another entity while on ~~c~~County business and shall be the actual cost of each meal according to Section 3 of this article.

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 ~~c~~County duties ~~is required to secure automobile coverage at levels no less than the minimum required by state law~~ must follow all requirements in County policy. Employees who use a private vehicle for ~~c~~County business are required to provide the ~~c~~County with proof of insurance.

ARTICLE 15 – HEALTH AND SAFETY REGULATIONS

Section 1. The ~~c~~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 ~~c~~County safety regulations and traffic laws and shall use safety equipment provided by the ~~c~~County. Employees shall be encouraged to report to their supervisors unsafe and potentially hazardous conditions.

Section 2. The ~~c~~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. The ~~c~~County shall continue to provide gloves and coveralls. The ~~c~~County shall provide protective clothing for employees applying herbicides including rubber boots, gloves and impervious coveralls. Any equipment required by Oregon Occupational Safety and Health Division (OR-OSHA) will be provided by the ~~c~~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 ~~c~~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 ~~c~~County will provide for ergonomic standards to be established.

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

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

ARTICLE 16 – ANNUAL PERFORMANCE EVALUATIONS
This article does not apply to temporary employees.

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

Section 2. General Policy. It is the policy of the Employer 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. Leave balances and use of protected leave shall not be included in the employee's evaluation.

Section 4. Procedure.

A. Supervisor Review. At least once each year, supervisors shall meet individually with their employees to review the employees' work performance. 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 performance evaluations when necessary and shall meet with the employee or supervisor to discuss problems in the evaluation. Any comments or changes 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. There will be no reference made to discipline received by an employee in their performance evaluation, but the basis for the discipline will be described.

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 Employer agrees to implement mutually agreeable changes in a timely fashion.

ARTICLE 17 – 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, religion, sex, physical or mental disability, national origin, sexual orientation, Union membership, 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 Union.

Section 2. Sexual Harassment. Sexual harassment is considered a form of sex discrimination. No employee shall be subjected to sexual harassment by the Employer, Union, or other bargaining unit members. The County is committed to a sexual harassment-free work environment and will take appropriate measures to promote a safe work environment, pursuant to the County's Discrimination and Harassment Free Workplace Policy and Procedures (602, 602-A, and 602-B).

Section 3. Union Activities. Union activities shall be conducted in a manner which will not interfere with the effectiveness and efficiency of the ~~c~~County's operations in serving and carrying out its responsibility to the public. There shall be no soliciting of employees for Union membership during working hours when such soliciting would interfere with the performance of an employee's duties.

Section 4. Bulletin Boards. The Employer agrees to authorize the use of bulletin board space in convenient places to be used by the Union in communicating with employees.

The Union 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 5. Courier Service. The Union shall be allowed to use the ~~c~~County courier service for distribution of Union business materials to bargaining unit employees.

Section 6. Negotiations. Negotiations between the parties conducted during the open period(s) as provided by Article 33 – Life of Agreement and Termination shall be held during non-working hours, unless otherwise mutually agreed. The Union's bargaining committee shall be limited to ten (10) members of the Union if negotiations are during working hours. Bargaining committee members will be released for bargaining one (1) hour in advance of each session for preparation

and additionally, for one (1) full regular workday for Union bargaining team members' preparation for negotiations.

Section 7. Rights and Obligations. The Union and the Employer agree that there must be mutual respect for the rights and obligations of the Union, the Employer and the representatives of each.

Section 8. Use of County Equipment. Union officers, stewards and committee representatives shall have the right to use ~~c~~County equipment including, but not limited to, copy machines and computers. All employees are allowed to use the ~~c~~County email system for Union communications on breaks and lunch hours.

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. Computer use shall be limited to those currently authorized to use such equipment and limited to designated ~~c~~County hardware and software. All such computer use shall be in compliance with current ~~c~~County policy. The Union shall pay when there is an associated cost required by ~~c~~County policy.

Section 9. Labor-Management Committees.

A. The parties have jointly recognized that the creation of an effective ~~l~~Labor-~~m~~Management ~~c~~Committee requires trust and commitment and open channels of communication. We believe that our working relationship will be enhanced by the creation of a ~~l~~Labor-~~m~~Management ~~c~~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 ~~c~~County residents, employees and SEIU Local 503~~, OPEU~~ 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 ~~c~~County management officials and the Union executive committee of possible solutions to ongoing issues of mutual interest.
8. The Employer 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 fourteen (14) members. Seven (7) members shall be appointed by the Union and seven (7) members appointed by ~~c~~County management.

C. Operational Guidelines. The committee shall operate by consensus. Any issue affecting labor relations, as defined by the committee, may be brought before the committee for consideration. The meetings will be facilitated by rotation of its members. A staff representative from the Union and ~~c~~County management may participate in committee operations and provide counsel to the members but shall not have voting rights. The committee shall keep a record of its activities and make a reasonable effort to communicate its actions to and receive input from the employees of Marion County.

Section 10. Labor-Management Budget Process. The Employer will continue to encourage the involvement of the employees in the budget process.

ARTICLE 18 – EDUCATIONAL ASSISTANCE

This article does not apply to temporary employees.

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 ~~c~~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 Employer.

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

Section 5. In instances where the work of the Employer 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 UNION ACTIVITIES

Section 1. New Employee Orientation. A representative of the Union shall be granted time off with pay for a presentation on behalf of the Union during the Employer's new employee orientation. There will be a Union presentation on paid time for all newly hired bargaining unit employees. The purpose of the presentation shall be to identify the organization's representation status, provide information on the Union and distribute and collect membership applications.

The County will provide the Union an annual calendar, with dates and locations, of new employee orientation. Any changes to this calendar will be provided to the Union with reasonable notice.

A list of new employees shall be delivered electronically within ten (10) calendar days from the date of hire for newly hired employees to the SEIU organizer and the Union president for the purpose of these orientations. The list of new employees shall include an alphabetical listing, by department, of the names and personal addresses, personal phone numbers, work phone numbers, ~~c~~County email address, membership status, full-time equivalent (FTE), employee number, continuous service date, classification, and work location.

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

Section 3. Union Business. Official delegates shall be granted up to four (4) days leave of absence to attend the biennial General Council of the SEIU Local 503~~, OPEU~~. Employees may, at their discretion, use vacation, compensatory time, or will be granted leave without pay for attendance of General Council.

Subject to the operating requirements of the department, employees may take extended leave without pay when taking elected or temporary staff positions with the Union. Leave without pay is limited to one (1) year unless the personnel officer grants an exception.

Section 4. Union Officers. The president, vice-president, secretary, treasurer, immediate past president, chief steward, and four (4) board members at large of the Union will be granted reasonable time to meet with employees, managers, executive staff and elected officials to discuss contract administration.

Section 5. Committee Members. All employees elected or appointed by the Union to serve on ~~c~~County-wide management and labor committees 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 6. Union Stewards. The employees in the bargaining unit shall be allowed Union stewards. The Union shall select stewards in the numbers and locations needed to serve its represented employees. The Union shall notify the ~~c~~County, semi-annually and in writing, of all employees who will act as Union stewards.

Reasonable paid release time will be granted to stewards to:

A. Investigate and process grievances and other workplace related complaints.

B. Provide orientation to all new employees.

C. Meet with employees and management to discuss contract administration.

D. Represent employees in meetings with management regarding written work plans.

E. Attend investigatory meetings and due process hearings involving represented employees.

A steward-in-training may have another steward accompany them through any of the above processes on paid time. This training will be limited to twelve (12) months of active training.

Section 7. 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 ~~c~~County. If denied for operational needs, it will immediately be rescheduled for the earliest possible time.

B. The officer, employee or steward shall be responsible to notify their supervisor when they are leaving the worksite under the provisions of this article. In addition, the Union steward 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 (2) parties, the chief human resources officer or designee and the Union 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 Union 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 8. There shall be no reprisal, coercion, intimidation, or discrimination against any Union steward for the conduct of the function described herein.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

This article does not apply to temporary employees.

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 ~~c~~County may suspend an employee for disciplinary reasons for a period not to exceed thirty (30) days at any one (1) 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. Such action shall be subject to the rules governing demotions.

F. Dismissal. The ~~c~~County may dismiss for just cause any regular employee under the ~~c~~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, 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 with a copy to their steward of record at least two (2) twenty-four (24)-hour working days prior to the date of the due process meeting. Extensions requested by the steward will not exceed three (3) additional twenty-four (24)-hour working days to respond to the statements in the notice including providing mitigating evidence. The ~~c~~County and the Union may, by mutual agreement, extend the time to respond past the two (2) or five (5) days.

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 local Union president, local chief steward, SEIU Member Resource Representative, and the employee. Suspension, reduction in pay 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 ~~c~~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 other than suspension, reduction in pay or dismissal, may appeal such action pursuant to Article 21~~, –~~ Grievance and Arbitration Procedure. Suspension, reduction in pay or dismissal shall be appealed directly to ~~s~~Step ~~two~~ 2 of the grievance procedure. The appeal must be filed no later than ten (10) working days after the effective date of suspension, reduction in pay or dismissal. Letters of reprimand and oral reprimands 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.

Section 5. Any disciplinary action (including but not limited to oral reprimands, written reprimands, suspensions, 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 MCEA Union President, Chief Steward, and the SEIU Organizer.

Section 6. Notifications to employees for investigatory meetings ~~and for paid administrative leave~~ shall be provided as soon as practical to the MCEA Union President, unless the employee requests the Union not be notified. The notice provided to the Employee will include a list of current MCEA stewards.

Notice to employees of placement on paid administrative leave will be provided as soon as practical to the MCEA Union President and Steward of Record (if applicable).

ARTICLE 21 – 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 Union, which involves the interpretation, application of or compliance with the provisions of this agreement. Temporary employees may only file grievances related to contract interpretations and not arising from oral reprimand, written reprimand, suspension, reduction in pay, or termination.

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.

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 Union steward. 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. The parties shall hold one (1) 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. Grievances arising from suspension, reduction in pay, or termination are to be initiated at Step 2 of this grievance procedure.

Step 2 (Formal Grievance)
If the grievance has not been resolved in Step 1, the Union shall file a formal written grievance with the department head. The grievance shall be filed by a Union representative within forty (40) working days of the original written request for a ~~s~~Step 1 meeting. Grievances arising from suspension, reduction in pay, or termination must be filed no later than ten (10) working days after the effective date of the suspension, reduction in pay, or termination. A copy of the formal written grievance shall be sent to human resources.

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 Union representative within ten (10) working days after receipt of the formal grievance in an effort to resolve the complaint. The department head 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 ~~s~~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 ~~c~~County and the Union.

If the parties fail to mutually select an arbitrator within thirty (30) working days of the Union's request to arbitrate, the Oregon Employment Relations Board shall be requested by either party or both parties to provide a panel of five (5) arbitrators. Both the ~~c~~County and the Union 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.

Costs of the arbitrator shall be borne equally by both parties. 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**
Discipline, suspension, reduction in pay, or termination (Does not apply to temporary employees)	Within ten (10) working days after the effective date of the discipline.		Department Head – 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 20, Section 4 (Does not apply to temporary employees)	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.	Department Head – 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.**	**Department Head – 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 22 – PERSONNEL FILE

Section 5 of this article does not apply to temporary employees.

Section 1. Human resources shall maintain a personnel file of each employee in ~~c~~County service. This file shall be the official file of the Employer 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 written request to do so. An employee may also inspect the contents of any supervisory files maintained on the employee. An employee's official representative, with the written permission of the employee, may inspect their personnel file.

When requested, the employee and/or their Union representative will be provided access to the personnel file within five (5) business days of the request and to the supervisory file within five (5) business days of the request.

Section 3. No information reflecting critically upon an employee shall be placed in the employee's personnel file maintained in the human resources office 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. After the three (3) year period, 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/DESK AUDIT PROCEDURE

This article does not apply to temporary employees.

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. Human resources shall have ninety (90) calendar days to respond to the employee with a decision from the date human resources receives all necessary information from the employee, unless an extended time is mutually agreed upon in writing by human resources and the employee.

Section 2. When the ~~c~~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, including a denial of a reclassification, 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 Board of Commissioners. The Board of Commissioners 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 Board of Commissioners shall give at least three (3) days prior notice to the interested parties. Following the hearing, the Board of Commissioners shall render its 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 ~~c~~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 ~~c~~County will place the employee on the next higher step.

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. If the reduction is more than one (1) pay range, the decrease will occur incrementally not to exceed three (3) years. Incremental decreases will occur annually beginning one (1) year from the effective date of the reclassification. At the end of the third (3rd) year the employee's rate of pay will be adjusted downward to the lower pay range. The pay range adjustments will be aligned with the

beginning of the pay period closest to the anniversary of the effective date of the reclassification that does not negatively impact the employee.

Section 5. In the event that an employee's position is reclassified upward, the effective date will be the first full pay period after approval by the board of commissioners or designee. 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 or recommendations related to proposed changes of job classifications or proposed new job classifications will be sent to the Union president and the Union organizer.

ARTICLE 24 – LAYOFF

This article does not apply to temporary employees.

Section 1. Definition. A layoff is defined as any separation from ~~c~~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 ~~c~~County.

Section 2. Notice of Layoff. Employees, who are to be laid off, shall receive notice thirty (30) days prior to the effective date of layoff. A copy of the notice will be sent to the MCEA Union President and the SEIU Union Organizer.

Section 3. Seniority Credit.

A. Seniority – One (1) point per continuous month of ~~c~~County service.

B. In the event that two (2) persons have the same seniority credit, then the date of employment with the ~~c~~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 dates of employment, the department head shall determine the order of layoff.

Section 4. Layoff Procedure.

A. The ~~c~~County or the affected department, prior to layoff, shall notify the Union thirty (30) days prior to the effective date of layoff. The ~~c~~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 ~~c~~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 ~~c~~County will not exercise this option when an employee in the classification and department, who is more senior has been previously exempted by the ~~c~~County from holding a particular certification or license.

D. The ~~c~~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 ~~c~~County shall notify the Union 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 shall be terminated prior to the layoff of trial service or regular employees.

F. Interruption of Employment. Employees who leave ~~c~~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 ~~c~~County employment within one (1) year, shall regain previously accrued seniority credits.

H. Loss of Service. Any employee with regular or trial service status who separates from ~~c~~County service for reasons other than a layoff and subsequently returns to ~~c~~County employment shall not regain previously accrued seniority credit if the break in service is for more than ninety (90) calendar days.

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.

Section 6. Other Employment Options. Any laid-off employee shall be eligible to receive priority placement to a vacancy in another department provided the employee responds to a notice of vacancy by contacting human resources in writing prior to the closing date. The employee must complete a job application in order for the ~~c~~County to verify that the employee is qualified for the position.

If the ~~c~~County determines that the employee meets both the minimum requirements for the classification and the specific qualifications for the position, as determined by the department head, the department shall offer the position to the employee. In the event that more than one (1) employee is under consideration, the department shall select the employee they feel is most qualified.

The department shall have a trial period not less than two (2) weeks or more than six (6) weeks to determine if the employee meets the specific requirements of the job. If the department determines the employee is not performing the requirements of the job, the employee will be given notice of the employee's performance deficiencies at least two (2) weeks prior to the expiration of the trial period. If, after receiving the notice, the employee is still not meeting department standards, the department may terminate employment provided reasons for the termination are in writing and are based on reasonable performance standards.

The decision to reject appointment based on not meeting the specific performance related qualifications is not subject to the grievance procedure.

Employees who do not meet the specific requirements of a position and are removed during the trial period shall be returned to their original department layoff list.

Section 7. Notice of Recruitments. Employees who have been laid off will receive notice of MCEA-represented positions opening for open competitive recruitment that are the same or lesser pay range from the classification they held at the time of layoff. These notices will be sent to the employee's last known address for up to two (2) years from the date of layoff.

ARTICLE 25 – FILLING OF VACANCIES

Section 1. Vacancies that are to be filled shall be posted on the ~~c~~County website and sent by electronic mail to all ~~c~~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 ~~c~~County website.

Section 3. Any employee, who meets the subject matter expert (SME) review and applicable testing criteria, shall be placed on any open list of the classification of which they applied for, and the top three (3) will be offered an initial interview.

Section 4. Any employee who interviews for a vacant position but is not selected may request within twenty (20) working days in writing the reasons for non-selection. The appointing authority shall provide a written response within ten (10) working days of receipt of the request.

Section 5. The Employer agrees to review recruitment procedures with the Union 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 Employer's internal recruitments.

ARTICLE 26 – TRIAL SERVICE PERIOD

This article does not apply to temporary employees.

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.

Initial trial service begins on the date of most recent hire and ends six (6) continuous months from that date of hire.

Example: Initial trial service for an employee hired on January 15th expires at the end of the workday on July 15th.

Section 2. New employees shall serve an initial 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, 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 position unless that position no longer exists or is no longer vacant. Employees who fail their trial service period 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 5. A trial service employee serving as a result of an internal appointment who fails to qualify in the new position for reasons other than misconduct, and who was a regular employee before the internal appointment, shall be reinstated to the employee's former position, if within the same department, unless that position no longer exists or is no longer vacant. Employees who fail their trial service period 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 ~~5~~ 6. If an employee is reassigned (when an employee moves from one (1) position to another position in the same classification and department without going through the recruitment process) after completing their trial service period in that classification, the employee will not need to complete a new trial service period. If the employee did not complete their trial service period in the classification, the employee must complete the remainder of their trial service period in the new position.

Section ~~6~~ 7. Removal During Trial Service Period. An appointing authority may dismiss an employee at any time during an employee's 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 ~~c~~County service. Prior to dismissing an employee, the appointing authority will consult with human resources.

Section ~~7~~ 8. Prior to completion of an employee's trial service period, human resources will request the appointing authority 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 unsatisfactory, the appointing authority shall either work with the Union president or vice president and human resources to extend the employee's trial service~~,~~ or will dismiss the employee. Extension of trial service will not exceed twelve (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 Union and the ~~c~~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 ~~c~~County and the Union or any individual employee covered by this agreement is hereby superseded by the terms of this agreement.

ARTICLE 29 – SAVINGS CLAUSE

~~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.~~

If any provision of this Agreement is determined by a court of competent jurisdiction or rendered unlawful by state or federal law, such provision shall be deemed modified or severed only to the extent necessary to comply with the law. All remaining provisions shall continue in full force and effect for the duration of this Agreement. Upon issuance of such a decision, the parties agree promptly to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 30 – NOTICES

Section 1. Prior to planned adoption, the ~~c~~County shall provide to the Union president and organizer 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.

Section 2. The Union shall have the opportunity to request a meeting of the ~~l~~Labor-~~m~~Management ~~c~~Committee for the purpose of providing comment or seeking clarification of the intent of the proposed new or modified rule, policy, and/or procedural statement.

Section 3. The parties agree that the demand to bargain period required under ORS Chapter 243 shall be waived for the time needed to conclude or reach impasse at the ~~l~~Labor-~~m~~Management ~~c~~Committee meeting. This article nor any other provision of this agreement shall constitute a waiver of the Union or the ~~c~~County's rights pursuant to ORS Chapter 243, to bargain on new rules, policies, and procedures and/or changes in current rules, policies, and procedures that are mandatory subjects of negotiations. The ~~c~~County agrees not to raise timeliness defenses to those issues brought by the Union to the ~~l~~Labor-~~m~~Management ~~c~~Committee for comment or clarification pursuant to the terms of this article.

ARTICLE 31 – JOB SHARING

This article does not apply to temporary employees.

Section 1. Any employee who wishes to work in a job share position may make a written request to the department head. The request shall include the agreement between the two (2) employees who will be sharing the position. The department head may approve or deny the request based upon the operating requirements of the department and the job required qualifications of the position being considered for job share. No reasonable request shall be denied. No current employee shall be forced to participate in a job sharing position if participation results in a loss of pay or benefits.

Section 2. The employees involved in the job share must develop an agreement that designates which employee will accrue the health, dental, life, and long-term disability benefits. Changes to the agreement may only be made during the annual Marion County open enrollment period or if the job share agreement is ended.

Section 3. Vacation leave, sick leave, holidays, and personal holidays may be prorated provided the total cost to Marion County paid to the job share employees never exceeds one (1) full-time position, including all benefits.

Section 4. When a vacancy occurs in a job share agreement the remaining job share employee will be responsible for fulfilling all of the duties and FTE requirements of the position.

ARTICLE 32 – CONTRACTING OUT

This article does not apply to temporary employees.

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 Union recognizes that the ~~e~~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 ~~e~~County agrees to notify the Union within five (5) business days of its decision to conduct a formal feasibility study indicating the job classifications and the work areas affected. The ~~e~~County shall provide the Union with no less than thirty (30) calendar days notice that it intends to contract out bargaining unit work. The notification by the ~~e~~County to the Union of the results of the feasibility study will include all pertinent information, bids and other data upon which the ~~e~~County based the decision to contract out the work including, but not limited to, the total cost savings the ~~e~~County anticipates.

The ~~e~~County and the Union shall meet within five (5) working days of the delivery by the ~~e~~County to the Union of all pertinent information upon which the ~~e~~County based the decision to contract out. The Union shall have thirty (30) days to submit an alternative proposal. No contract will be awarded pending the timely receipt of the Union's proposal. If the Union'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 Union proposal.

Should any full-time bargaining unit member be laid off or displaced as a result of contracting out, the ~~e~~County and the Union shall meet to discuss the effect on the individual(s). The ~~e~~County's obligation to discuss the effect of such contracting out does not obligate it to secure the agreement of the Union 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 ~~e~~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.

Section 4. The County will supply the Union, by February and September, a list of contractors it is currently using to fill bargaining unit positions, the name of the employees working for the County under that contract, their department, their classification, and their start date.

ARTICLE 33 – LIFE OF AGREEMENT AND TERMINATION

Section 1. This agreement shall take effect July 1, ~~2024~~ 2026, and shall be in full force and effect through June 30, ~~2026~~ 2028. If either party wishes to renew or modify the agreement as of July 1, ~~2026~~ 2028, notification of such renewal or modification must be submitted in writing by December 1, ~~2025~~ 2027. Negotiations shall begin in December ~~2025~~ 2027 at a time convenient for both parties.

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 appropriate elected official or department head, human resources, and the designated representatives of the Union 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 adoption of this agreement or reached as a result of the process noted above shall become void and invalid.

ARTICLE 34 – TEMPORARY EMPLOYEES

Section 1. Definitions.

A. Temporary Employee is a person who is employed by Marion County in a non-budgeted position defined as:

1. On-Call/Relief: a temporary employee who is part of a pool of employees who are available for shift coverage as needed. These employees are not guaranteed hours, schedules or shifts;

2. Seasonal: a temporary employee with a specific assignment due to an influx of work during a particular re-occurring portion of the year not to exceed six (6) months in a calendar year. Seasonal employees may be scheduled to work up to a maximum of one thousand forty (1,040) hours in a fiscal year and no more than one thousand five hundred (1,500) hours in a calendar year. Assignments can be part-time or full-time depending on the workload need;

3. Standard Temporary: a temporary employee hired for a specific assignment, project or short-term needs (vacancy/leave of absence/project/influx of workload). Standard Temporary employees may be scheduled to work up to a maximum of one thousand forty (1,040) hours in a fiscal year and no more than one thousand five hundred (1,500) hours in a calendar year. Assignments may be part-time or full-time.

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.

Section 2. Policy. No temporary employee can perform temporary work for more than one thousand forty (1,040) 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. Once the temporary employee has performed temporary work for one thousand forty (1,040) hours in a fiscal year, the temporary employee shall be terminated and the Employer will not hire another temporary employee for the same duties in the same fiscal year unless the department is granted an extension by the ~~l~~Labor-~~m~~Management ~~c~~Committee or the department has requested and the Employer has approved a budgeted position.

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) hours in a fiscal year.

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

Section 4. Application of Contract Articles. The following articles apply in their entirety to Union represented temporary employees:

Preamble, 1, 2, 3, 5, 15, 17, 19, 25, 27, 28, 29, 30, 33, 34, and 35

All other articles within this agreement either do not apply to temporary employees or specifically note which sections apply within the individual article.

Section 5. Letters of Agreement. Letter(s) of agreement between the ~~c~~County and the Union do not apply to temporary employees unless specifically stated in the letter(s) of agreement.

ARTICLE 35 – DRUG AND ALCOHOL FREE WORKPLACE

Section 1. The Union and the ~~c~~County agree that the terms and conditions of federal regulations as applied to employees under CDL and Coast Guard licensing will continue to apply for drug testing and random drug testing.

Section 2. The Union agrees to the reasonable suspicion testing as outlined in the ~~c~~County's Drug and Alcohol Free Workplace Policy.

A. Supervisors will advise employees that they may request a steward be present as an observer during the testing process if a steward 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 ~~c~~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 3. The ~~c~~County agrees to the following declaration of intent as to the application of that policy to the Union and its members:

A. The ~~c~~County agrees that managers will be held to the same standards and conditions under the Drug and Alcohol 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 ~~c~~County will offer the same training to Union stewards and officers as provided to managers in the implementation and application of the Drug and Alcohol Free Workplace Policy.

E. The Union 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 Free Workplace Policy shall only be valid if negotiated and agreed to and signed by the ~~c~~County, the Union, and the employee.

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

FOR THE UNION

By: _____
Melissa Unger, Executive Director
SEIU Local 503~~, OPEU~~

By: _____
~~Heather Blankenheim~~Joe LeBlanc, Bargaining Strategist
SEIU Local 503~~, OPEU~~

By: _____
Kristina Ballow, MCEA President

By: _____
Walter Wick, MCEA Vice President

By: _____
~~Steven Jackson, MCEA Chief Steward~~
Amanda Farrar, Secretary

By: _____
~~Greg Desmond, MCEA Member-at-Large~~
Steven Jackson, MCEA Chief Steward

By: _____
Karen Hilfiker, MCEA Member-at-Large

By: _____
~~Alice Robinson~~Chris Rutter, MCEA Member-at-Large

~~By: _____~~
~~Jonathan Sanford, MCEA Member-at-Large~~

~~By: _____~~
~~Eden Farias, Bargaining Team Member~~

FOR MARION COUNTY

By: _____
Colm Willis, Chair

By: _____
Kevin Cameron, Commissioner

By: _____
Danielle Bethell, Commissioner

By: _____
Jan Fritz
Chief Administrative Officer

By: _____
Salvador LLerenas
Chief Human Resources Officer

By: _____
Cody Walterman
Human Resources Labor Counsel

Journeyman's Card or Trades License
Letter of Agreement

I. PARTIES

The parties to this agreement are the Marion County Business Services Department and Marion County (hereinafter, "the County") and the Marion County Employees Association (MCEA) Local 294/Service Employees International Union (SEIU) Local 503~~, OPEU/MCEA Local 294~~ (hereinafter, "the Union").

II. PURPOSE OF THE AGREEMENT

The purpose of the agreement is to provide a five percent (5%) differential pay to those building maintenance specialists senior building maintenance specialists, and facilities maintenance and systems coordinators who possess a valid journeyman's card or trades license related to the performance of maintenance and repair work essential to the function of County buildings, which allows the County to complete work that would otherwise be contracted out at a greater expense.

III. AGREEMENT

The parties agree that employees who possess, have made it known to their supervisor, and have provided verification of a valid and current journeyman's card or trades license related to the performance of maintenance and repair work essential to the function of County buildings shall receive a five percent (5%) differential for all hours worked while in possession of a valid journeyman's card or trades license. Maintenance of valid and current journeyman's card or trades license will be the sole responsibility of the employee. If the Journeyman's card or trades license is suspended, revoked, or in anyway invalid, the employee shall no longer qualify for the five percent (5%) differential.

IV. CONCLUSION

The chief administrative officer, appropriate elected official or department head, human resources, and the designated representatives of the Union, to be valid, must sign any letters of agreement. Such letters of agreement shall be attached and made part of the collective bargaining agreement. This agreement is made without precedent to either party and may not be used by either party in current or future negotiations.

Termination of agreement: unless otherwise negotiated through the bargaining process this agreement shall end June 30, ~~2026~~ 2028.

FOR THE UNION

_____
Kristina Ballow
President, MCEA/Local 294

_____
Date

FOR THE COUNTY

_____
Jan Fritz
Chief Administrative Officer

_____
Date

_____
~~Heather Blankenheim~~Joe LeBlanc
Bargaining Strategist, SEIU Local 503~~, OPEU~~

_____
Date

_____
Melissa Unger
Executive Director, SEIU Local 503~~, OPEU~~

_____
Date

_____
Salvador LLerenas
Chief Human Resources Officer

_____
Date

_____
Michelle Teed
Human Resources Labor Counsel

_____
Date

Oracle Pay Incentive
Letter of Agreement

I. PARTIES

The parties to this agreement are the Marion County Information Technology Department (hereinafter, "the County"); and the Marion County Employees Association (MCEA) Local 294/Service Employees International Union (SEIU) Local 503~~, OPEU~~ (hereinafter, "the Union"). The purpose of this agreement is to create a category of pay for certain represented employees in the Information Technology Department.

II. AGREEMENT

Oracle Pay Incentive:

The County and the Union agree to the following:

TYPES OF COMPETENCY PAY & POTENTIAL AMOUNTS

Incentive Type	Annual Max.	% of Max. Based Upon
Oracle Testing	$1,500	Testing
Oracle Experience	$1,500	Years of Oracle Experience
Performance in Oracle Assignment	$1,500	Meets Standards or Better Performance Rating

ELIGIBILITY FOR INCENTIVE: Employee must:

1. Be assigned in a job class and position designated as eligible

   Eligible job classes: programmer analyst 3/Oracle developer, data base administrator, senior data base administrator, AND

2. Be assigned in a regular work assignment specifically designated to work in Oracle applications and technology more than 50% of the time, AND

3. Meet the qualifications outlined for the testing-based component defined below, AND

   Maintain standard performance: No type of competency pay will be paid to any employee if the employee's performance is deemed below standard. An employee receiving any type of competency pay will have that pay discontinued immediately if sustained performance degenerates markedly at any time. Subsequent eligibility will depend on again achieving satisfactory performance during the ensuing performance review period.

QUALIFICATION TO RECEIVE INCENTIVE PAY: In A and B below, earned competency incentive pay will be paid as a lump sum payment at the end of the first year from hire date or start of Oracle assignment. Thereafter, earned competency pay will be paid biweekly. If an employee leaves the County, no further

amount is due.

A. For newly hired employees:
   Attainment of career status by completion of one (1) year of continuous service with satisfactory performance

B. For career status employees (employed with the County more than one (1) year):
   Satisfactory performance during the first year of the regular Oracle assignment with the Information Technology Department

Testing-Based component: An employee must successfully pass an Oracle skills test to be determined and provided by the Information Technology Department. The cost of the Oracle skills test will be paid by the employee. The testing must be current to the Oracle release versions used by the County. Testing for current proficiency, new releases and/or applications as adopted by the County may be required. Successfully passing the Oracle skills test satisfies this requirement and qualifies the individual for $1,500 annually.

Directly-Related Experience component: A staff member must have a minimum of one (1) year of qualifying (directly-relevant) Oracle technology experience to qualify for this component. An existing Information Technology staff member newly and "regularly" assigned to Oracle responsibilities will be required to attain one (1) year of direct Oracle experience to qualify for the minimum amount of the experience incentive. Payment for experience will be as follows:

Minimum of 1 Year Experience	$500
1-3 Years Experience	$1,000
More Than 3 Years Experience	$1,500

Job Performance-Based component: A portion of this $1,500 incentive will be paid based upon annual performance appraisal results; proficiency in at least one (1) core competency equals $500 annually. Proficiency in at least three (3) competencies equals $1000 annually. Proficiency in at least five (5) competencies including job knowledge and role understanding, decision making, problem solving and innovative thinking and accountability equals $1500 annually.

III. CONCLUSION

The chief administrative officer, appropriate elected official or department head, human resources, and the designated representative of the Union, to be valid, must sign any letters of agreement. Such letters of agreement shall be attached and made part of the collective bargaining agreement. This agreement is made without precedent to either party and may not be used by either party in current or future negotiations.

Termination of agreement: unless otherwise negotiated through the bargaining process this agreement shall end June 30, ~~2026~~ 2028.

FOR THE UNION

_____
Kristina Ballow
President, MCEA/Local 294

_____
Date

_____
~~Heather Blankenheim~~Joe LeBlanc
Bargaining Strategist, SEIU Local 503~~, OPEU~~

_____
Date

_____
Melissa Unger
Executive Director, SEIU Local 503~~, OPEU~~

_____
Date

FOR THE COUNTY

_____
Jan Fritz
Chief Administrative Officer

_____
Date

_____
Salvador LLerenas
Chief Human Resources Officer

_____
Date

_____
Michelle Teed
Human Resources Labor Counsel

_____
Date

Standby Pay
Letter of Agreement

I. PARTIES

The parties to this agreement are the Marion County Health and Human Services Department (hereinafter, "the County") and the Marion County Employees Association (MCEA) Local 294/Service Employees International Union (SEIU) Local 503~~, OPEU~~ (hereinafter, "the Union"). The purpose of this agreement is to create a category of pay for certain represented employees in the Health Department.

II. AGREEMENT

Standby Pay:

The County and Union agree to the following to provide standby pay to mental health specialists assigned to respond to mental health crisis screenings. The Health and Human Services Department will determine and assign staff to standby duty to respond to crisis screenings. The assignment period will be weekdays, Monday through Friday, from five pm or 1700 hours to eight am or 0800 hours. On weekends and holidays, Saturday and Sunday, from eight am or 0800 hours to eight am or 0800 hours (24-hour period). Assignment periods may be split into shifts within these time periods if needed. During this time, employees will be expected to be duty ready and able to respond to conduct mental health crisis screenings at any location in the region. Compensation for this assignment will be $2.60 per hour in addition to pay for time worked. If required to respond, employees will be paid at straight time for hours worked including travel time and mileage at the IRS rate. Telephone calls conducted for the purpose of a client screening and/or consults with hospital medical staff personnel that do not result in an on-site screening will be considered time worked and eligible for additional compensation. The provisions of the parties' labor agreement, Article 24, will resolve any dispute over the implementation or application of this letter of agreement.

III. CONCLUSION

The chief administrative officer, appropriate elected official or department head, human resources, and the designated representatives of the Union to be valid, must sign any letters of agreement. Such letters of agreement shall be attached and made part of the collective bargaining agreement. This agreement is made without precedent to either party and may not be used by either party in current or future negotiations.

Termination of agreement: unless otherwise negotiated through the bargaining process this agreement shall end June 30, ~~2026~~ 2028.

FOR THE UNION

_____
Kristina Ballow
President, MCEA/Local 294

_____
Date

FOR THE COUNTY

_____
Jan Fritz
Chief Administrative Officer

_____
Date

_____
~~Heather Blankenheim~~Joe LeBlanc
Bargaining Strategist, SEIU Local 503~~, OPEU~~

_____
Date

_____
Melissa Unger
Executive Director, SEIU Local 503~~, OPEU~~

_____
Date

_____
Salvador LLerenas
Chief Human Resources Officer

_____
Date

_____
Michelle Teed
Human Resources Labor Counsel

_____
Date

Work Location and Work Schedules
Letter of Agreement

This Agreement is between Marion County (hereinafter, "the County") and the Marion County Employees Association (MCEA) Local 294~~, of the Oregon Public Employees Union,~~/Service Employees International Union (SEIU) Local 503 (hereinafter, "the Union").

On April 25, 2023, Marion County provided an update of the Marion County Personnel Rules around Sick Leave Conversion, Work Location and Work Schedules. This update was created after several months of meetings between the Marion County Board of Commissioners, and each department head and elected official to better understand how county departments can best meet the needs of and deliver services to county residents.

Therefore, based on this policy the Parties agree to the following:

Work Location and Schedule:

- Article 11, Section 5 of the MCEA Collective Bargaining Agreement shall apply to any schedules that may have starting or stopping times that fall between the hours of 6 pm and 6 am.
- All other provisions relating to Alternative Work Schedules under Article 4, Section 5 shall apply.

Work Location:

- Department heads may direct an employee to work from an alternate location, including their home, in isolated instances when exigent circumstances exist that create a county business need for the employee to do so.
- In the event that a department head directs an employee to work from an alternate work location for an exigent circumstance, the directive must be in writing from the department head or deputy department head and a copy of the approval shall be sent to Human Resources and the Union President. Work cannot occur outside of the state of Oregon.
- An exigent circumstance to work from an alternate work location does not require any advanced notice when the time to be worked falls during the employee's regular work schedule or the employee is an FLSA Exempt employee. Article 14 - Travel Allowances shall apply to any travel where applicable in exigent circumstances. If outside the regular work schedule, Article 11, Section 10 - Telephone Call Pay and Article 13 - Overtime of the MCEA Collective Bargaining Agreement shall apply when applicable.

This Agreement is effective through June 30, ~~2026~~ 2028.

FOR THE UNION

_____
Kristina Ballow
President, MCEA/Local 294

_____
Date

FOR THE COUNTY

_____
Jan Fritz
Chief Administrative Officer

_____
Date

~~Heather Blankenheim~~Joe LeBlanc
Bargaining Strategist, SEIU Local 503~~, OPEU~~

Date

Salvador LLerenas
Chief Human Resources Officer

Date

Melissa Unger
Executive Director, SEIU Local 503~~, OPEU~~

Date

Michelle Teed
Human Resources Labor Counsel

Date

Workload Prioritization
Letter of Agreement

I. PARTIES

The parties to this agreement are Marion County (hereinafter, "the County") and the Marion County Employees Association (MCEA) Local 294/Service Employees International Union (SEIU) Local 503~~, OPEU/MCEA Local 294~~ (hereinafter, "the Union").

II. PURPOSE OF THE AGREEMENT

The purpose of the agreement is to support the prioritization of the employee's workload.

III. AGREEMENT

It is the employee's responsibility to prioritize their workload. However, an employee may request assistance from their immediate supervisor in establishing or adjusting work priorities in order to carry out their work assignment. The supervisor will take into account variables that impact the difficulty of assignments to the employee. When the employee requests workload prioritization assistance in writing the immediate supervisor will issue a written response in a timely manner.

IV. CONCLUSION

The chief administrative officer, spokespersons, human resources, and the designated representatives of the Union, to be valid, must sign any letters of agreement. Such letters of agreement shall be attached and made part of the collective bargaining agreement. This agreement is made without precedent to either party and may not be used by either party in current or future negotiations.

Termination of agreement: unless otherwise negotiated through the bargaining process this agreement shall end June 30, ~~2026~~ 2028.

FOR THE UNION	FOR THE COUNTY
_____	_____
Kristina Ballow President, MCEA/Local 294	Jan Fritz Chief Administrative Officer
_____ Date	_____ Date
_____	_____
~~Heather Blankenheim~~Joe LeBlanc Bargaining Strategist, SEIU Local 503~~, OPEU~~	Salvador LLerenas Chief Human Resources Officer
_____ Date	_____ Date

_____	_____
Melissa Unger	Michelle Teed
Executive Director, SEIU Local 503~~, OPEU~~	Human Resources Labor Counsel
_____	_____
Date	Date

COLLECTIVE BARGAINING AGREEMENT

between the

Marion County Employees Association Local 294, SEIU Local 503

and

Marion County, Oregon

July 1, 2026 - June 30, 2028

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See Article 34 to view a list of articles that apply to temporary employees.

PREAMBLE

This agreement is entered into by Marion County, Oregon, hereinafter referred to as the "County" or "Employer," and Marion County Employees Association (MCEA), hereinafter referred to as the "Union." The Employer recognizes that the Union affiliated with the Oregon State Employees Association (OSEA) on April 29, 1977. The Employer also recognizes that OSEA subsequently became the Service Employees International Union Local 503 (SEIU Local 503) and continues to recognize affiliation between MCEA and SEIU Local 503, hereinafter referred to as "SEIU." SEIU shall represent MCEA in contract administration and negotiations during the period of affiliation. Should this affiliation between the Union and SEIU cease at any time, this agreement shall continue to be operative between the Employer and the Union.

The purpose of this Agreement is to set forth the terms and conditions mutually agreed upon by the parties with respect to rates of pay, hours of work, fringe benefits and other conditions of employment and to provide for an equitable and peaceful procedure for the resolution of disputes.

It is understood and agreed that responsibility for the administration of employment conditions for Marion County is divided between the Marion County Board of Commissioners and the elected heads of departments covered by this agreement, and that compliance with the following articles, or portions thereof, shall be the responsibility of the Board or other appropriate elected officials, in accordance with such statutes.

The parties agree as follows:

ARTICLE 1 – UNION RECOGNITION

The Employer recognizes the MCEA Local 294/SEIU Local 503 as the sole and exclusive bargaining representative for ALL regular and temporary employees in positions, jobs, or classifications within the County's work Units 6 and 16 excluding supervisory employees, confidential employees or employees represented by other labor organizations, and employees considered prohibited from striking as defined in ORS 243.736.

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 workforce. 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 workforce 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 – UNION SECURITY

Section 1. Requests for Union membership, Union deductions, and Union cancellations shall first come to the Union. The Union will submit electronically all verified Union membership authorizations, Union deductions, and Union cancellations to the County. The County will process all requests received from the Union within the next biweekly pay period. Any written requests for Union membership, Union deductions, and Union cancellations which the County receives directly shall be promptly forwarded to the Union for processing. Dues will continue to be deducted until the employee rescinds the request in writing pursuant to applicable law. The Union will maintain the verification records (written, electronic, or recorded authorizations) and will provide copies to the County upon request.

Section 2. The authorization 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 Union dues commencing with the first paycheck following the employee's return to paid status.

Section 3. The aggregate deductions of all employees together with an itemized statement, including employee wages, shall be remitted to the Union no later than the tenth (10th) of the month following the month for which the deductions were made. The itemized listing of Union employees shall reflect employee wages and the amount of dues deducted. On a bi-weekly basis the County shall provide to the Union a list of members who are on leave without pay, have terminated employment, are newly hired, have retired or have changed units.

Section 4. The County agrees to automatically adjust the dues deduction for employees whose salaries increase or decrease during the term of this agreement.

Section 5. On a monthly basis, the County shall furnish an alphabetical listing electronically to the Union, by department, of the names and personal addresses, personal phone numbers, work phone numbers, County email address, membership status, full-time equivalent (FTE), employee number, continuous service date, classification, and work location of the employees in the bargaining unit. The County is not responsible for the accuracy of the information. Once per month, the Local President may request and receive a hard copy of this list.

Section 6. The Union shall indemnify and hold the Employer harmless from any and all claims, damages, suits, or other forms of liability that may arise from any actions taken or not taken by the Employer to comply 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

This article does not apply to temporary employees.

Section 1. Except where current practice is contrary, the regular hours of work each day shall be consecutive.

Section 2. Except as provided in Section 3 of this article, normally, a regular work schedule shall consist of five (5) consecutive working days, excluding continuous operations, and other departments and/or activities which may require an irregular workweek. During the term of this agreement, the County reserves the option of establishing a ten (10)-hour, four (4)-day workweek, which may be instituted in any particular work unit provided the employees affected are given ten (10) calendar days advance notice.

Section 3. Eight (8) hours of work 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) calendar 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 4. For employees who work in departments which have continuous operations (seven (7) days/week), whenever the normal workweek is modified, the employee will be given fifteen (15) calendar days advance notice, except in emergency work situations. The notice shall contain the effective date of change, the duration and the reasons for the change.

Section 5. Alternative Regular Work Schedules. Employees of the County may work an alternative work schedule. An alternative work schedule is a work schedule which may vary the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times may vary on a daily basis, but not necessarily each day, or any other schedule that does not exceed forty (40) hours in a workweek and is agreed upon in advance by the employees and the supervisor. All alternative work schedules must be approved in advance. An employee or group of employees of the County may request an alternative work schedule by submitting a request in writing to the immediate supervisor. This request shall outline the proposed schedule.

Requests will be responded to in writing with an approval or denial. No reasonable request shall be denied. No alternative schedule shall be arbitrarily rescinded. Special consideration may be given to an employee who demonstrates an unusual hardship. All requests for alternative schedules are subject to change based on the changing needs of the department and

subsequent requests to work an alternative work schedule. Daily overtime and shift differential will be waived to accommodate these requests.

Section 6. Flexing Work Time. The County may allow employees to modify their normal work hours within the workweek on an intermittent, temporary basis with prior supervisory approval, compatible with the operating needs of the County. Daily overtime and shift differentials will be waived to accommodate these requests. For the purpose of this section, employee requests to modify their normal work hours within the work week will not be arbitrarily denied.

Prior approval means prior to the modification of an employee's schedule. In the event of an unforeseen circumstance resulting in an employee starting a shift later than scheduled, the employee must immediately contact their supervisor and may request to flex their normal work schedule. If the request is compatible with operational needs, the supervisor may approve such a request and still meet the prior approval definition. This does not preclude management from taking appropriate action up to and including disciplinary action for any policy violations related to the employee starting a shift later than scheduled.

Whenever a mandatory work obligation falls outside of an employee's normally scheduled workday, with prior supervisory approval, the employee may request to flex their normal work schedule within the same workweek in lieu of pay or compensatory time at the overtime rate, compatible with the operating needs of the County.

Section 7. Floater Position. A "floater position" is a budgeted position that has been formally designated by the Human Resources Department as a "floater." The position will be within a specific classification and is an employee that rotates between specific shifts, days of work or site locations within a department for purposes including but not limited to vacation coverage, leave of absences, training, projects, and meetings.

The County may change a floater's scheduled shift with fifteen (15) calendar days advanced notice to the employee. The County may also change a floater's workdays with at least forty-eight (48) hours advanced notice to the employee. The notice shall contain the effective date of change, the duration, and the reasons for the change. The advanced notice can be waived with mutual agreement by both parties.

A floater's schedule, workdays, and assignments are designed to be flexible in order to accommodate the day-to-day operations of the department. Nothing in this agreement shall restrict an employee and the County from temporarily modifying the scheduled shift and workdays in emergency situations, for operational necessity, or when both parties mutually agree to the change.

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.

Section 2. All employees shall be granted an unpaid lunch period to be taken in the middle of each work shift. Unpaid lunch periods shall not be less than thirty (30) minutes nor more than one (1) hour in duration.

Section 3. An employee engaged in work requiring that they remain in their work area during the entire work shift shall be granted a lunch period with pay.

Section 4. 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
Martin Luther King's Birthday (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas 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 Holidays. For employees whose normal week is Monday through Friday, whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. If it falls on Sunday, the following Monday shall be considered to be the holiday.

For those employees whose workweek is other than Monday through Friday, whenever a holiday falls on their first day off, the preceding day shall be considered to be the holiday. If it falls on their second day off, the next day (following day) shall be considered to be the holiday.

When a holiday falls on a Monday or Friday giving the majority of County employees a three (3)-day weekend, employees whose days off are other than Saturday or Sunday may, with supervisory approval, choose to take the day preceding or the day after their weekend off as a holiday in lieu of taking the actual holiday, thus giving them a three-day weekend.

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 full time equivalent (FTE) is equal to or greater than 0.5 (50%).

When a part-time employee is not required to work the 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 4. Holiday Pay. It is the Employer's intention to provide paid time off for holidays whenever possible, either on the actual holiday or another day that same week.

If an employee is required to perform work on holidays which fall within the employee's workweek, the employee shall be compensated in pay at the rate of time and one-half (1 ½) 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 (1) 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.

Employees who are required to work on a regularly scheduled holiday may, in lieu of holiday pay provided for in this section, choose to take another day off within the same week with department head approval and will receive the number of hours regularly scheduled for that day as holiday pay.

Section 5. Temporary Employees. Temporary employees will be paid time and one-half (1 ½) for all hours worked on the holidays listed in Section 1 of this article. No other sections of this article apply to temporary employees.

ARTICLE 7 – VACATION LEAVE

This article does not apply to temporary employees.

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:

	Days Per Year	Hours Per Pay Period
Work Hours Per Week	40	40
Day one through 3rd year of continuous service	17	5.231
After 3rd year of continuous service through 5th year	18	5.538
After 5th year of continuous service through 10th year	19	5.846
After 10th year of continuous service through 15th year	22	6.769
After 15th year of continuous service through 20th year	24	7.385
After 20th year	27	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 Employer, however, shall not use this language unfairly or unreasonably to deny an employee's request for vacation. Supervisors shall approve or deny 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 approve or deny 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 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; provided, however, that an employee shall not be given this seniority consideration more than once every two (2) years. 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 the employee's appointing authority five (5) working days in advance, absent themself 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. 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 the employee 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. 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 Vacation Pay Upon Separation.

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

has served six (6) full calendar months and is separated from County service, the employee shall be entitled to cash compensation at the hourly rate the employee was 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, 2008, shall receive two (2) normal workweeks of vacation, to be taken as leave with pay or, at the employee's option, the employee 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.

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 period 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. Employees completing trial service prior to the end of the fiscal year will have their benefit prorated for that period between the employee's continuous service date and June 30th.

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

Sections 2 through 11 of this article do not apply to temporary employees.

Section 1. The County will follow any and all Oregon State sick time laws and regulations. The benefits provided in this article shall run concurrently with the County's statutory and regulatory obligations.

Section 2. Accumulation. 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. Sick leave shall be earned by each employee in a regular, part-time position whose budgeted full-time equivalent (FTE) is equal to or greater than 0.5 (50%). 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. When an employee is appointed to another department of the County, the employee shall retain accumulated sick leave. Sick leave usage shall be 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 accruals when unable to perform their work duties by reason of illness, injury or pregnancy; necessity for medical or dental care; exposure to a contagious disease, in which the health of the employee would endanger those they associate with, or the public, if such contact is necessary in carrying out the employee's duties; 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 required unless the absence is covered under protected leave.

Section 4. Sick Leave Investigation.

A. Sick leave time exceeding one (1) regular workweek may require evidence that the employee was under a doctor's care. An appointing authority may require certification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working.

B. If the employee is using sick leave in a manner that appears to the manager to be for a reason 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 manager may initiate an investigation by contacting human resources to discuss the details of the allegations.

If human resources concurs with the manager's assessment, human resources will begin an investigation using County resources and staff. Except for the collection of payroll data as part of the assessment process, staff working in the employee's usual worksite will not be required to assist in the investigation. As part of the investigation, the employee will be contacted and asked to provide information to address the Employer's concerns.

Upon completion of the investigation, human resources will relay the findings on a business need-to-know basis. All sick leave investigations will be conducted in a manner that will obtain the needed operational information while protecting the privacy of the employee.

C. 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 5. 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. The medical report shall be submitted to the employer and is the property thereof.

Section 6. Bereavement Leave.

A. The amount of authorized bereavement leave shall be the amount required under state and/or federal protected leave laws. The County shall provide for twenty-four (24) hours paid bereavement leave for each immediate family member which shall count towards the statutorily mandated leave if the employee qualifies. If remaining bereavement leave time is needed, an employee shall be allowed to use accrued leave, or leave without pay, at the option of the employee.

B. 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.

C. In the event all accruals have been exhausted, the employee will be granted up to five (5) days unpaid bereavement leave for each death of a family member as defined by the applicable state or federal law.

Section 7. Sick Leave Without Pay.

A. Sick leave without pay shall be granted for one (1) occurrence up to a 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. Any

exceptions to this will be subject to department head approval. 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's leave qualifies under the provisions of the Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA) or related federal or state law, any leave granted under the provisions of this section shall be counted against leave granted under the designated protected leave.

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 8. Sick Leave Accruals Following Reappointment or Recall from Layoff. An employee, who was previously employed within the last twelve (12) months, and who is rehired and qualifies for reappointment under the County personnel rules or following a hearing or layoff recall shall have the balance of their sick leave accrual restored. The amount of the restored accrual balance will be equal to the accrual balance of the last day worked.

Section 9. Notification. An employee who is ill and unable to report to work shall make a reasonable effort to notify their supervisor or designee as soon as the employee becomes aware that they will be unable to perform their assigned duties. Whenever possible, such notice should be at least within sixty (60) minutes before the employee's reporting time. Employees at twenty-four (24)-hour facilities 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 Employer 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 Employer may require the employee to keep the supervisor or designee advised of the employee's inability to report to work on a daily basis.

Whenever an illness requires the employee's absence in excess of five (5) working days, the employee shall make every reasonable attempt to notify the Employer as soon as possible.

Section 10. Separation. No compensation for accrued sick leave shall be allowed for any employee when the employee is separated from County service.

Section 11. Protected Leave. Employees who meet the requirements, may be eligible for protected leave 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), Oregon Military Family Leave Act (OMFLA), and Paid Leave Oregon (PLO).

Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), and Paid Leave Oregon (PLO) leaves run concurrently, as specified by law. Employees desiring to access their benefits under either law must notify their supervisor and HR Leave Administrator. While on FMLA or OFLA for their own serious health condition, employees will use sick leave first, then vacation, and then may choose to use other forms of leave prior to leave without pay, unless an exception is granted by the chief human resources officer or designee. While on FMLA or OFLA for the serious health condition of a family member or for parental leave (not to be confused with pregnancy disability), employees may choose to use other forms of paid leave prior to using sick leave. Sick leave and vacation must be exhausted prior to leave without pay.

Employees on FMLA/OFLA, for other than intermittent leave may elect in writing, at the onset of their leave, to retain up to forty (40) hours of sick leave. Employees with leave accruals are not eligible for donated leave.

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 12. Sick Leave Conversion. Regular employees working a forty (40)-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 forty (40)-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, Scheduling Vacations, subject to department approval.

Section 13. Definition of Family Members. For the purposes of this article, immediate family includes parent, child, sibling, spouse, grandparent, grandchild, equivalent in-laws, and

domestic partners. Relatives not listed who reside in the employee's household are also included in the definition.

For employees taking time off under a particular Oregon State and/or federal law, the definition of family member will be as defined by the appropriate Oregon State and/or federal law.

ARTICLE 9 – OTHER LEAVES

This article does not apply to temporary employees.

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. Employees who are excused from jury service before the end of their workday shall promptly report their availability for assignment to their supervisor. All jury fees, except mileage and meals, received by the employee, shall be turned over to the County.

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 court appearance before the end of their workday, shall immediately report their availability for assignment to their supervisor. All 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. Such leave requests shall not be arbitrarily denied or rescinded. 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 paid leave, excluding sick 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 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.

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. For reasons of sickness or physical disability, such leave requests shall be reviewed under Article 8, Section 7(B). For reasons not related to medical issues, such leave requests shall be decided by the department head and shall not exceed one (1) year.

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, their position shall thereupon be declared vacant and the employee terminated.

Section 8. 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 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, Section 4, Scheduling Vacations.

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 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 to include, but not limited to, options that are available through the Public Employee Benefits Board (PEBB) and the Oregon Educators Benefit Board (OEBB).

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 (3/4) vote, reach agreement on recommendations. If unable to reach agreement by consensus or vote, the HR 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 fourteen (14) voting members with equal numbers representing the Employer and the unions, with at least four (4) members representing MCEA.

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 October 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 remainder of benefit plan year January 1, 2026, to December 31, 2026.

B. The County agrees to contribute up to two thousand one hundred dollars ($2,100) per employee, per month, for health, dental, and vision benefits for the benefit plan year January 1, 2027, to December 31, 2027.

C. The parties will reopen in June 15, 2027, to negotiate only for health insurance contributions for calendar year 2028. Starting June 15, 2027, the parties will meet weekly, if unable to reach an agreement, either party may request mediation beginning July 16, 2027. The parties mutually agree to shorten the time period for bargaining to 30-days, each party retains all other rights under ORS 243.712.

ARTICLE 11 – WAGE ADJUSTMENT

Sections 7 through 13 of this article do not apply to temporary employees.

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

The parties agree the Employer will contribute 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 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 (1) or more members of the Board of Commissioners or any officer or employee of the County as a result of such determination, the Union, 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 (1) year from the expiration of all appeals applicable to the determination necessitating the implementation. Nothing in this agreement shall prevent Marion County and the Union 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 Union agrees to join with the County in litigation defending the terms of this agreement.

Should any of the provisions of this agreement be found by a court of competent jurisdiction to be unlawful or unenforceable, all other provisions of the agreement shall remain in full force and effect.

Section 2. Employees will be paid biweekly. Paydays will be on Tuesdays except when Tuesday is a holiday in which case employees normally will receive their paychecks prior to the holiday unless the payday is in the subsequent year.

Section 3. Cost-of-Living Adjustment. Effective September 13, 2026, 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. Effective September 13, 2026, all full-time employees and all part-time employees working fifty percent (50%) or more shall receive two dollars ($2.00) per hour for shift differential for all regularly scheduled time which falls between the hours of 6:00 p.m. and 6:00 a.m. Employees whose regularly scheduled shift does not fall between the hours of 6:00 p.m. and 6:00 a.m. will not receive a shift differential, even if they are required to work past the hour of 6:00 p.m.

Section 6. Bilingual Skills Differential. Employees, whose regular duties include the use of bilingual, multilingual, or American Sign Language (ASL) skills, and who are assigned by their supervisor to translate, assist in translation, or otherwise utilize such skills 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 language proficiency examination approved by the Employer.

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. Cell Phone Pay.

A. Assignment. The County will determine whether cell phone assignments are required to meet a department's business needs and when such duties are assigned to employees or supervisory staff. The duty of carrying the cell phone will rotate weekly among employees who are qualified for said duty. Rotation shall be mandatory. Qualifications will be determined by the County in consultation with the affected employees. The County shall endeavor to maintain as many qualified employees as possible for carrying the cell phone so as to minimize the number of times an employee will be required to carry the cell phone during a calendar year.

B. Duties. The employee assigned to the duty will be responsible to answer after-hour calls for Marion County.

The employee will determine the likely nature of the emergency and the resources needed to correct the problem. The employee will see that those resources are appropriately assigned and will remain available to follow up by assigning additional resources, as needed. If qualified, the employee may assign themself to correct the problem.

In the event the employee is called for a non-emergency, they may delegate response to the next business day and may request management to review the incident. Management shall encourage the reporting of calls that may not have been emergencies.

The County will develop a list of the qualifications of the employees and those employees will be called as the first resource for meeting said emergencies. The County will provide a list of contractors who can be called in the event no employee is qualified or available. The County reserves the right to review such assignments for appropriateness and take actions to correct future assignments up to and including removing employees from cell phone duty if, in the judgment of the County, they are not capable of effectively performing the duties.

A cellular phone and will be provided, by the County, at the beginning of the employee's cell phone duty week.

The employee assigned the cell phone duty may seek a voluntary trade with someone else on the list of those qualified to carry the cell phone. No employee will be required to trade. The employee will be responsible for notifying management that such a trade has occurred.

It shall be management's responsibility to fill unanticipated vacancies in the rotation by use of volunteers. If a volunteer is not available, the duty may be assigned to any employee on the list of qualified employees. In the event that the number of qualified employees changes, the rotation may be changed to match.

C. Transportation. All transportation costs to and from the primary worksite will be the responsibility of the employee.

D. Compensation. Employees assigned to cell phone duty shall receive two hundred fifty dollars ($250.00) for each week assigned to cell phone duty or two dollars and three

cents ($2.03) per hour for daily cell phone duty. The parties agree that this will be the sole compensation of this cell phone duty.

Compensation for employees assigned by the person with cell phone duty, after normal working hours, to correct problems will be set by the overtime and call back pay provisions of the collective bargaining agreement. Said provisions are not modified or changed by the terms of this agreement.

Section 9. Call Back Pay (Overtime Eligible Employees Only). Call back occurs when 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. The department head shall not be obligated to work the employee more than twelve (12) consecutive hours. 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 three (3) hours' pay at the overtime rate. After three (3) hours' work, in each call back situation, the employee shall be compensated at the appropriate rate of pay for the remaining time worked. Call back pay begins when an employee reaches their primary work location or the location to which they were called. Call back pay ends when the employee ends work at their primary location or the location to which they were called.

Section 10. Telephone Call Pay. The County agrees to compensate overtime-eligible employees of the department's compensatory time (calculated at a time and one-half rate) earned through telephone calls received or made, for job related purposes outside of their normal working 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-hours, work-related phone calls.

Section 11. Lead Work Differential. If an employee is assigned lead worker duties, the employee shall receive a five percent (5%) differential for all hours worked. Employees whose classification specification includes lead work er duties shall not be eligible for the lead work differential.

Section 12. 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.

Section 13. 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.

Section 14. Mobile Crisis Duties with Law Enforcement. If an eligible employee is assigned to crisis duties as a co-responder with law enforcement in a community setting, the employee shall receive a five percent (5%) differential for all hours worked.

Section 15. Floater Pay. The Employer shall pay employees assigned to a "floater position" a five percent (5%) differential to compensate for the irregularity of the schedule.

ARTICLE 12 – ADMINISTRATION OF PAY PLAN

Section 2 of this article does not apply to temporary employees.

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. Temporary employees were moved from the non-K Pay Plan to the K Pay Plan effective the beginning of the first pay period after July 1, 2015.

Section 2. Administration of Compensation Plan.

A. Rates of Pay. Each employee shall be paid at one (1) of the rates in the pay range for their classification.

B. Entrance Pay. Normally, an employee will be appointed or reinstated at the entrance rate for the classification. If an appointing power 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 they have 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 employees are granted their first in-range merit increase to the next 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. New employees 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 new employees are appointed above the minimum step of the pay range for their classification, 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, they 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. If the reduction is more than one (1) pay range, the decrease will occur incrementally not to exceed three (3) years. Incremental decreases will occur annually beginning one (1) year from the effective date of the reclassification. At the end of the third (3rd) year, the employee's rate of pay will be adjusted downward to the lower pay range. The pay range adjustments will be aligned with the beginning of the pay period closest to the anniversary of the effective date of the reclassification that does not negatively impact the employee. 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 Union, 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. Recoupment of Wage and Benefit Overpayments and Underpayments.

1. Overpayments. In the event that an employee receives wages or benefits from the County to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the County shall recover the overpayment as follows:

a. Provide written notice of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid, within ten (10) calendar days from the date of discovery;
b. The County shall be limited in using the payroll calculation and deduction process to a maximum period of two (2) years before the notification.
c. Overpayment of five percent (5%) or less of an employee's biweekly gross salary will be recovered in one (1) lump sum on the next available pay period.
d. For overpayments exceeding five percent (5%) of an employee's biweekly gross salary, the following shall apply:
    i. The employee and the County will meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) days following written notification.
    ii. If there is no mutual agreement at the end of the thirty (30) calendar day period, the County shall implement the repayment schedule stated in subsection (D) (C) below.
    iii. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular biweekly gross salary, the overpayment shall be recovered in biweekly amounts of five percent (5%) of the employee's biweekly gross salary through payroll deduction, beginning on the next available pay period, until the amount is paid in full.
e. An employee who disagrees with the County's determination that an overpayment has been made to the employee, may grieve the determination through the grievance procedure.
f. If an employee leaves Marion County prior to full recovery of the overpayment, the balance owing shall be deducted from the employee's final paycheck.
g. This Section does not waive the County's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time. This includes, but is not limited to payroll withholding, collection efforts, and correcting adjustments.

2. Underpayments. In the event the employee does not receive the wages or benefits to which the employee was entitled which the record/documentation has for all times indicated, the employee may report such underpayment to the Employer. All confirmed underpayments shall be repaid in accordance with State wage and hour laws, pursuant to ORS 652.120. The County shall correct such underpayment made within a maximum period of two (2) years before the notification.

ARTICLE 13 – OVERTIME

This article does not apply to temporary employees.

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 recognized in Article 6, Section 1; 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 in a workday for full-time employment.

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 supervisor, 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 supervisor, 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 ½) 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 forty (40)-hour accrual cap on compensatory time. The employee may elect to take the compensatory accrual as pay with department head approval. 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 (FLSA). If there is a conflict between this section and the FLSA, the FLSA controls.

Some employees in the bargaining unit may be exempt from overtime compensation under the Fair Labor Standards Act. If the employee is exempt under the FLSA from overtime

compensation, the employee shall not be entitled to overtime or compensatory time under the terms of this agreement.

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. Overtime shall be distributed equally, as is feasible, among regular employees customarily performing and qualified to perform the kind of work required by the overtime assignment.

ARTICLE 14 – TRAVEL ALLOWANCES

This article does not apply to temporary employees.

Section 1. Cost of In-State Transportation. All in-state travel bookings 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. Travel arrangements will be made by the Employer 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.

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. 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. During approved travel related to County business, meals and incidentals will be paid for by either a procurement card ("PCard") or per diem rate. The option chosen will apply to the entire trip. (Tips and gratuities for meals are included as part of the per diem rate.) If the per diem rate is not used, detailed original receipts are required for all meals when using a procurement card. The per diem rate is the rate established by the U.S. Government General Services Administration (GSA) for government travel. This rate is determined by city, county and state traveled to and can be obtained at http://www.gsa.gov/perdiem. When using the per diem rate, it is the responsibility of the employee or department to attach documentation on the allowable GSA rate to the request for reimbursement.

Section 4. Meal Requirements for Reimbursement. Reimbursement for meals shall only be provided for travel 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.

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 use a private vehicle for County business are required to 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. The County shall continue to provide gloves and coveralls. The County shall provide protective clothing for employees applying herbicides including rubber boots, gloves and impervious coveralls. 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 – ANNUAL PERFORMANCE EVALUATIONS

This article does not apply to temporary employees.

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

Section 2. General Policy. It is the policy of the Employer 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. Leave balances and use of protected leave shall not be included in the employee's evaluation.

Section 4. Procedure.

A. Supervisor Review. At least once each year, supervisors shall meet individually with their employees to review the employees' work performance. 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 performance evaluations when necessary and shall meet with the employee or supervisor to discuss problems in the evaluation. Any comments or changes 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. There will be no reference made to discipline received by an employee in their performance evaluation, but the basis for the discipline will be described.

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 Employer agrees to implement mutually agreeable changes in a timely fashion.

ARTICLE 17 – 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, religion, sex, physical or mental disability, national origin, sexual orientation, Union membership, 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 Union.

Section 2. Sexual Harassment. Sexual harassment is considered a form of sex discrimination. No employee shall be subjected to sexual harassment by the Employer, Union, or other bargaining unit members. The County is committed to a sexual harassment-free work environment and will take appropriate measures to promote a safe work environment, pursuant to the County's Discrimination and Harassment Free Workplace Policy and Procedures (602, 602-A, and 602-B).

Section 3. Union Activities. Union 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 Union membership during working hours when such soliciting would interfere with the performance of an employee's duties.

Section 4. Bulletin Boards. The Employer agrees to authorize the use of bulletin board space in convenient places to be used by the Union in communicating with employees.

The Union 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 5. Courier Service. The Union shall be allowed to use the County courier service for distribution of Union business materials to bargaining unit employees.

Section 6. Negotiations. Negotiations between the parties conducted during the open period(s) as provided by Article 33 – Life of Agreement and Termination shall be held during non-working hours, unless otherwise mutually agreed. The Union's bargaining committee shall be limited to ten (10) members of the Union if negotiations are during working hours. Bargaining committee members will be released for bargaining one (1) hour in advance of each session for preparation

and additionally, for one (1) full regular workday for Union bargaining team members' preparation for negotiations.

Section 7. Rights and Obligations. The Union and the Employer agree that there must be mutual respect for the rights and obligations of the Union, the Employer and the representatives of each.

Section 8. Use of County Equipment. Union officers, stewards and committee representatives 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 Union communications on breaks and lunch hours.

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. 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 policy. The Union shall pay when there is an associated cost required by County policy.

Section 9. 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 SEIU Local 503 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 Employer 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 fourteen (14) members. Seven (7) members shall be appointed by the Union and seven (7) members appointed by County management.

C. Operational Guidelines. The committee shall operate by consensus. Any issue affecting labor relations, as defined by the committee, may be brought before the committee for consideration. The meetings will be facilitated by rotation of its members. A staff representative from the Union and County management may participate in committee operations and provide counsel to the members but shall not have voting rights. The committee shall keep a record of its activities and make a reasonable effort to communicate its actions to and receive input from the employees of Marion County.

Section 10. Labor-Management Budget Process. The Employer will continue to encourage the involvement of the employees in the budget process.

ARTICLE 18 – EDUCATIONAL ASSISTANCE

This article does not apply to temporary employees.

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 Employer.

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

Section 5. In instances where the work of the Employer 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 UNION ACTIVITIES

Section 1. New Employee Orientation. A representative of the Union shall be granted time off with pay for a presentation on behalf of the Union during the Employer's new employee orientation. There will be a Union presentation on paid time for all newly hired bargaining unit employees. The purpose of the presentation shall be to identify the organization's representation status, provide information on the Union and distribute and collect membership applications.

The County will provide the Union an annual calendar, with dates and locations, of new employee orientation. Any changes to this calendar will be provided to the Union with reasonable notice.

A list of new employees shall be delivered electronically within ten (10) calendar days from the date of hire for newly hired employees to the SEIU organizer and the Union president for the purpose of these orientations. The list of new employees shall include an alphabetical listing, by department, of the names and personal addresses, personal phone numbers, work phone numbers, County email address, membership status, full-time equivalent (FTE), employee number, continuous service date, classification, and work location.

Section 2. Meetings. Meetings between the Employer and the Union 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 Union, exclusive of any aggrieved employee, may be limited to two (2) without loss of pay.

Section 3. Union Business. Official delegates shall be granted up to four (4) days leave of absence to attend the biennial General Council of the SEIU Local 503. Employees may, at their discretion, use vacation, compensatory time, or will be granted leave without pay for attendance of General Council.

Subject to the operating requirements of the department, employees may take extended leave without pay when taking elected or temporary staff positions with the Union. Leave without pay is limited to one (1) year unless the personnel officer grants an exception.

Section 4. Union Officers. The president, vice-president, secretary, treasurer, immediate past president, chief steward, and four (4) board members at large of the Union will be granted reasonable time to meet with employees, managers, executive staff and elected officials to discuss contract administration.

Section 5. Committee Members. All employees elected or appointed by the Union to serve on County-wide management and labor committees 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 6. Union Stewards. The employees in the bargaining unit shall be allowed Union stewards. The Union shall select stewards in the numbers and locations needed to serve its represented employees. The Union shall notify the County, semi-annually and in writing, of all employees who will act as Union stewards.

Reasonable paid release time will be granted to stewards to:

A. Investigate and process grievances and other workplace related complaints.

B. Provide orientation to all new employees.

C. Meet with employees and management to discuss contract administration.

D. Represent employees in meetings with management regarding written work plans.

E. Attend investigatory meetings and due process hearings involving represented employees.

A steward-in-training may have another steward accompany them through any of the above processes on paid time. This training will be limited to twelve (12) months of active training.

Section 7. 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.

B. The officer, employee or steward shall be responsible to notify their supervisor when they are leaving the worksite under the provisions of this article. In addition, the Union steward 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 (2) parties, the chief human resources officer or designee and the Union 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 Union 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 8. There shall be no reprisal, coercion, intimidation, or discrimination against any Union steward for the conduct of the function described herein.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

This article does not apply to temporary employees.

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 (1) 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. 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, 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 with a copy to their steward of record at least two (2) twenty-four (24)-hour working days prior to the date of the due process meeting. Extensions requested by the steward will not exceed three (3) additional twenty-four (24)-hour working days to respond to the statements in the notice including providing mitigating evidence. The County and the Union may, by mutual agreement, extend the time to respond past the two (2) or five (5) days.

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 local Union president, local chief steward, SEIU Member Resource Representative, and the employee. Suspension, reduction in pay 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 other than suspension, reduction in pay or dismissal, may appeal such action pursuant to Article 21 – Grievance and Arbitration Procedure. Suspension, reduction in pay 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, reduction in pay or dismissal. Letters of reprimand and oral reprimands 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.

Section 5. Any disciplinary action (including but not limited to oral reprimands, written reprimands, suspensions, 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 MCEA Union President, Chief Steward, and the SEIU Organizer.

Section 6. Notifications to employees for investigatory meetings shall be provided as soon as practical to the MCEA Union President, unless the employee requests the Union not be notified. The notice provided to the Employee will include a list of current MCEA stewards.

Notice to employees of placement on paid administrative leave will be provided as soon as practical to the MCEA Union President and Steward of Record (if applicable).

ARTICLE 21 – 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 Union, which involves the interpretation, application of or compliance with the provisions of this agreement. Temporary employees may only file grievances related to contract interpretations and not arising from oral reprimand, written reprimand, suspension, reduction in pay, or termination.

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.

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 Union steward. 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. The parties shall hold one (1) 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. Grievances arising from suspension, reduction in pay, or termination are to be initiated at Step 2 of this grievance procedure.

Step 2 (Formal Grievance)
If the grievance has not been resolved in Step 1, the Union shall file a formal written grievance with the department head. The grievance shall be filed by a Union representative within forty (40) working days of the original written request for a Step 1 meeting. Grievances arising from suspension, reduction in pay, or termination must be filed no later than ten (10) working days after the effective date of the suspension, reduction in pay, or termination. A copy of the formal written grievance shall be sent to human resources.

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 Union representative within ten (10) working days after receipt of the formal grievance in an effort to resolve the complaint. The department head 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 Union.

If the parties fail to mutually select an arbitrator within thirty (30) working days of the Union's request to arbitrate, the Oregon Employment Relations Board shall be requested by either party or both parties to provide a panel of five (5) arbitrators. Both the County and the Union 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.

Costs of the arbitrator shall be borne equally by both parties. 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**
Discipline, suspension, reduction in pay, or termination (Does not apply to temporary employees)	Within ten (10) working days after the effective date of the discipline.		Department Head – 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 20, Section 4 (Does not apply to temporary employees)	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.	Department Head – 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.**	**Department Head – 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 22 – PERSONNEL FILE

Section 5 of this article does not apply to temporary employees.

Section 1. Human resources shall maintain a personnel file of each employee in County service. This file shall be the official file of the Employer 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 written request to do so. An employee may also inspect the contents of any supervisory files maintained on the employee. An employee's official representative, with the written permission of the employee, may inspect their personnel file.

When requested, the employee and/or their Union representative will be provided access to the personnel file within five (5) business days of the request and to the supervisory file within five (5) business days of the request.

Section 3. No information reflecting critically upon an employee shall be placed in the employee's personnel file maintained in the human resources office 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. After the three (3) year period, 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/DESK AUDIT PROCEDURE

This article does not apply to temporary employees.

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. Human resources shall have ninety (90) calendar days to respond to the employee with a decision from the date human resources receives all necessary information from the employee, unless an extended time is mutually agreed upon in writing by human resources and the employee.

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, including a denial of a reclassification, 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 Board of Commissioners. The Board of Commissioners 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 Board of Commissioners shall give at least three (3) days prior notice to the interested parties. Following the hearing, the Board of Commissioners shall render its 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 lower pay range, the reduction in wages shall not occur until one (1) year after the effective date of the reclassification. If the reduction is more than one (1) pay range, the decrease will occur incrementally not to exceed three (3) years. Incremental decreases will occur annually beginning one (1) year from the effective date of the reclassification. At the end of the third (3rd) year the employee's rate of pay will be adjusted downward to the lower pay range. The pay range adjustments will be aligned with the

beginning of the pay period closest to the anniversary of the effective date of the reclassification that does not negatively impact the employee.

Section 5. In the event that an employee's position is reclassified upward, the effective date will be the first full pay period after approval by the board of commissioners or designee. 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 or recommendations related to proposed changes of job classifications or proposed new job classifications will be sent to the Union president and the Union organizer.

ARTICLE 24 – LAYOFF

This article does not apply to temporary employees.

Section 1. Definition. 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 thirty (30) days prior to the effective date of layoff. A copy of the notice will be sent to the MCEA Union President and the SEIU Union Organizer.

Section 3. Seniority Credit.

A. Seniority – One (1) point per continuous month of County service.

B. 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 dates of employment, 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 Union 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 Union 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 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 within one (1) year, shall regain previously accrued seniority credits.

H. Loss of Service. Any employee with regular or trial service status who separates from County service for reasons other than a layoff and subsequently returns to County employment shall not regain previously accrued seniority credit if the break in service is for more than ninety (90) calendar days.

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.

Section 6. Other Employment Options. Any laid-off employee shall be eligible to receive priority placement to a vacancy in another department provided the employee responds to a notice of vacancy by contacting human resources in writing prior to the closing date. The employee must complete a job application in order for the County to verify that the employee is qualified for the position.

If the County determines that the employee meets both the minimum requirements for the classification and the specific qualifications for the position, as determined by the department head, the department shall offer the position to the employee. In the event that more than one (1) employee is under consideration, the department shall select the employee they feel is most qualified.

The department shall have a trial period not less than two (2) weeks or more than six (6) weeks to determine if the employee meets the specific requirements of the job. If the department determines the employee is not performing the requirements of the job, the employee will be given notice of the employee's performance deficiencies at least two (2) weeks prior to the expiration of the trial period. If, after receiving the notice, the employee is still not meeting department standards, the department may terminate employment provided reasons for the termination are in writing and are based on reasonable performance standards.

The decision to reject appointment based on not meeting the specific performance related qualifications is not subject to the grievance procedure.

Employees who do not meet the specific requirements of a position and are removed during the trial period shall be returned to their original department layoff list.

Section 7. Notice of Recruitments. Employees who have been laid off will receive notice of MCEA-represented positions opening for open competitive recruitment that are the same or lesser pay range from the classification they held at the time of layoff. These notices will be sent to the employee's last known address for up to two (2) years from the date of layoff.

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 meets the subject matter expert (SME) review and applicable testing criteria, shall be placed on any open list of the classification of which they applied for, and the top three (3) will be offered an initial interview.

Section 4. Any employee who interviews for a vacant position but is not selected may request within twenty (20) working days in writing the reasons for non-selection. The appointing authority shall provide a written response within ten (10) working days of receipt of the request.

Section 5. The Employer agrees to review recruitment procedures with the Union 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 Employer's internal recruitments.

ARTICLE 26 – TRIAL SERVICE PERIOD

This article does not apply to temporary employees.

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.

Initial trial service begins on the date of most recent hire and ends six (6) continuous months from that date of hire.

Example: Initial trial service for an employee hired on January 15th expires at the end of the workday on July 15th.

Section 2. New employees shall serve an initial 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, 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 position unless that position no longer exists or is no longer vacant. Employees who fail their trial service period 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 5. A trial service employee serving as a result of an internal appointment who fails to qualify in the new position for reasons other than misconduct, and who was a regular employee before the internal appointment, shall be reinstated to the employee's former position, if within the same department, unless that position no longer exists or is no longer vacant. Employees who fail their trial service period 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. If an employee is reassigned (when an employee moves from one (1) position to another position in the same classification and department without going through the recruitment process) after completing their trial service period in that classification, the employee will not need to complete a new trial service period. If the employee did not complete their trial service period in the classification, the employee must complete the remainder of their trial service period in the new position.

Section 7. Removal During Trial Service Period. An appointing authority may dismiss an employee at any time during an employee's 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 8. Prior to completion of an employee's trial service period, human resources will request the appointing authority 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 unsatisfactory, the appointing authority shall either work with the Union president or vice president and human resources to extend the employee's trial service or will dismiss the employee. Extension of trial service will not exceed twelve (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 Union 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 Union or any individual employee covered by this agreement is hereby superseded by the terms of this agreement.

ARTICLE 29 – SAVINGS CLAUSE

If any provision of this Agreement is determined by a court of competent jurisdiction or rendered unlawful by state or federal law, such provision shall be deemed modified or severed only to the extent necessary to comply with the law. All remaining provisions shall continue in full force and effect for the duration of this Agreement. Upon issuance of such a decision, the parties agree promptly to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 30 – NOTICES

Section 1. Prior to planned adoption, the County shall provide to the Union president and organizer 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.

Section 2. The Union shall have the opportunity to request a meeting of the Labor-Management Committee for the purpose of providing comment or seeking clarification of the intent of the proposed new or modified rule, policy, and/or procedural statement.

Section 3. The parties agree that the demand to bargain period required under ORS Chapter 243 shall be waived for the time needed to conclude or reach impasse at the Labor-Management Committee meeting. This article nor any other provision of this agreement shall constitute a waiver of the Union or the County's rights pursuant to ORS Chapter 243, to bargain on new rules, policies, and procedures and/or changes in current rules, policies, and procedures that are mandatory subjects of negotiations. The County agrees not to raise timeliness defenses to those issues brought by the Union to the Labor-Management Committee for comment or clarification pursuant to the terms of this article.

ARTICLE 31 – JOB SHARING

This article does not apply to temporary employees.

Section 1. Any employee who wishes to work in a job share position may make a written request to the department head. The request shall include the agreement between the two (2) employees who will be sharing the position. The department head may approve or deny the request based upon the operating requirements of the department and the job required qualifications of the position being considered for job share. No reasonable request shall be denied. No current employee shall be forced to participate in a job sharing position if participation results in a loss of pay or benefits.

Section 2. The employees involved in the job share must develop an agreement that designates which employee will accrue the health, dental, life, and long-term disability benefits. Changes to the agreement may only be made during the annual Marion County open enrollment period or if the job share agreement is ended.

Section 3. Vacation leave, sick leave, holidays, and personal holidays may be prorated provided the total cost to Marion County paid to the job share employees never exceeds one (1) full-time position, including all benefits.

Section 4. When a vacancy occurs in a job share agreement the remaining job share employee will be responsible for fulfilling all of the duties and FTE requirements of the position.

ARTICLE 32 – CONTRACTING OUT

This article does not apply to temporary employees.

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 Union 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 Union 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 Union 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 Union 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 Union shall meet within five (5) working days of the delivery by the County to the Union of all pertinent information upon which the County based the decision to contract out. The Union shall have thirty (30) days to submit an alternative proposal. No contract will be awarded pending the timely receipt of the Union's proposal. If the Union'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 Union proposal.

Should any full-time bargaining unit member be laid off or displaced as a result of contracting out, the County and the Union 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 Union 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.

Section 4. The County will supply the Union, by February and September, a list of contractors it is currently using to fill bargaining unit positions, the name of the employees working for the County under that contract, their department, their classification, and their start date.

ARTICLE 33 – 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.

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 appropriate elected official or department head, human resources, and the designated representatives of the Union 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 adoption of this agreement or reached as a result of the process noted above shall become void and invalid.

ARTICLE 34 – TEMPORARY EMPLOYEES

Section 1. Definitions.

A. Temporary Employee is a person who is employed by Marion County in a non-budgeted position defined as:

1. On-Call/Relief: a temporary employee who is part of a pool of employees who are available for shift coverage as needed. These employees are not guaranteed hours, schedules or shifts;

2. Seasonal: a temporary employee with a specific assignment due to an influx of work during a particular re-occurring portion of the year not to exceed six (6) months in a calendar year. Seasonal employees may be scheduled to work up to a maximum of one thousand forty (1,040) hours in a fiscal year and no more than one thousand five hundred (1,500) hours in a calendar year. Assignments can be part-time or full-time depending on the workload need;

3. Standard Temporary: a temporary employee hired for a specific assignment, project or short-term needs (vacancy/leave of absence/project/influx of workload). Standard Temporary employees may be scheduled to work up to a maximum of one thousand forty (1,040) hours in a fiscal year and no more than one thousand five hundred (1,500) hours in a calendar year. Assignments may be part-time or full-time.

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.

Section 2. Policy. No temporary employee can perform temporary work for more than one thousand forty (1,040) 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. Once the temporary employee has performed temporary work for one thousand forty (1,040) hours in a fiscal year, the temporary employee shall be terminated and the Employer will not hire another temporary employee for the same duties in the same fiscal year unless the department is granted an extension by the Labor-Management Committee or the department has requested and the Employer has approved a budgeted position.

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) 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 deadlines. Any extension granted by the Labor-Management Committee will result in the employee continuing their employment as a temporary employee doing temporary work.

Section 4. Application of Contract Articles. The following articles apply in their entirety to Union represented temporary employees:

Preamble, 1, 2, 3, 5, 15, 17, 19, 25, 27, 28, 29, 30, 33, 34, and 35

All other articles within this agreement either do not apply to temporary employees or specifically note which sections apply within the individual article.

Section 5. Letters of Agreement. Letter(s) of agreement between the County and the Union do not apply to temporary employees unless specifically stated in the letter(s) of agreement.

ARTICLE 35 – DRUG AND ALCOHOL FREE WORKPLACE

Section 1. The Union and the County agree that the terms and conditions of federal regulations as applied to employees under CDL and Coast Guard licensing will continue to apply for drug testing and random drug testing.

Section 2. The Union agrees to the reasonable suspicion testing as outlined in the County's Drug and Alcohol Free Workplace Policy.

A. Supervisors will advise employees that they may request a steward be present as an observer during the testing process if a steward 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 3. The County agrees to the following declaration of intent as to the application of that policy to the Union and its members:

A. The County agrees that managers will be held to the same standards and conditions under the Drug and Alcohol 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 Union stewards and officers as provided to managers in the implementation and application of the Drug and Alcohol Free Workplace Policy.

E. The Union 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 Free Workplace Policy shall only be valid if negotiated and agreed to and signed by the County, the Union, and the employee.

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

FOR THE UNION

By: Melissa Unger
Melissa Unger
Executive Director, SEIU Local 503

By: Joe LeBlanc
Joe LeBlanc
Bargaining Strategist, SEIU Local 503

By: Kristina Ballow
Kristina Ballow, MCEA President

By: Walt Wick
Walter Wick, MCEA Vice President

By: Amanda M Farrar
Amanda Farrar, MCEA Secretary

By: Steven Jackson
Steven Jackson, MCEA Chief Steward

By: Karen Hilfiker
Karen Hilfiker, MCEA Member-at-Large

By: _____
Chris Rutter, MCEA Member-at-Large

FOR MARION COUNTY

By: _____
Colm Willis, Chair

By: _____
Kevin Cameron, Commissioner

By: _____
Danielle Bethell, Commissioner

By: 11/3/26
Jan Fritz
Chief Administrative Officer

By: _____
Salvador LLerenas
Chief Human Resources Officer

By: Michelle Teed
Michelle Teed
Human Resources Labor Counsel

Journeyman's Card or Trades License
Letter of Agreement

I. PARTIES

The parties to this agreement are the Marion County Business Services Department and Marion County (hereinafter, "the County") and the Marion County Employees Association (MCEA) Local 294/Service Employees International Union (SEIU) Local 503 (hereinafter, "the Union").

II. PURPOSE OF THE AGREEMENT

The purpose of the agreement is to provide a five percent (5%) differential pay to those building maintenance specialists senior building maintenance specialists, and facilities maintenance and systems coordinators who possess a valid journeyman's card or trades license related to the performance of maintenance and repair work essential to the function of County buildings, which allows the County to complete work that would otherwise be contracted out at a greater expense.

III. AGREEMENT

The parties agree that employees who possess, have made it known to their supervisor, and have provided verification of a valid and current journeyman's card or trades license related to the performance of maintenance and repair work essential to the function of County buildings shall receive a five percent (5%) differential for all hours worked while in possession of a valid journeyman's card or trades license. Maintenance of valid and current journeyman's card or trades license will be the sole responsibility of the employee. If the Journeyman's card or trades license is suspended, revoked, or in anyway invalid, the employee shall no longer qualify for the five percent (5%) differential.

IV. CONCLUSION

The chief administrative officer, appropriate elected official or department head, human resources, and the designated representatives of the Union, to be valid, must sign any letters of agreement. Such letters of agreement shall be attached and made part of the collective bargaining agreement. This agreement is made without precedent to either party and may not be used by either party in current or future negotiations.

Termination of agreement: unless otherwise negotiated through the bargaining process this agreement shall end June 30, 2028.

FOR THE UNION

Kristina Ballow
Kristina Ballow
President, MCEA/Local 294

10/28/26
Date

FOR THE COUNTY

Jan Fritz
Chief Administrative Officer

11/3/2026
Date

Joe LeBlanc

Joe LeBlanc
Bargaining Strategist, SEIU Local 503

10/28/2026
Date

Melissa Unger

Melissa Unger
Executive Director, SEIU Local 503

10/29/26
Date

Salvador LLerenas
Chief Human Resources Officer

11/2/26
Date

Michelle Teed

Michelle Teed
Human Resources Labor Counsel

10/30/26
Date

Oracle Pay Incentive
Letter of Agreement

I. PARTIES

The parties to this agreement are the Marion County Information Technology Department (hereinafter, "the County"); and the Marion County Employees Association (MCEA) Local 294/Service Employees International Union (SEIU) Local 503 (hereinafter, "the Union"). The purpose of this agreement is to create a category of pay for certain represented employees in the Information Technology Department.

II. AGREEMENT

Oracle Pay Incentive:

The County and the Union agree to the following:

TYPES OF COMPETENCY PAY & POTENTIAL AMOUNTS

Incentive Type	Annual Max.	% of Max. Based Upon
Oracle Testing	$1,500	Testing
Oracle Experience	$1,500	Years of Oracle Experience
Performance in Oracle Assignment	$1,500	Meets Standards or Better Performance Rating

ELIGIBILITY FOR INCENTIVE: Employee must:

1. Be assigned in a job class and position designated as eligible

   Eligible job classes: programmer analyst 3/Oracle developer, data base administrator, senior data base administrator, AND

2. Be assigned in a regular work assignment specifically designated to work in Oracle applications and technology more than 50% of the time, AND

3. Meet the qualifications outlined for the testing-based component defined below, AND

   Maintain standard performance: No type of competency pay will be paid to any employee if the employee's performance is deemed below standard. An employee receiving any type of competency pay will have that pay discontinued immediately if sustained performance degenerates markedly at any time. Subsequent eligibility will depend on again achieving satisfactory performance during the ensuing performance review period.

QUALIFICATION TO RECEIVE INCENTIVE PAY: In A and B below, earned competency incentive pay will be paid as a lump sum payment at the end of the first year from hire date or start of Oracle assignment. Thereafter, earned competency pay will be paid biweekly. If an employee leaves the County, no further amount is due.

A. For newly hired employees:
Attainment of career status by completion of one (1) year of continuous service with satisfactory performance

B. For career status employees (employed with the County more than one (1) year):
Satisfactory performance during the first year of the regular Oracle assignment with the Information Technology Department

Testing-Based component: An employee must successfully pass an Oracle skills test to be determined and provided by the Information Technology Department. The cost of the Oracle skills test will be paid by the employee. The testing must be current to the Oracle release versions used by the County. Testing for current proficiency, new releases and/or applications as adopted by the County may be required. Successfully passing the Oracle skills test satisfies this requirement and qualifies the individual for $1,500 annually.

Directly-Related Experience component: A staff member must have a minimum of one (1) year of qualifying (directly-relevant) Oracle technology experience to qualify for this component. An existing Information Technology staff member newly and "regularly" assigned to Oracle responsibilities will be required to attain one (1) year of direct Oracle experience to qualify for the minimum amount of the experience incentive. Payment for experience will be as follows:

Minimum of 1 Year Experience	$500
1-3 Years Experience	$1,000
More Than 3 Years Experience	$1,500

Job Performance-Based component: A portion of this $1,500 incentive will be paid based upon annual performance appraisal results; proficiency in at least one (1) core competency equals $500 annually. Proficiency in at least three (3) competencies equals $1000 annually. Proficiency in at least five (5) competencies including job knowledge and role understanding, decision making, problem solving and innovative thinking and accountability equals $1500 annually.

III. CONCLUSION

The chief administrative officer, appropriate elected official or department head, human resources, and the designated representative of the Union, to be valid, must sign any letters of agreement. Such letters of agreement shall be attached and made part of the collective bargaining agreement. This agreement is made without precedent to either party and may not be used by either party in current or future negotiations.

Termination of agreement: unless otherwise negotiated through the bargaining process this agreement shall end June 30, 2028.

FOR THE UNION

Kristina Ballow
Kristina Ballow
President, MCEA/Local 294

10/28/26
Date

Joe LeBlanc
Joe LeBlanc
Bargaining Strategist, SEIU Local 503

10/28/2026
Date

Melissa Unger
Melissa Unger
Executive Director, SEIU Local 503

10/29/26
Date

FOR THE COUNTY

Jan Fritz
Chief Administrative Officer

11/3/2026
Date

Salvador LLerenas
Chief Human Resources Officer

11/2/26
Date

Michelle Teed
Michelle Teed
Human Resources Labor Counsel

10/30/26
Date

Standby Pay
Letter of Agreement

I. PARTIES

The parties to this agreement are the Marion County Health and Human Services Department (hereinafter, "the County") and the Marion County Employees Association (MCEA) Local 294/Service Employees International Union (SEIU) Local 503 (hereinafter, "the Union"). The purpose of this agreement is to create a category of pay for certain represented employees in the Health Department.

II. AGREEMENT

Standby Pay:

The County and Union agree to the following to provide standby pay to mental health specialists assigned to respond to mental health crisis screenings. The Health and Human Services Department will determine and assign staff to standby duty to respond to crisis screenings. The assignment period will be weekdays, Monday through Friday, from five pm or 1700 hours to eight am or 0800 hours. On weekends and holidays, Saturday and Sunday, from eight am or 0800 hours to eight am or 0800 hours (24-hour period). Assignment periods may be split into shifts within these time periods if needed. During this time, employees will be expected to be duty ready and able to respond to conduct mental health crisis screenings at any location in the region. Compensation for this assignment will be $2.60 per hour in addition to pay for time worked. If required to respond, employees will be paid at straight time for hours worked including travel time and mileage at the IRS rate. Telephone calls conducted for the purpose of a client screening and/or consults with hospital medical staff personnel that do not result in an on-site screening will be considered time worked and eligible for additional compensation. The provisions of the parties' labor agreement, Article 24, will resolve any dispute over the implementation or application of this letter of agreement.

III. CONCLUSION

The chief administrative officer, appropriate elected official or department head, human resources, and the designated representatives of the Union to be valid, must sign any letters of agreement. Such letters of agreement shall be attached and made part of the collective bargaining agreement. This agreement is made without precedent to either party and may not be used by either party in current or future negotiations.

Termination of agreement: unless otherwise negotiated through the bargaining process this agreement shall end June 30, 2028.

FOR THE UNION

Kristina Ballow

Kristina Ballow
President, MCEA/Local 294

10/28/26
Date

FOR THE COUNTY

Jan Fritz
Chief Administrative Officer

11/3/2026
Date

Joe LeBlanc

Joe LeBlanc
Bargaining Strategist, SEIU Local 503

10/28/2026
Date

Melissa Unger

Melissa Unger
Executive Director, SEIU Local 503

10/29/26
Date

Salvador LLerenas
Chief Human Resources Officer

11/2/26
Date

Michelle Teed

Michelle Teed
Human Resources Labor Counsel

10/30/26
Date

Work Location and Work Schedules
Letter of Agreement

This Agreement is between Marion County (hereinafter, "the County") and the Marion County Employees Association (MCEA) Local 294/Service Employees International Union (SEIU) Local 503 (hereinafter, "the Union").

On April 25, 2023, Marion County provided an update of the Marion County Personnel Rules around Sick Leave Conversion, Work Location and Work Schedules. This update was created after several months of meetings between the Marion County Board of Commissioners, and each department head and elected official to better understand how county departments can best meet the needs of and deliver services to county residents.

Therefore, based on this policy the Parties agree to the following:

Work Location and Schedule:

- Article 11, Section 5 of the MCEA Collective Bargaining Agreement shall apply to any schedules that may have starting or stopping times that fall between the hours of 6 pm and 6 am.
- All other provisions relating to Alternative Work Schedules under Article 4, Section 5 shall apply.

Work Location:

- Department heads may direct an employee to work from an alternate location, including their home, in isolated instances when exigent circumstances exist that create a county business need for the employee to do so.
- In the event that a department head directs an employee to work from an alternate work location for an exigent circumstance, the directive must be in writing from the department head or deputy department head and a copy of the approval shall be sent to Human Resources and the Union President. Work cannot occur outside of the state of Oregon.
- An exigent circumstance to work from an alternate work location does not require any advanced notice when the time to be worked falls during the employee's regular work schedule or the employee is an FLSA Exempt employee. Article 14 - Travel Allowances shall apply to any travel where applicable in exigent circumstances. If outside the regular work schedule, Article 11, Section 10 - Telephone Call Pay and Article 13 - Overtime of the MCEA Collective Bargaining Agreement shall apply when applicable.

This Agreement is effective through June 30, 2028.

FOR THE UNION

Kristina Ballow

Kristina Ballow
President, MCEA/Local 294

10/28/26
Date

FOR THE COUNTY

Jan Fritz
Chief Administrative Officer

11/3/2026
Date

Joe LeBlanc

Joe LeBlanc
Bargaining Strategist, SEIU Local 503

10/28/2026
Date

Melissa Unger

Melissa Unger
Executive Director, SEIU Local 503

10/29/26
Date

Salvador LLerenas
Chief Human Resources Officer

11/2/24
Date

Michelle Teed
Human Resources Labor Counsel

10/30/26
Date

Workload Prioritization
Letter of Agreement

I. PARTIES

The parties to this agreement are Marion County (hereinafter, "the County") and the Marion County Employees Association (MCEA) Local 294/Service Employees International Union (SEIU) Local 503 (hereinafter, "the Union").

II. PURPOSE OF THE AGREEMENT

The purpose of the agreement is to support the prioritization of the employee's workload.

III. AGREEMENT

It is the employee's responsibility to prioritize their workload. However, an employee may request assistance from their immediate supervisor in establishing or adjusting work priorities in order to carry out their work assignment. The supervisor will take into account variables that impact the difficulty of assignments to the employee. When the employee requests workload prioritization assistance in writing the immediate supervisor will issue a written response in a timely manner.

IV. CONCLUSION

The chief administrative officer, spokespersons, human resources, and the designated representatives of the Union, to be valid, must sign any letters of agreement. Such letters of agreement shall be attached and made part of the collective bargaining agreement. This agreement is made without precedent to either party and may not be used by either party in current or future negotiations.

Termination of agreement: unless otherwise negotiated through the bargaining process this agreement shall end June 30, 2028.

FOR THE UNION

Kristina Ballow
Kristina Ballow
President, MCEA/Local 294

10/28/26
Date

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11/2/26
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Melissa Unger

Melissa Unger
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10/29/26
Date

Michelle Teed

Michelle Teed
Human Resources Labor Counsel

10/30/26
Date