COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MARION COUNTY DISTRICT ATTORNEY'S ASSOCIATION

AND

MARION COUNTY, OREGON

EFFECTIVE FROM RATIFICATION THROUGH JUNE 30, 2029

TABLE OF CONTENTS

PREAMBLE....1
ARTICLE 1 – RECOGNITION....2
ARTICLE 2 – MANAGEMENT'S RIGHTS....3
ARTICLE 3 – NOTICES FOR MANDATORY SUBJECTS OF BARGAINING....4
ARTICLE 4 – ASSOCIATION SECURITY....5
ARTICLE 5 – HOURS OF WORK....6
ARTICLE 6 – HOLIDAYS....7
ARTICLE 7 – VACATIONS....8
ARTICLE 8 – SICK LEAVE....10
ARTICLE 9 – PROTECTED LEAVE....12
ARTICLE 10 – OTHER LEAVES....14
ARTICLE 11 – HEALTH, WELFARE, AND RETIREMENT BENEFITS....15
ARTICLE 12 – WAGE ADJUSTMENT....18
ARTICLE 13 – PAY ADMINISTRATION....19
ARTICLE 14 – ON-CALL....21
ARTICLE 15 – PAYDAY....22
ARTICLE 16 – TRAVEL ALLOWANCES....23
ARTICLE 17 – CELL PHONES....23
ARTICLE 18 – HEALTH AND SAFETY REGULATIONS....25
ARTICLE 19 – TRIAL SERVICE PERIOD....26
ARTICLE 20 – DISCIPLINE AND DISCHARGE....27
ARTICLE 21 – LAYOFF....30
ARTICLE 22 – GENERAL PROVISIONS....32
ARTICLE 23 – OUTSIDE EMPLOYMENT....33
ARTICLE 24 – ASSOCIATION REPRESENTATIVES....34
ARTICLE 25 – GRIEVANCE AND ARBITRATION PROCEDURE....36
ARTICLE 26 – LIABILITY INSURANCE....39
ARTICLE 27 – TRAINING....40
ARTICLE 28 – BAR DUES....41
ARTICLE 29 – SCOPE OF AGREEMENT....42
ARTICLE 30 – DRUG AND ALCOHOL TESTING....43
ARTICLE 31 – LIFE OF AGREEMENT AND TERMINATION....44
ARTICLE 32 – SAVINGS CLAUSE....44
ARTICLE 33 – DEFINITIONS....46
EXHIBIT A – Salary Schedule

PREAMBLE

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

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

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

The parties agree as follows:

ARTICLE 1 – RECOGNITION

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

ARTICLE 2 – MANAGEMENT'S RIGHTS

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

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

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

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

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

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

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

ARTICLE 3 – NOTICES FOR MANDATORY SUBJECTS OF BARGAINING

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

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

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

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

ARTICLE 4 – ASSOCIATION SECURITY

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

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

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

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

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

ARTICLE 5 – HOURS OF WORK

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

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

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

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

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

ARTICLE 6 – HOLIDAYS

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

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

All legal holidays designated by the Board of Commissioners.

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

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

ARTICLE 7 – VACATIONS

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

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

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

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

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

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

Section 5. Accumulation of Vacation Credits. Employees shall not accumulate vacation leave in excess of two hundred fifty (250) hours. Any employee who is about to lose vacation credit because of accrual limitations may, by notifying the employee's appointing authority five (5) working days in advance, absent themselves to prevent loss of this time, or at the Employer's option, receive payment for forty (40) hours of vacation. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. While on a leave without pay that exceeds fifteen (15) calendar days, vacation

leave shall not accrue. Any employee, who is granted a leave of absence without pay, shall first be scheduled for any vacation leave, which have accrued to his/her credit before he/she commences leave without pay. Each employee's accumulated vacation shall be reported to them bi-weekly.

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

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

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

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

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

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

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

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

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

into the base rate of pay.

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

ARTICLE 8 – SICK LEAVE

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

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

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

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

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

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

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

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

his/her inability to report to work.

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

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

ARTICLE 9 – PROTECTED LEAVE

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

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

Employees may use their PLO leave as allowed by law.

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

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

ARTICLE 10 – OTHER LEAVES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 – HEALTH, WELFARE, AND RETIREMENT BENEFITS

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

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

Section 3. Employer Health Insurance Contributions.

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

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

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

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

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

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

The parties agree the Employer will contribute an amount equal to six percent (6%) of the eligible

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

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

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

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

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

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

ARTICLE 12 – WAGE ADJUSTMENT

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

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

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

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

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

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

ARTICLE 13 – PAY ADMINISTRATION

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

Section 2. Administration of Pay Plan.

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

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

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

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

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

F. Reassignment: When an employee is reassigned by the District Attorney to another division

in a classification with the same pay range, his/her rate of pay remains the same. Such employee shall retain his/her anniversary date for merit increases.

ARTICLE 14 – ON-CALL

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

ARTICLE 15 – PAYDAY

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

ARTICLE 16 – TRAVEL ALLOWANCES

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

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

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

ARTICLE 17 – CELL PHONES

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

ARTICLE 18 – HEALTH AND SAFETY REGULATIONS

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

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

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

ARTICLE 19 – TRIAL SERVICE PERIOD

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

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

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

ARTICLE 20 – DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

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

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

jurisdiction.

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

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

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

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

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

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

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

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

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

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

Suspension without pay, reduction in pay, demotion, or dismissal shall be imposed by written notice to the Association and the employee. Suspension without pay, reduction in pay, demotion, or dismissal may be effective upon delivery of notice of suspension without pay,

reduction in pay, demotion, or dismissal to the employee or upon any stated time thereafter. The District Attorney shall consult with Human Resources and the County Counsel prior to the imposition of a suspension without pay, reduction in pay, demotion, or dismissal.

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

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

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

ARTICLE 21 – LAYOFF

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

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

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

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

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

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

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

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

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

Section 4. An employee who has been laid off shall be placed on the layoff list in order of most recent

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

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

ARTICLE 22 – GENERAL PROVISIONS

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

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

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

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

ARTICLE 23 – OUTSIDE EMPLOYMENT

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

ARTICLE 24 – ASSOCIATION REPRESENTATIVES

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

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

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

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

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

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

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

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

Section 5. Release time shall be provided for no more than four (4) employees to participate in contract negotiations as Association representatives, in addition to its General Counsel. Release time shall be paid at the employees' hourly rate for the actual time released from their regularly scheduled work. No other pay shall be provided to any other employee for participating in negotiations. Negotiations as used in this section shall mean scheduled formal sessions with the management bargaining team, including mediation and arbitration. In addition to release time for negotiations, employees who

participate in interviews, investigations and grievance processing, including mediation and arbitration, shall be paid at the employees' hourly rate for the actual time released from their regularly scheduled work. All paid release time will be reported on the employee's timesheet under the appropriate code. Time spent on Association activities outside the employee's regular work schedule is not compensable time. The parties agree to meet and review usage and practices, as needed.

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

ARTICLE 25 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definitions.

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

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

Section 2. Grievance Procedure – Steps.

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

Step 1 (Informal)

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

Step 2 (Formal Grievance)

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

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

A formal written grievance at Step 2 shall contain:

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

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

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

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

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

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

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

<u>Step 3</u>

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

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

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

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

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

ARTICLE 26 – LIABILITY INSURANCE

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

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

ARTICLE 27 – TRAINING

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

B. For training scheduled by management:

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

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

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

C. ODAA Summer Conference

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

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

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

ARTICLE 28 – BAR DUES

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

ARTICLE 29 – SCOPE OF AGREEMENT

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

ARTICLE 30 – DRUG AND ALCOHOL TESTING

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

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

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

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

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

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

ARTICLE 31 – LIFE OF AGREEMENT AND TERMINATION

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

ARTICLE 32 – SAVINGS CLAUSE

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

ARTICLE 33 – DEFINITIONS

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

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

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

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

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

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

"Day" means calendar day.

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

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

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

IN WITNESS WHEREOF, the parties hereto have set their hand this 26th day of August 2026.

FOR THE ASSOCIATION

Justin Barbot-Wheaton, MCDAA President

FOR THE EMPLOYER

Colm Willis, Commissioner

Kevin Cameron, Commissioner

Danielle Bethell, Commissioner

Jan Fritz, Chief Administrative Officer 8/18/26

Paige Clarkson, Marion County District Attorney

Salvador LLerenas, Chief Human Resources Officer

Cody Walterman, Human Resources Labor Counsel

Exhibit A - Salary Schedule
K Plus Plan

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

Grade = 17.P29 A.

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

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

Grade = 17.P29 A.K

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

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

Grade = 17.P34 A.

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

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

Grade = 17.P34 A.K

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

Exhibit A - Salary Schedule
K Plus Plan

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

Grade = 17.P36 A.

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

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

Grade = 17.P36 A.K

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