COLLECTIVE BARGAINING AGREEMENT

between the

Marion County Juvenile Employees Association

and

Marion County, Oregon

July 1, 2026 - June 30, 2028

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ARTICLE 1 – ASSOCIATION RECOGNITION

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

ARTICLE 2 – MANAGEMENT'S RIGHTS

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

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

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

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

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

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

ARTICLE 3 – ASSOCIATION SECURITY

Dues Deduction

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

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

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

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

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

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

ARTICLE 4 – HOURS OF WORK

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

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

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

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

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

Section 5. Shift Selection.

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

such bids, the employee whose last name as listed on the most recent paycheck is the first in alphabetical order shall bid first.

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

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

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

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

ARTICLE 5 – REST PERIODS AND LUNCH BREAKS

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

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

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

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

ARTICLE 6 – HOLIDAYS

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

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

All legal holidays designated by the Board of Commissioners.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 – VACATION LEAVE

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

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

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

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

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

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

periods for vacations (June through September), but management, in its discretion, may limit the number of employees taking back-to-back weeks of vacation during the choice periods.

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

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

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

Section 6. Transfer Credits and Terminal Vacation Pay.

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

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

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

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

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

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

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

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

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

ARTICLE 8 – SICK LEAVE

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

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

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

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

Section 4. Sick Leave Verification.

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

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

   ii) the employee has exhausted all sick leave;

   iii) whenever the supervisor can articulate reasonable cause to believe that a misuse or abuse of sick leave has occurred, including questionable usage, questionable patterns of usage or calling in sick on a previously denied day off, provided the employee has been previously

notified by a supervisor, due to such concerns, future verification may be required. Employees notified of such reasonable cause may be required to furnish certification as referenced above for each use of sick leave for a period not to exceed six (6) months following the notice;

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

Section 5. Sick Leave Investigation.

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

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

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

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

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

Section 7. Bereavement Leave.

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

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

Section 8. Sick Leave Without Pay.

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

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

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

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

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

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

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

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

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

ARTICLE 9 – OTHER LEAVES

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

A. Service with a jury; and

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

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

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

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

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

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

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

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

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

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

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

Day After Thanksgiving

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

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

Christmas Eve

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

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

ARTICLE 10 – HEALTH AND WELFARE

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

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

Section 3. Health Insurance Study Committee.

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

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

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

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

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

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

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

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

Section 4. Employer Health Insurance Contributions.

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

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

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

ARTICLE 11 – WAGE ADJUSTMENT

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

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

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

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

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

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

Section 4. Training. Employees whose regular work duties do not include training who are assigned to train or assist in training other County employees by their supervisor, shall receive a five percent (5%) differential for all hours worked while engaged in that training. For the purpose of this Section,

orientation functions such as understanding policies, learning access to computer programs, and learning routes or schedules are not considered training.

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

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

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

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

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

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

ARTICLE 12 – ADMINISTRATION OF PAY PLAN

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

Section 2. Administration of Compensation Plan.

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

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

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

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

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

   Regular employees shall be eligible for Longevity 1 pay element at five percent (5%) after being on Step 7 of the current pay range for one (1) full year AND employed with the county for a minimum of ten (10) years. Regular employees shall be eligible for Longevity 2 pay element at

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

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

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

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

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

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

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

L. **Acting in Capacity.** An employee is acting in capacity when they are temporarily designated to perform the majority of the duties of a higher classification that are not in their current classification on a full-time continuous basis. Employees acting in capacity shall be paid five percent (5%) above the employee's base rate of pay or the first step of the higher

classification's pay range, whichever is greater, for all hours an employee is designated to act in the capacity of the higher level classification. Acting in capacity assignments are limited to six (6) consecutive months unless conditions warrant extension, which must be approved by the labor-management committee.

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

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

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

ARTICLE 13 – OVERTIME

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 – TRAVEL ALLOWANCES

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

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

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

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

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

Section 5. Liability Insurance. An employee authorized to use their personal vehicle in performance of official county duties must follow all requirements in county policy. Employees who are eligible for reimbursement shall provide the County with proof of insurance.

ARTICLE 15 – HEALTH AND SAFETY REGULATIONS

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

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

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

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

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

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

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

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

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

ARTICLE 16 – PERFORMANCE EVALUATIONS

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

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

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

Section 4. Procedure.

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

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

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

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

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

ARTICLE 17 – GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

Section 10. Labor-Management Committees.

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

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

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

ARTICLE 18 – EDUCATIONAL ASSISTANCE

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

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

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

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

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

ARTICLE 19 – RELEASE TIME FOR ASSOCIATION ACTIVITIES

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

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

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

Reasonable paid release time will be granted to representatives to:

A. Investigate and process grievances.

B. Provide orientation to all new employees.

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

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

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

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

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

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

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

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

ARTICLE 20 – DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of discipline, the arbitrator shall consider the merits of the oral reprimand in conjunction with the other discipline.

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

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

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

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

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

ARTICLE 21 – GRIEVANCE AND ARBITRATION PROCEDURE

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

Section 2. Grievance Procedure – Steps.

Step 1

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

Step 2

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

A formal written grievance at Step 2 shall contain:

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

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

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

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

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

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

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

Step 3

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

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

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

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

ARTICLE 22 – PERSONNEL FILES

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

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

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

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

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

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

ARTICLE 23 – RECLASSIFICATION PROCEDURE

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

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

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

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

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

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

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

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

ARTICLE 24 – LAYOFF

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

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

Section 3. Seniority Credit.

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

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

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

Section 4. Layoff Procedure.

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

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

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

D. The County shall determine the number of positions in the affected department and classification to be laid off. Excluding exempted positions, the employees with the lowest

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

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

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

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

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

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

ARTICLE 25 – FILLING OF VACANCIES

Section 1. Vacancies that are to be filled shall be posted on the County website and sent by electronic mail to all county employees at least five (5) working days prior to closing.

Section 2. Employees desiring the posted position shall submit an online application to human resources via the County website.

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

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

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

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

ARTICLE 26 – TRIAL SERVICE PERIOD

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

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

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

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

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

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

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

ARTICLE 27 – EFFECT OF LAW AND RULES

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

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

ARTICLE 28 – SCOPE OF AGREEMENT

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

ARTICLE 29 – SAVINGS CLAUSE

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

ARTICLE 30 – NOTICES

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

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

ARTICLE 31 – CONTRACTING OUT

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

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

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

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

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

ARTICLE 32 – TEMPORARY EMPLOYEES

Section 1. Definitions.

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

   1. Seasonal or on-call relief;

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

   3. Special projects and extra work of limited duration.

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

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

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

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

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

ARTICLE 33 – DRUG AND ALCOHOL USE AND TESTING

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

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

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

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

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

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

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

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

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

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

F. Any last chance agreement applied as a result of the Drug and Alcohol Use and Testing shall only be valid if negotiated and agreed to and signed by the County, the Association, and the

employee. The County's Drug and Alcohol Use and Testing policy shall not be interpreted in a manner that conflicts with this Article.

ARTICLE 34 – LIFE OF AGREEMENT AND TERMINATION

Section 1. This Agreement shall take effect July 1, 2026, and shall be in full force and effect through June 30, 2028. If either party wishes to renew or modify the Agreement as of July 1, 2028, notification of such renewal or modification must be submitted in writing by December 1, 2027. Negotiations shall begin in December 2027 at a time convenient for both parties. This agreement shall have no retroactive effect.

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

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

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

FOR THE ASSOCIATION

By: _____
Annamaria Barr
MCJEA President

By: _____
Tamara Heath
MCJEA Vice President

By: _____
Presley Garza
MCJEA Secretary

MARION COUNTY, OREGON

By: _____
Colm Willis, Chair

By: _____
Kevin Cameron, Commissioner

By: _____
Danielle Bethell, Commissioner

By: _____ 8/18/26
Jan Fritz
Chief Administrative Officer

By: _____
Alicia Cozad
Juvenile Director (Acting in Capacity)

By: _____
Salvador LLerenas
Chief Human Resources Officer

By: _____
Cody Walterman
Human Resources Labor Counsel