



Administration Office
503/645-6433
Fax 503/629-6301

**Board of Directors Regular Meeting
Wednesday, June 11, 2025**

**5:30 pm Executive Session
7:00 pm Regular Meeting**

Location: Tualatin Valley Water District, 1850 SW 170th Avenue, Beaverton, OR

AGENDA

1. Executive Session*
 - A. Personnel
 - B. Land
2. Call Regular Meeting to Order
3. Action Resulting from Executive Session
4. Swearing In of Newly Elected Board Members
5. Election of Officers for Fiscal Year 2025/26
6. Proclamations
 - A. [Juneteenth National Independence Day](#)
 - B. [LGBTQIA+ Pride Month](#)
 - C. [National Immigrant Heritage Month](#)
 - D. [Park and Recreation Month \(July\)](#)
7. Budget Hearing: [Resolution Adopting the Fiscal Year 2025/26 Budget, Levying Taxes, and Making Appropriations](#)
 - A. Open Hearing
 - B. Staff Report
 - C. Public Comment**
 - D. Board Discussion
 - E. Close Hearing
 - F. Board Action
8. Audience Time**
9. Board Time
 - A. Committee Liaisons Updates
10. Consent Agenda***
 - A. [Approve: Minutes of May 14, 2025 Regular Board Meeting](#)
 - B. [Approve: Resolution Authorizing System Development Charge Indexed Rate Annual Cost Adjustment](#)
 - C. [Approve: Resolution Adopting District Investment Policy](#)
 - D. [Approve: Amended Tualatin Hills Park Foundation Articles of Incorporation](#)
 - E. [Ratify: Collective Bargaining Agreement](#)
11. Unfinished Business
 - A. [Information: General Manager's Report](#)
12. New Business
 - A. [Approve: Resolution Naming New Neighborhood Parks](#)
13. Adjourn

***Executive Session:** Executive Sessions are permitted under the authority of ORS 192.660. Copies of the statute are available at the offices of Tualatin Hills Park & Recreation District.

**** Audience Time / Public Testimony:** Testimony is being accepted for this meeting in-person, virtually via MS Teams, or written. Testimony during Audience Time for topics not on the agenda will be limited to 30 minutes total. Additional information can be found at the following link: www.thprd.org/district-information/how-to-give-testimony

If you wish to testify in-person during the board meeting, please complete and turn in a testimony card at the meeting. Please wait until you are called upon by the board to speak and then proceed to the public testimony table. Testimony will be taken with a 3-minute time limit during the applicable agenda item or Audience Time (Audience Time testimony is limited to 30 minutes total).

If you wish to attend the meeting virtually, or testify virtually, please sign up by emailing boardofdirectors@thprd.org or calling 503-645-6433 **by 12 pm the day of the meeting** with your name and email address (and testimony topic if wishing to provide testimony). You will be provided additional instructions and a link to access the meeting. Testimony will be taken with a 3-minute time limit during the applicable agenda item or Audience Time (Audience Time testimony is limited to 30 minutes total).

Testimony regarding work session topics will be taken during Audience Time. At the board's discretion, agenda items may not be considered in the order listed.

*****Consent Agenda:** Testimony regarding an item on the Consent Agenda will be heard under Audience Time. Consent Agenda items will be approved without discussion unless there is a board member request to discuss a particular Consent Agenda item. The issue separately discussed will be voted on separately.

In compliance with the Americans with Disabilities Act (ADA), this material in an alternate format, or special accommodations for the meeting, will be made available by calling 503-645-6433 at least 48 hours prior to the meeting.



MEMORANDUM

DATE: May 29, 2025
TO: Board of Directors
FROM: Doug Menke, General Manager
RE: Information Regarding the June 11, 2025 Board of Directors Meeting

Agenda Item #4 – Swearing In of Newly Elected Board Members

A swearing in ceremony will be conducted for newly elected board members Barbie Minor, Alfredo Moreno, and Pradnya Patil.

Agenda Item #5 – Election of Officers for Fiscal Year 2025/26

Board President Barbie Minor will lead the process in the election of officers for fiscal year 2025/26, effective July 1, 2025. Seats to be elected are president, secretary, and secretary pro-tempore.

Agenda Item #6 – Proclamations

A. [Juneteenth National Independence Day](#)

Attached please find a proclamation declaring June 19, 2025 as Juneteenth National Independence Day.

B. [LGBTQIA+ Pride Month](#)

Attached please find a proclamation declaring the month of June as LGBTQIA+ Pride Month.

C. [National Immigrant Heritage Month](#)

Attached please find a proclamation declaring the month of June as National Immigrant Heritage Month.

D. [Park and Recreation Month](#)

Attached please find a proclamation declaring July as Park and Recreation Month.

Agenda Item #7 – [Budget Hearing: Resolution Adopting the Fiscal Year 2025/26 Budget, Levying Taxes and Making Appropriations](#)

Enclosed please find a memo outlining the process for the budget hearing to adopt the Fiscal Year 2025/26 Budget.

Action Requested: Board approval of Resolution 2025-06 to adopt the 2025/26 budget, levy ad valorem taxes, and make appropriations.

Agenda Item #10 – Consent Agenda

Attached please find the following consent agenda items for your review and approval:

- A. [Approve: Minutes of May 14, 2025 Regular Board Meeting](#)**
- B. [Approve: Resolution Authorizing System Development Charge Indexed Rate Annual Cost Adjustment](#)**
- C. [Approve: Resolution Adopting District Investment Policy](#)**
- D. [Approve: Amended Tualatin Hills Park Foundation Articles of Incorporation](#)**
- E. [Ratify: Collective Bargaining Agreement](#)**

Agenda Item #11 – Unfinished Business

A. [General Manager's Report](#)

Attached please find the General Manager's Report for the June regular board meeting.

Agenda Item #12 – New Business

A. [Resolution Naming New Neighborhood Parks](#)

Attached please find a memo regarding the naming of two new neighborhood parks: one in the North Bethany area and the other in the South Cooper Mountain area.

Action Requested: Board of directors' approval of Resolution No. 2025-09, naming two new neighborhood park sites as Harvest Park and Free Skies Park.



TUALATIN HILLS PARK & RECREATION DISTRICT

PROCLAMATION

By the Board of Directors

WHEREAS, President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, that established that all enslaved people in Confederate states in rebellion against the Union “shall be then,...forever free”; and

WHEREAS, the 13th Amendment formally abolished slavery in the entire United States, and was signed by President Lincoln on February 1, 1865, and ratified by a sufficient number of states on December 6, 1865, ensuring that, “Neither slavery nor involuntary servitude,...shall exist within the United States,”; and

WHEREAS, in reality the Emancipation Proclamation did not instantly free any enslaved people, and the proclamation only applied to places under Confederate control and not to slave-holding border states or rebel areas under Union control; and

WHEREAS, Juneteenth, short for “June Nineteenth”, marks the day in 1865 when federal troops arrived in Galveston, Texas, to take control of the state and to ensure that all enslaved people be freed – a full two plus years after the Emancipation Proclamation; and

WHEREAS, in reality the work to abolish slavery took decades and there are documented instances of Black Americans continuing to be enslaved into the 1900’s; and

WHEREAS, a century and half later, June 19th has a special meaning to Black Americans, and is recognized as the oldest nationally celebrated commemoration of the ending of slavery in the U.S.; and

WHEREAS, Juneteenth commemorates freedom for Black Americans; and

WHEREAS, THPRD recognizes that Juneteenth is an important day for Black Americans, and for the nation, and is a part of our history; and

WHEREAS, THPRD recognizes the lasting legacies of systemic racism and oppression and how they are still impacting people’s lives today; and

WHEREAS, the contributions, stories, and experiences of Black Americans are historically marginalized and minimized highlighted by the fact many are unaware the atrocities and lasting legacy of slavery continued for decades after it was outlawed; and

WHEREAS, THPRD respects and acknowledges this day as a reminder of the work that’s been done to tear down systems of oppression, and the reality that it is imperative the work continue because we still have a long way to go; and

WHEREAS, Juneteenth is an occasion to recognize and further disrupt THPRD's role in long standing systemic racism, to take responsibility in creating a more just, welcoming, and inclusive park district, and to uphold the values of advancing racial equity;

NOW, THEREFORE, the Board of Directors of the Tualatin Hills Park & Recreation District does hereby proclaim June 19th, 2025 as

Juneteenth National Independence Day

And do urge all those in the Tualatin Hills Park & Recreation District to support and promote this observance.

Signed this 11th day of June, 2025

Barbie Minor, President

Alfredo Moreno, Secretary



TUALATIN HILLS PARK & RECREATION DISTRICT

PROCLAMATION

By the Board of Directors

WHEREAS, the Tualatin Hills Park & Recreation District (THPRD) is committed to ensuring that all individuals have the opportunity to play, learn, and explore, and is dedicated to advancing diversity, equity, inclusion, and mutual respect for everyone we serve; and

WHEREAS, Pride Month is a time to honor the resilience, contributions, and history of lesbian, gay, bisexual, transgender, queer, intersex, asexual, and other LGBTQIA+ individuals, and to remember the courageous activists who have fought—and continue to fight—for equality and justice; and

WHEREAS, THPRD believes that everyone deserves to be treated with dignity and respect, and that our community is stronger, healthier, and more vibrant with the full inclusion of LGBTQIA+ community members; and

WHEREAS, THPRD stands in solidarity with LGBTQIA+ individuals and families, and is committed to identifying and removing barriers to participation to ensure all people feel welcome, valued, and free to express their authentic selves within our parks, programs, and services; and

WHEREAS, we acknowledge the ongoing harm caused by discrimination and exclusion, and reaffirm our commitment to providing equitable opportunities for health and wellness, creative expression, and safe access to parks and recreation for all;

NOW, THEREFORE, the Board of Directors of the Tualatin Hills Park & Recreation District does hereby proclaim the month of June 2025 as

LGBTQIA+ Pride Month

and encourages all individuals in the Tualatin Hills Park & Recreation District to support, uplift, and celebrate the LGBTQIA+ community this month and always.

Signed this 11th day of June, 2025

Barbie Minor, President

Alfredo Moreno, Secretary



TUALATIN HILLS PARK & RECREATION DISTRICT

PROCLAMATION

By the Board of Directors

WHEREAS, during National Immigrant Heritage Month, we honor the histories, cultures, and lived experiences of immigrants who have shaped and strengthened communities in countless ways; and

WHEREAS, immigrants of all nationalities have been arriving in the United States since its founding—contributing to the development of the country and communities through resilience, labor, innovation, and culture; and

WHEREAS, immigrants have faced and continue to face significant challenges, including hostile and exclusionary environments, yet pursue new lives in this country with courage, determination, and sacrifice; and

WHEREAS, immigrant community members contribute across every sector of society—as business owners, caregivers, educators, medical professionals, essential workers, artists, and more—enhancing community wellbeing, diversity, and vibrancy; and

WHEREAS, Tualatin Hills Park & Recreation District (THPRD) recognizes the critical importance of creating inclusive, welcoming spaces where immigrant neighbors and community members feel safe, seen, and valued; and

WHEREAS, THPRD acknowledges that the presence and contributions of immigrants have profoundly enriched the district, region, and nation; and

WHEREAS, THPRD affirms that true inclusion extends beyond access to a sense of *belonging*, where immigrant community members not only participate, but are embraced as integral to the social, cultural, and civic fabric of the district;

NOW, THEREFORE, the Board of Directors of the Tualatin Hills Park & Recreation District does hereby proclaim June as

National Immigrant Heritage Month

And do urge all those in the Tualatin Hills Park & Recreation District to support and promote this observance.

Signed this 11th day of June, 2025

Barbie Minor, President

Alfredo Moreno, Secretary



TUALATIN HILLS PARK & RECREATION DISTRICT

PROCLAMATION

By the Board of Directors

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, and voters felt so strongly about the importance of parks and recreation that they voted in 1955 to establish the Tualatin Hills Park & Recreation District to provide dedicated parks and recreation services; and

WHEREAS, our parks and recreation are vitally important to our quality of life, ensuring our health and wellness, and contributing to our economic and environmental well-being; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for people experiencing disabilities, and improve our mental, emotional and physical health; and

WHEREAS, parks and recreation programs are fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation programs provide the opportunity to build community and bring our incredibly diverse population together to share experiences, learn from each other, and build cross-cultural connections that strengthen the fabric of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect our natural habitats, improve the quality of the air we breathe, provide vegetative buffers, and preserve the ecological beauty of these areas for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Park and Recreation Month;

NOW, THEREFORE, the Board of Directors of the Tualatin Hills Park & Recreation District does hereby proclaim the month of July 2025 as

Park and Recreation Month

And do urge all those in the Tualatin Hills Park & Recreation District to support and promote this observance.

Signed this 11th day of June, 2025.

Barbie Minor, President

Alfredo Moreno, Secretary



MEMORANDUM

DATE: May 28, 2025
TO: Doug Menke, General Manager
FROM: Jared Isaksen, Finance Director
RE: **Budget Hearing: Resolution Adopting the Fiscal Year 2025/26 Budget, Levying Taxes, and Making Appropriations**

Introduction

Annually the THPRD Board of Directors conducts a public budget hearing and adopts the district budget for the coming year.

Background

In accordance with Oregon Local Budget Law, the THPRD Board of Directors must conduct a public budget hearing on the [approved budget](#) prior to adopting the budget for the 2025/26 fiscal year. Also, in accordance with Oregon Local Budget Law, a notice of this hearing and a summary of the approved budget have been published.

Proposal Request

After conducting a budget hearing, the board needs to adopt the budget, levy ad valorem taxes, and make appropriations of the 2025/26 fiscal year budget. The attached resolution takes these actions as required by Oregon Local Budget Law.

Outcomes of Proposal

Adopt the Budget

The budget, as approved by THPRD's Budget Committee, must be adopted by resolution no later than June 30, and needs to state the total amount of all budget requirements. After closing the budget hearing, the board may make limited adjustments to the approved budget prior to adoption, if necessary.

Staff are asking the board to make an addition to the approved budget for \$90,000 in the Administration budget appropriation. This is for a part-time classification and compensation study, which is in the current year budget but has been delayed due to staff turnover and protected leaves of absence.

Staff are also asking the board to transfer \$10 from the Materials and Services appropriation line to an Interfund Transfer appropriation line in the Bond Capital Projects fund. This appropriation line will be used to transfer any residual balance to the Bond Debt Service fund once all the capital projects have been completed.

Levy Ad Valorem Taxes

Local governments that use ad valorem property taxes to balance their budgets must declare the tax amount or tax rate by resolution. Property taxes are imposed for the tax year on the assessed value of all taxable property within the park district.

Make Appropriations

The resolution includes a schedule of appropriations, based on the approved budget, which provides THPRD with the legal spending authority for the fiscal year.

Public Engagement

The public have been invited to comment on the approved budget.

Action Requested

Board of directors' approval of Resolution 2025-06 to adopt the 2025/26 budget, levy ad valorem taxes, and make appropriations.

RESOLUTION NO. 2025-06

TUALATIN HILLS PARK & RECREATION DISTRICT, OREGON

A RESOLUTION CONSISTENT WITH THE REQUIREMENTS OF ORS 294.456
ADOPTING A BUDGET, MAKING APPROPRIATIONS, DETERMINING, MAKING,
DECLARING, ITEMIZING AND CATEGORIZING THE AD VALOREM PROPERTY TAX
AMOUNTS AND RATES TO BE CERTIFIED
TO THE WASHINGTON COUNTY ASSESSOR FOR FISCAL YEAR 2025/26
FOR THE TUALATIN HILLS PARK & RECREATION DISTRICT

WHEREAS, the Tualatin Hills Park & Recreation District (THPRD) must, consistent with the requirements of the Oregon Local Budget Law (ORS 294.305 to 294.565) prepare and adopt an annual budget; and

WHEREAS, THPRD has complied with the procedures set out in Oregon's Local Budget Law for preparing the budget, involving the public, estimating revenues, expenditures and proposed ad valorem property taxes and outlining the programs and services provided by THPRD.

NOW THEREFORE, it is hereby resolved as follows:

Section 1. Budget Approved and Adopted. The THPRD Board of Directors hereby approves and adopts a budget for Fiscal Year 2025/26 in a total amount of \$237,419,613. A copy of the budget will be kept on file in THPRD's Administration Office and is incorporated by reference herein.

Section 2. Levy of Taxes. The THPRD Board of Directors hereby make the appropriations described in Section #3 below and determine, make and declare the ad valorem property tax amount provided for in the budget at the permanent rate of \$1.3073 per \$1,000 of assessed value (AV), the local option levy tax rate of \$0.50 per \$1,000 of AV and a property tax of \$9,481,849 for bonded debt. Taxes are hereby imposed and categorized for Tax Year 2025/26 upon the assessed value of all taxable property within the boundaries of THPRD. The following allocations and categorization (subject to the limitations of OR. CONST. Article XI, Sec. 11b) make up the levy:

	Subject to the General Government Limitations	Excluded from Limitations
General Fund	\$1.3073 / \$1,000 AV	
General Fund Local Option Levy	\$0.50 / \$1,000 AV	
Bonded Debt Fund		\$9,481,849

Section 3. Fiscal Year 2025/26 Appropriations. The amounts for the fiscal year beginning July 1, 2025 and for the purposes shown below are hereby appropriated as follows:

General Fund

Board of Directors	\$ 490,854
Administration	\$17,523,677
Park Services	\$18,442,510
Recreation Services	\$33,476,105
Capital Outlay	\$41,162,148
Reserve for Future Expenditure	\$ 3,000,000
Contingency	\$ 3,500,000
Ending Fund Balance	<u>\$28,077,256</u>
TOTAL APPROPRIATIONS	<u>\$145,672,550</u>

Bonded Debt Fund

Bond Debt Service Payments	\$ 9,590,550
TOTAL APPROPRIATIONS	<u>\$ 9,590,550</u>

Systems Development Charge Fund

Materials and Services	\$ 100,000
Capital Outlay	<u>\$72,703,737</u>
TOTAL APPROPRIATIONS	<u>\$72,803,737</u>

Maintenance Mitigation Fund

Materials and Services	<u>\$ 223,000</u>
TOTAL APPROPRIATIONS	<u>\$ 223,000</u>

Metro Bond Local Share Capital Fund

Capital Outlay	<u>\$ 8,043,886</u>
TOTAL APPROPRIATIONS	<u>\$ 8,043,886</u>

Bond Capital Projects Fund

Materials and Services	\$ 24,990
Capital Outlay	\$ 1,060,890
Interfund Transfer	<u>\$ 10</u>
TOTAL APPROPRIATIONS	<u>\$ 1,085,890</u>

Section 4. The Budget Officer, Jared Isaksen, is hereby authorized consistent with the

terms of ORS 310.060 to certify to the Washington County Clerk and Washington County Assessor the tax levy made by this resolution and shall file with the State Treasurer and the Division of Audits of the Secretary of State a true copy of the Budget as finally adopted.

Section 5. This resolution takes effect on July 1, 2025.

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BOARD OF DIRECTORS APPROVAL: June 11, 2025

Barbie Minor, President

Alfredo Moreno, Secretary

Adoption and date attested by:

Jessica Collins, Recording Secretary



Tualatin Hills Park & Recreation District Minutes of a Regular Meeting of the Board of Directors

A Regular Meeting of the Tualatin Hills Park & Recreation District Board of Directors was held on Wednesday, May 14, 2025, at the Tualatin Valley Water District Headquarters, 1850 SW 170th Avenue, Beaverton, Oregon. Executive Session 5:30 pm; Regular Meeting 6:30 pm.

Present:

Barbie Minor	President/Director
Alfredo Moreno	Secretary/Director
Miles Palacios	Secretary Pro-Tempore/Director
Felicita Monteblanco	Director
Tya Ping	Director
Doug Menke	General Manager

Agenda Item #1 – Executive Session (A) Legal (B) Land (C) Personnel

President Barbie Minor called executive session to order for the following purposes:

- To conduct deliberations with persons designated by the governing body to carry out labor negotiations;
- To conduct deliberations with persons designated by the governing body to negotiate real property transactions; and
- To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Executive Session is held under authority of ORS 192.660(2)(d)(e) and (h).

President Minor noted that the news media and designated staff may attend executive session. Representatives of the news media were directed not to disclose information discussed during executive session. No final action or final decision may be made in executive session.

Agenda Item #2 – Call Regular Meeting to Order

A Regular Meeting of the Tualatin Hills Park & Recreation District Board of Directors was called to order by President Barbie Minor on Wednesday, May 14, 2025, at 6:35 pm.

Agenda Item #3 – Action Resulting from Executive Session

Alfredo Moreno moved that the board of directors authorize staff to acquire property in the northwest quadrant of the district for the price discussed in executive session, using system development charge fees in escrow, cash and credits, subject to the standard due diligence review and approval by the general manager or designee. Felicita Monteblanco seconded the motion. Roll call proceeded as follows:

Tya Ping	Yes
Miles Palacios	Yes
Felicita Monteblanco	Yes
Alfredo Moreno	Yes
Barbie Minor	Yes

The motion was UNANIMOUSLY APPROVED.

Alfredo Moreno moved that the board of directors authorize staff to acquire property in the southwest quadrant of the district for the price discussed in executive session, using cash and system development charges credit, subject to the standard due diligence review and approval by the general manager or designee. Tya Ping seconded the motion. Roll call proceeded as follows:

Felicita Montebianco	Yes
Miles Palacios	Yes
Tya Ping	Yes
Alfredo Moreno	Yes
Barbie Minor	Yes

The motion was UNANIMOUSLY APPROVED.

Agenda Item #4 – Proclamations

President Minor welcomed this evening's guests in attendance to read the Asian American, Native Hawaiian, and Pacific Islander Heritage Month and Jewish American Heritage Month proclamations on behalf of the THPRD Board of Directors:

A. Asian American, Native Hawaiian, and Pacific Islander Heritage Month

Holly Thompson, Communications director, introduced this evening's guest to read the Asian American, Native Hawaiian, and Pacific Islander Heritage Month proclamation:

- Hongcheng Zhao is a board member for the Oregon Chinese Coalition (OCC). The OCC is a valued partner of THPRD and an instrumental organization in our community. During the pandemic, OCC played a critical role by providing access to space, shelter, and resources, supporting individuals and families from a wide range of backgrounds and identities. Over the years, our partnership has grown to include major public events such as Chinese New Year celebrations, Welcoming Week, and the large-scale Culture Day at Jenkins Estate. OCC has also led meaningful community service efforts, most recently supporting the donation of prom dresses to local high schools. In addition, the OCC has strengthened emergency preparedness by placing emergency management containers at THPRD's Rock Creek and Cedar Hills sites, making THPRD the host of three of the 27 total containers located across the entire state. OCC continues to advance our shared commitment to cultural inclusion and a stronger, more resilient community for all.

Hongcheng thanked THPRD for the opportunity to participate this evening and read the Asian American, Native Hawaiian, and Pacific Islander Heritage Month proclamation into the record.

B. Jewish American Heritage Month

Holly Thompson, Communications director, introduced this evening's guest to read the Jewish American Heritage Month proclamation:

- Marc Blattner is President & CEO of the Jewish Federation of Greater Portland. THPRD has been building a meaningful relationship with the Jewish Federation of Greater Portland. This past March, THPRD was proud to host their Holi & Purim celebration at Conestoga, a joyful and vibrant event that brought communities together. Staff is working with Rachel Nelson, Director of Educational Initiatives & Associate Director of Community Relations, whose family is enthusiastic and frequent visitors of Conestoga. The federation plays a vital role in supporting Jewish life, education, and cultural programs throughout the metro area and THPRD is honored to collaborate with them in fostering inclusion and community connection.

Marc thanked THPRD for the opportunity to participate this evening and read the Jewish American Heritage Month proclamation into the record.

President Minor thanked Hongcheng and Marc for sharing their time with the district this evening.

Agenda Item #5 – Audience Time

President Minor welcomed those in attendance to provide public testimony this evening and provided an overview of the public testimony process, which is limited to 30 minutes for all non-board agenda related topics.

Sarah Salove is before the board regarding the addition of another swim club affiliate to THPRD's lane allocation process. She spoke about her service on the affiliate stakeholders workgroup and her concerns around how capacity, usable hours, and in-district are being defined in the process.

Danielle Jacobson is before the board representing the Tualatin Hills Swim Club (THSC). She spoke about her attendance at recent lane allocation meetings and her concerns around the process being unfair and inequitable, as well as capacity issues and potential conflicts of interest.

Matt Miller is before the board representing the Tualatin Hills Swim Club (THSC). He spoke about his concerns around a lack of collaboration from THPRD regarding shared use of THSC's lane lines, noting that THSC has been asked to remove their lane lines from THPRD property.

Calvin Lin is before the board as president of the Tualatin Hills Swim Club (THSC). He spoke about THPRD and THSC's shared values to serve the community, especially the under-represented, and THSC's desire to work together to establish an equitable allocation process.

Agenda Item #6 – Board Time

President Minor recognized that this evening marks the last board of directors meeting for board member Felicita Montebalanco, whose term will be ending on June 30.

Holly Thompson, Communications director, read a recognition of Felicita's service and leadership to the community on behalf of City of Beaverton Mayor Lacey Beaty.

The board members and General Manager Doug Menke took turns sharing ways in which Felicita touched their lives and honored her many contributions as a THPRD board member over the past eight years. Comments included appreciation for her work in lifting up those who have traditionally been underrepresented, her boundless energy and enthusiasm, inclusivity, mentorship, intentionality, and the ripple effects that her service will have for years to come.

- ✓ Felicita offered comments of gratitude and appreciation to her fellow board members and district staff, noting that it has been an honor to serve the largest and best park district in the state and that it has been one of the best experiences of her life.

A. Committee Liaisons Updates

Tya Ping provided the following updates and comments:

- ✓ Attended the THPRD Budget Committee work session in April.
- ✓ Along with most of her fellow board members, attended a lobby day at the state capitol in Salem to speak with the district's legislators.
- ✓ The most recent Joint Advisory Committees meeting included discussion on DEI strategy, THPRD's 70th Anniversary, and functional plans, followed immediately by an Equity & Engagement Advisory Committee meeting where challenge grants were discussed.

Miles Palacios provided the following updates and comments:

- ✓ Also attended the district's lobby day at the capitol and expressed gratitude to Deputy General Manager Aisha Panas and Kylie Grunow with Meriwether Strategies for arranging the visits.

Felicita Montebalanco provided the following updates and comments:

- ✓ Took a tour of McKinley Elementary School with the principal and learned about the need for shoes for these students which reminded her of the work the district is doing in partnership with Beaverton School District around prom dresses and hygiene items.
- ✓ Attended the elected officials tour of the Washington County courthouse, which was eye-opening in terms of the dire situation for that facility.
- ✓ Provided an overview of the most recent Fiduciary Committee meeting via email.

President Minor provided the following updates and comments:

- ✓ Also attended the Joint Advisory Committees meeting and appreciates the ways in which the functional plans are being updated for consistency across all plans.
- ✓ Echoed her fellow board members' comments of gratitude around the planning efforts for the lobby day in Salem.
- ✓ Encouraged her fellow electeds to take the Oregon Rises Above Hate pledge to actively combat hate and prejudice.

Agenda Item #7 – Consent Agenda

Tya Ping moved that the board of directors approve consent agenda items (A) Minutes of March 12, 2025 Regular Board Meeting, (B) Minutes of April 9, 2025 Regular Board Meeting, and (C) Quarterly Financial Report. Alfredo Moreno seconded the motion. Roll call proceeded as follows:

Felicita Monteblanco	Yes
Miles Palacios	Yes
Alfredo Moreno	Yes
Tya Ping	Yes
Barbie Minor	Yes

The motion was UNANIMOUSLY APPROVED.

Agenda Item #8 – Unfinished Business

A. 2025 Legislative Session

Aisha Panas, deputy general manager, and Kylie Grunow with Meriwether Strategies, the district's state legislative consultant, provided an update on the 2025 Oregon Legislative Session currently in progress via a PowerPoint presentation, a copy of which was entered into the record, and which included the following information:

- Recap: THPRD Lobby Day – April 15, 2025
- Key Dates
 - January 21: First Day of Session
 - March 21: Post Work Sessions
 - April 9: First Chamber Deadline
 - May 9: Post Work Sessions
 - May 14: Revenue Forecast
 - May 23: Second Chamber Deadline
 - June 18: Target Sine Die
 - June 29: Constitutional Sine Die
- Session To Date
 - Issues & Status
 - Final third of session: budget
 - Big funding decisions yet to be made: transportation package, wildfire, agency budgets
 - Federal funding uncertainty: impacts negotiations on other bills affecting housing, labor, healthcare, etc.
 - ~3,435 bills introduced to date
 - ~20% of bills are placeholders
 - Tracking 382 bills overall; tracking 57 for THPRD specifically
- THPRD Testimony
 - Recreational Immunity
 - E-Micromobility Bill
 - RV Registration Fee / Abandoned Vehicle Fund
 - Concealed Handguns Policy Authority
 - Afterschool / Childcare Funding

Aisha and Kylie offered to answer any questions the board may have.

Alfredo Moreno expressed support for the work being done around raising awareness of and advocating for special districts.

Felicita Montebianco commented on the value of the meetings with legislators and noted the newly appointed Senator Courtney Neron Misslin who's area of representation covers a small portion of the district near Conestoga Recreation & Aquatic Center.

B. General Manager's Report

The following presentations were provided as listed within the General Manager's Report included in the board of directors' information packet:

- Bond Planning Update
 - Aisha Panas, deputy general manager, and Bruce Barbarasch, Sustainability manager, provided an update on the work underway planning for a potential replacement measure for the 2008 Bond Measure, via a PowerPoint presentation, a copy of which was entered into the record.
- THPRD's 70th Anniversary
 - Chelsea Nikirk, community engagement specialist, provided an update on the district's plans to celebrate THPRD's 70th anniversary throughout 2025, via a PowerPoint presentation, a copy of which was entered into the record.

Doug and the presenters offered to answer any questions the board may have.

Bond Planning Update

Aisha and Bruce requested board guidance on the following areas in order to advise the work being done in building the potential replacement bond measure package:

- Confirmation of project categories:
 - Recreation, Parks & Community Spaces
 - Buildings & Facilities
 - Environmental Stewardship
 - Accessible & Safe
 - Connected Trails
- Proportion of funds to each category
- Ratio of new projects to replacement projects
- Types of new projects
- Approval to form Bond Task Force

Confirmation of Project Categories

- ✓ Felicita Montebianco referenced the ADA focus area within the Accessible & Safe category and how disability justice may be considered as well, noting that ADA is the minimum requirement and she would like to see THPRD do more than the minimum.
- ✓ Alfredo Moreno looks forward to seeing what the lead projects will be for each of these categories that will spark public interest and hopes consideration will be given to projects that larger user groups have been needing, such as additional synthetic turf fields.
- ✓ The board members expressed support for the categories as proposed.

Proportion of Funds to Each Category (i.e., allocation percentages)

- ✓ Tya Ping expressed the need for more information on what the potential bond projects might be before this discussion can be meaningful and added that some projects may touch multiple categories.
- ✓ Felicita described her initial thoughts around the improvements needed to the district's older recreation centers in multiple category areas, as well as that parks and open spaces are truly accessible to all so perhaps are deserved of more funding, and the grant funding potential for environmental stewardship projects.

- ✓ President Minor wondered if the board having access to the list of projects under review by staff might help them better formulate direction in this area.
- ✓ Tya asked how a particular category is determined when a project is applicable to multiple categories. Bruce replied that the primary purpose of the project would be used in order to determine the category and provided some examples. Tya expressed concern around the potential for misinterpretation of the allocation pie chart when projects are impacting multiple categories.
- ✓ Alfredo noted that he hasn't heard a lot about a lack of connected trails so perhaps that category could be a smaller percentage. He expanded upon his previous comment around additional synthetic turf fields, noting the benefits of all-weather spaces. He also described the benefit that could arise if some of the projects have ancillary benefit to others, such as the district's partnership with Beaverton School District around sports fields, that might prompt support from people who are not avid THPRD users. Regarding environmental stewardship, being able to point to ways in which the district is helping mitigate wildfire and climate change risks would be beneficial, in addition to improvements to our facilities that remain in dire need of HVAC and air quality upgrades.

Ratio of New Projects to Replacement Projects

- ✓ Tya described the public's desire to see change when approving a bond measure so that they feel like their tax dollars are working. This does not necessarily mean only new items should be considered, but replacement items should be updated at that time, as well, not simply replaced like for like. As Barbie mentioned earlier, seeing the list of projects could help aid this discussion. Initially, her opinion is to defer to adding new projects, but she also wants to be cognizant about having a budget that needs to be able to keep up with those new projects. Replacing an outdated item with an entirely new one would be a way to accomplish this without a net gain of items to maintain. She doesn't want to see the bond add to future budget strains. General Manager Doug Menke referenced the comments heard from the Levy Task Force around the district addressing its deferred maintenance needs, noting that being able to enhance those projects at the same time is a unique opportunity.
- ✓ Alfredo described the need for excellent storytelling in upgrading existing facilities but believes the district would still need a headliner project to create some excitement.
- ✓ President Minor noted that her opinion is somewhere in the middle and described the importance of being able to tell both of those stories, from the excitement of a headlining project to also being mindful of the potential narrative around requesting funding for items that have not been able to be maintained.

Types of New Projects

- ✓ Tya described a four-season park concept that enables outdoor play in all types of weather, including a covered playground, noting that the area could also be used for emergency operations, such as for handing out food or supplies.
- ✓ Alfredo described community center spaces that can be used more broadly; a destination park but taking into consideration limiting the district's new footprint as described earlier by Tya; a splash pad in an area that doesn't already have one; and weatherproof amenities that extend the time of play, like synthetic turf. Doug described the balance of reduced maintenance costs for synthetic turf fields and increased usage hours, but also the higher replacement costs. He described the opportunity to redesign the district's administrative building for public use once a new administration building is purchased.
- ✓ Felicita described reflecting on the district's role around community centers and community gathering spaces; she loves the idea of an outdoor covered area; the use of installation art to make the area more iconic; and having a destination park in every quadrant.

Approval to Form Bond Task Force

- ✓ Felicity suggested consideration of including someone who served on the Vision Task Force and a Beaverton city councilor.
- ✓ Tya suggested that different ages be represented, including teens and seniors, as well as ability, both neuro and physical, and people involved in all different types of sports and all of the district's recreation centers.
- ✓ Alfredo suggested that geographical representation be considered as well as past committee candidates and someone who is not as well known to the board and district administration that has a more critical eye.
- ✓ President Minor suggested that the board and district staff look back on the lessons learned from the Levy Task Force effort.
- ✓ Tya added that diversity should also be considered and suggested reaching out to the district's community partners.
- ✓ Holly Thompson, Communications directors, provided a brief overview of the outreach work district staff is planning and noted that the upcoming polling effort will help inform the messaging.

THPRD's 70th Anniversary

The board members expressed appreciation to district staff for this work and excitement for the varied ways in which the community will be engaged to celebrate this milestone, from the parks passport concept, to free and reduced admissions for programs and special events, the storytelling potential, and how these efforts contribute to the overall branding for the district.

Agenda Item #9 – Adjourn

There being no further business, the meeting was adjourned at 8:45 pm.

Barbie Minor, President

Alfredo Moreno, Secretary

Recording Secretary,
Jessica Collins



MEMORANDUM

DATE: May 22, 2025
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE: **Resolution Authorizing System Development Charge Indexed Rate Annual Cost Adjustment**

Introduction

Staff are seeking board approval of Resolution No. 2025-07 (Attachment 1), the System Development Charge (SDC) annual cost adjustment for 2025, and direction to staff to coordinate with Washington County and the City of Beaverton to implement the adjusted fees effective September 1, 2025.

Background

The board of directors approved a resolution implementing the SDC program on November 17, 1998. The resolution provided the board of directors with the method to annually adjust SDC rates. The current 2020 SDC methodology (2020 methodology) was adopted by board Resolution No. 2020-25 and the current SDC rates were adopted by board Resolution No. 2024-11. The 2020 methodology recommended the continued use of an inflationary adjustment factor based on the percentage change in land value within the district as shown by Washington County Tax Assessor records and the annual percentage change in construction costs as shown within the Engineering News Record (ENR) January Construction Cost Index for Seattle. Incorporated into the SDC Administrative Procedures Guide (SDC APG) approved by the board on August 14, 2024, section 4.B. of the SDC APG directs staff to recommend adjustments to SDC rates based on the following formula:

$$\begin{aligned} & \text{Change in Average Market Value} \times 0.50 \\ & + \text{Change in Construction Cost Index} \times 0.50 \\ & = \text{Parks and Recreation System Development Charge Adjustment Factor} \end{aligned}$$

The SDC APG directs staff to calculate rate adjustments on or about June 1 of each year to account for changes in the expected costs of debt service and of acquiring and constructing facilities.

THPRD's SDC consultant, Deborah Galardi of the Galardi Rothstein Group, has submitted information (Attachment 2) that provides the figures to be used to obtain the adjustment factor noted below:

Annual Inflation Adjustment		
Cost Index	Weight ¹	% Increase
Land ²	50%	+3.000%
Development ³	50%	+2.910%
Recommended SDC Adjustment		+2.955%

¹2020 SDC Methodology (Section 3.4.1 Inflationary Adjustments).

²Washington County Assessor's Office. Annual Increase average market value of undeveloped residential land within the district.

³ Engineering News Record Construction Cost Index (Seattle), 12 month increase ending Jan 2025.

The following table shows the impact of implementing the annual adjustment index.

Tualatin Hills Park & Recreation District 2025 System Development Charge Annual Adjustment - Implementation Analysis*				
Category/Area	Current SDCs	Index-Based Adjustment ¹	Recommended New SDC Fee for FY2025/26	Recommended New Fee with Admin Charge ²
Districtwide - Residential				
Single Family Average	\$13,764	\$407	\$14,171	\$14,540
SQ FT Category Basis				
<1,500 SQ FT	\$10,888	\$322	\$11,210	\$11,502
1,500-2,500 SQ FT	\$12,840	\$379	\$13,219	\$13,563
2,501-3,500 SQ FT	\$14,638	\$433	\$15,071	\$15,462
>3,500 SQ FT	\$15,665	\$463	\$16,128	\$16,548
Multi-Family Residential	\$10,324	\$305	\$10,629	\$10,905
Accessory Dwelling Unit (ADU)	\$5,599	\$165	\$5,764	\$5,914
Senior Housing	\$7,704	\$228	\$7,932	\$8,139
North Bethany - Residential				
Single Family Average	\$16,400	\$485	\$16,885	\$17,322
SQ FT Category Basis				
<1,500 SQ FT	\$12,972	\$383	\$13,355	\$13,703
1,500-2,500 SQ FT	\$15,298	\$452	\$15,750	\$16,159
2,501-3,500 SQ FT	\$17,440	\$515	\$17,955	\$18,422
>3,500 SQ FT	\$18,664	\$552	\$19,216	\$19,715
Multi-Family Residential	\$12,300	\$363	\$12,663	\$12,992
ADU	\$6,670	\$197	\$6,867	\$7,045
Senior Housing	\$9,178	\$271	\$9,449	\$9,696
Non-Residential – All Areas**				
New Employee	\$644	\$19	\$663	\$682

*All figures are rounded to the nearest dollar

** Non-Residential fees are calculated with the New Employee figure as shown in Attachment 2, Table 3.

¹Change in SDC fee due to +2.955% index-based adjustment applied

²SDC Administration charge (2.6%) as calculated in Attachment 2, Table 2

The district decided to move forward with a 2.095% inflationary SDC adjustment in June 2024. The district's decision was made to ensure THPRD's continued ability to fund its five-year SDC Capital Improvement Program (CIP) and was based on the inflationary trends beginning in mid-2021 that increased land acquisition and construction costs. Additional inflationary updates are needed to ensure the district has sufficient funding to continue delivering projects on THPRD's five-year SDC CIP project list, adopted by the board via Resolution No. 2025-04, and to ensure THPRD's 20-year SDC Capital Project List, adopted by the board via Resolution No. 2020-27 and updated via Resolution No. 2024-01, continues to be fully funded.

Proposal Request

Staff are seeking board approval of Resolution No. 2025-07 to approve the System Development Charge annual cost adjustment for 2025, and to direct staff to coordinate with Washington County and the City of Beaverton to implement the adjusted fees effective September 1, 2025.

Outcomes of Proposal

Annual adjustments to SDC rates are essential to ensuring THPRD is able to meet the parks and recreation needs of our district's growing population by funding the five- and 20-year SDC CIP projects that allow the district to achieve the level of service targets detailed within the adopted 2020 methodology.

Public Engagement

Public engagement was completed during the development of the 2020 methodology. During that engagement process staff coordinated with individuals on the district's SDC interested party list and local agency partners.

Public engagement is not considered as a part of the annual SDC rate adjustment or APG amendment processes; however, in the spirit of transparency, staff emailed a copy of the SDC rate adjustment proposal for 2025 to all parties on THPRD's SDC interested party list. The email included the district's timeline for taking the information to the board.

Action Requested

Staff are seeking board approval of Resolution No. 2025-07 to approve the System Development Charge annual cost adjustment for 2025, and to direct staff to coordinate with Washington County and the City of Beaverton to implement the adjusted fees effective September 1, 2025.

RESOLUTION NO. 2025-07

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
TUALATIN HILLS PARK & RECREATION DISTRICT APPROVING SYSTEM
DEVELOPMENT CHARGE ANNUAL COST ADJUSTMENT**

WHEREAS, the Tualatin Hills Park & Recreation District (THPRD) has by resolution (dated and signed November 17, 1998) adopted a System Development Charge (SDC) (hereinafter the “SDC Resolution”); and

WHEREAS, the THPRD board approved the SDC Administrative Procedures Guide (SDC APG) on August 14, 2024; and

WHEREAS, Section 4(f) of the SDC Resolution and Section 4.B. of the SDC APG provides for the annual adjustment of SDCs based on adopted cost indexes to account for changes in the costs of acquiring land and constructing park and recreation facilities; and

WHEREAS, the THPRD board adopted the current SDC methodology by Resolution No. 2020-25; and

WHEREAS, annual review of the district’s SDC rates in light of applicable cost indexes is appropriate at this time.

NOW THEREFORE, the Tualatin Hills Park & Recreation District resolves:

Section 1: Pursuant to Section 4(f) of the SDC Resolution and Section 4.B. of the SDC APG, the following SDC annual cost adjustment is hereby approved:

Land Value	$3.000\% \times 0.500 = 1.500\%$
Construction Costs	$+ 2.910\% \times 0.500 = 1.455\%$
	<u>100% = 2.955%</u>

Section 2: The adjustment shall increase Tualatin Hills Park & Recreation District SDC fees using the SDC methodology set forth under Resolution No. 2020-25 as follows:

RESOLUTION NO. 2025-07

**Tualatin Hills Park & Recreation District
2025 System Development Charge Annual Adjustment - Implementation Analysis**

Development Type	Persons per Unit	Current SDC	Index-Based SDC Adjustment¹	FY 2025/26 SDC²	FY 2025/26 SDC w/Admin Charge³
Residential \$/Dwelling Unit					
Districtwide					
<i>Single-Family</i>					
Class Average Basis	2.68	\$13,764	\$407	\$14,171	\$14,540
SQ FT Category Basis					
<1,500 SQFT	2.12	\$10,888	\$322	\$11,210	\$11,502
1,500-2,500 SQFT	2.50	\$12,840	\$379	\$13,219	\$13,563
2,501-3,500 SQFT	2.85	\$14,638	\$433	\$15,071	\$15,462
>3,500 SQFT	3.05	\$15,665	\$463	\$16,128	\$16,548
<i>Multifamily</i>	2.01	\$10,324	\$305	\$10,629	\$10,905
North Bethany					
<i>Single-Family</i>					
Class Average Basis	2.68	\$16,400	\$485	\$16,885	\$17,322
SQ FT Category Basis					
<1,500 SQFT	2.12	\$12,972	\$383	\$13,355	\$13,703
1,500-2,500 SQFT	2.50	\$15,298	\$452	\$15,750	\$16,159
2,501-3,500 SQFT	2.85	\$17,440	\$515	\$17,955	\$18,422
>3,500 SQFT	3.05	\$18,664	\$552	\$19,216	\$19,715
<i>Multifamily</i>	2.01	\$12,300	\$363	\$12,663	\$12,992
Other Housing					
Districtwide					
<i>Accessory Dwelling Units</i>	1.09	\$5,599	\$165	\$5,764	\$5,914
<i>Senior Housing</i>	1.50	\$7,704	\$228	\$7,932	\$8,139
North Bethany					
<i>Accessory Dwelling Units</i>	1.09	\$6,670	\$197	\$6,867	\$7,045
<i>Senior Housing</i>	1.50	\$9,178	\$271	\$9,449	\$9,696
Nonresidential					
Cost per Employee		\$644	\$19	\$663	\$682

¹All figures are rounded to the nearest dollar

²Includes compliance charge

³City and County administration charge (2.60%)

Section 3: The Fiscal Year (FY) 2025/26 SDC schedule attached as Exhibit A to this Resolution is adopted.

Section 4: This resolution shall be effective September 1, 2025, to allow Washington County and the City of Beaverton time to implement the adjustment.

RESOLUTION NO. 2025-07

Approved by the Tualatin Hills Park & Recreation District Board of Directors on the 11th day of June 2025.

Barbie Minor, President

Alfredo Moreno, Secretary

ATTEST:

Jessica Collins, Recording Secretary

RESOLUTION NO. 2025-07

Exhibit A

SYSTEM DEVELOPMENT CHARGE
Schedule of Fees
Effective September 1, 2025

Residential Fees

FY2025/26 Residential SDC Schedule*

Development Type	Persons per Unit	FY 24/25 SDC ¹	FY 24/25 SDC w/Admin Charge ²	FY 25/26 SDC ¹	FY 25/26 SDC w/Admin Charge ²
Residential \$/Dwelling Unit					
Districtwide					
<i>Single-Family</i>					
Class Average Basis	2.68	\$13,764	\$14,123	\$14,171	\$14,540
SQ FT Category Basis					
<1,500 SQFT	2.12	\$10,888	\$11,172	\$11,210	\$11,502
1,500-2,500 SQFT	2.50	\$12,840	\$13,174	\$13,219	\$13,563
2,501-3,500 SQFT	2.85	\$14,638	\$15,018	\$15,071	\$15,462
>3,500 SQFT	3.05	\$15,665	\$16,073	\$16,128	\$16,548
<i>Multifamily</i>	2.01	\$10,324	\$10,592	\$10,629	\$10,905
North Bethany					
<i>Single-Family</i>					
Class Average Basis	2.68	\$16,400	\$16,825	\$16,885	\$17,322
SQ FT Category Basis					
<1,500 SQFT	2.12	\$12,972	\$13,310	\$13,355	\$13,703
1,500-2,500 SQFT	2.50	\$15,298	\$15,695	\$15,750	\$16,159
2,501-3,500 SQFT	2.85	\$17,440	\$17,893	\$17,955	\$18,422
>3,500 SQFT	3.05	\$18,664	\$19,149	\$19,216	\$19,715
<i>Multifamily</i>	2.01	\$12,300	\$12,619	\$12,663	\$12,992
Other Housing					
Districtwide					
<i>Accessory Dwelling Units</i>	1.09	\$5,599	\$5,744	\$5,764	\$5,914
<i>Senior Housing</i>	1.50	\$7,704	\$7,905	\$7,932	\$8,139
North Bethany					
<i>Accessory Dwelling Units</i>	1.09	\$6,670	\$6,843	\$6,867	\$7,045
<i>Senior Housing</i>	1.50	\$9,178	\$9,418	\$9,449	\$9,696
Nonresidential					
Cost per Employee		\$644	\$662	\$663	\$682

¹Includes compliance charge²Administration charge (2.60%)

*All figures rounded to the nearest dollar

RESOLUTION NO. 2025-07

Non-Residential Fees

FY2025/26 Non-Residential SDC Schedule*

Development Type	Unit	TGSF/ Employee	Employee s/ Unit	FY2025/26 SDC	
				SDC	SDC w/Admin Charge ¹
SDC per Unit	<i>Employee</i>			\$663	\$682
Districtwide					
Food Service	<i>TGSF</i>	200	5.00	\$3,315	\$3,410
Office, Financial Service, Utilities	<i>TGSF</i>	300	3.33	\$2,210	\$2,273
Retail, Industrial	<i>TGSF</i>	600	1.67	\$1,105	\$1,137
Recreation, Church, Library	<i>TGSF</i>	900	1.11	\$737	\$758
Hardware, Paint, Furniture, Lumber	<i>TGSF</i>	1,600	0.63	\$414	\$426
Warehousing	<i>TGSF</i>	2,910	0.34	\$228	\$234
Special Categories					
College, Day Care	<i>Students</i>	n/a	0.17	\$114	\$118
Hospital	<i>Beds</i>	n/a	5.89	\$3,905	\$4,016
Golf Driving Range	<i>Tees</i>	n/a	0.25	\$163	\$168
Hotel/Motel	<i>Rooms</i>	n/a	0.58	\$387	\$398
Convenience Market with Fuel Pump	<i>VFP</i>	n/a	1.33	\$879	\$904
Gas Station	<i>VFP</i>	n/a	0.75	\$500	\$515

*All figures are rounded to nearest dollar

TGSF = Thousand Gross Square Feet

¹Administration charge (2.60%)

May 7, 2025

Ms. Nicole Paulsen, Planning Supervisor
Tualatin Hills Park & Recreation District
15707 SW Walker Road
Beaverton, OR 97006

Subject: System Development Charge (SDC) Inflationary Adjustments for 2025

Dear Ms. Paulsen:

Adopted via Tualatin Hills Park & Recreation District Board Resolution No. 2020-25, the District's Parks System Development Changes Methodology (SDC methodology) includes the following guidance regarding the annual adjustment of the SDC rates based on changes in costs:

As allowed by Oregon law, the District will annually update the SDCs by resolution based on application of cost indices. The SDC project list includes a combination of land acquisition and development costs; therefore, the District will use information published by the Washington County Assessor's Office and the Engineering News-Record (ENR) Seattle Construction Cost index to determine the annual inflationary adjustment. The inflationary adjustment will be based on the following formula:

*Annual percent change in ENR Construction Cost index x percent of project list costs for development
+ Annual percent change in land value within the District and the Metro Urban Growth Boundary x
percent of project list costs for land acquisition
= Parks and Recreation System Development Charge Adjustment Factor*

The specific percentages attributable to land and development change over time as the SDC project list changes; therefore, the District intends to provide equal (50%/50%) weighting of the land and development indices; however, future modifications to the inflationary adjustment formula may be adopted through separate future resolution(s).

The District intends to base the adjustment on the ENR index published on or about January 1st of each year. Land costs will be based on the market value of undeveloped land, as reported by the Assessor's Office annually in the fall.¹

Table 1 provides the 2025 inflation adjustment, based on data provided by the Washington County Tax Assessor's office for fall of 2024 and the ENR Construction Cost Index for Seattle as of January 2025. The land adjustment is 3.00 percent for in-district property class 1000, unimproved land, that is then further refined to capture only residential unimproved land. This in-district residential unimproved land represents the best proxy for the cost of land for parks. The Construction Cost Index increased by 2.91 percent for the 12 months ending January 2025. Application of the cost adjustment formula yields an overall adjustment factor of 2.955 percent.

¹ Parks System Development Charges, November 13, 2020, Section 3.4.1.

Table 1*FY 2025-26 Annual Inflation Adjustment*

Cost Index	Weight¹	% Increase
Land ²	50%	3.000%
Development ³	50%	2.910%
Composite Increase		2.955%

¹2024 SDC Administrative Procedures Guide (Section 4.b SDC Rates, Annual Cost Adjustment and Methodology).

²Washington County Assessor's Office. Annual Increase in average market value of undeveloped residential land within the District.

³Engineering News Record Construction Cost Index, Seattle 12-month increase ending Jan 2025.

Application of this adjustment factor produces the residential SDC schedule shown in Table 2. The District's adopted SDC methodology provides for both a uniform SDC per dwelling unit by type of unit, and a scaled SDC based on dwelling area size (as measured by square feet of living area). The inflation adjustment is applied to both sets of SDCs in Table 2.

Table 2*Current and Inflation-Adjusted Residential SDC*

Development Type	FY2024/25 SDC		FY2025/26 SDC³		\$ Change	
	SDC ¹	SDC w/Admin Charge ²	SDC	SDC w/Admin Charge	SDC ³	SDC w/Admin Charge ²
SDC per Dwelling Unit						
District-Wide						
<i>Single-Family</i>						
Class Average Basis	\$13,764	\$14,123	\$14,171	\$14,540	\$407	\$417
SQ FT Category Basis						
<1,500 SQFT	\$10,888	\$11,172	\$11,210	\$11,502	\$322	\$330
1,500-2,500 SQFT	\$12,840	\$13,174	\$13,219	\$13,563	\$379	\$389
2,501-3,500 SQFT	\$14,638	\$15,018	\$15,071	\$15,462	\$433	\$444
>3,500 SQFT	\$15,665	\$16,073	\$16,128	\$16,548	\$463	\$475
<i>Multifamily</i>	\$10,324	\$10,592	\$10,629	\$10,905	\$305	\$313
North Bethany						
<i>Single-Family</i>						
Class Average Basis	\$16,400	\$16,825	\$16,885	\$17,322	\$485	\$497
SQ FT Category Basis						
<1,500 SQFT	\$12,972	\$13,310	\$13,355	\$13,703	\$383	\$393
1,500-2,500 SQFT	\$15,298	\$15,695	\$15,750	\$16,159	\$452	\$464
2,501-3,500 SQFT	\$17,440	\$17,893	\$17,955	\$18,422	\$515	\$529
>3,500 SQFT	\$18,664	\$19,149	\$19,216	\$19,715	\$552	\$566
<i>Multifamily</i>	\$12,300	\$12,619	\$12,663	\$12,992	\$363	\$373
District-Wide						
<i>Accessory Dwelling Units</i>	\$5,599	\$5,744	\$5,764	\$5,914	\$165	\$170
<i>Senior Housing</i>	\$7,704	\$7,905	\$7,932	\$8,139	\$228	\$234
North Bethany						
<i>Accessory Dwelling Units</i>	\$6,670	\$6,843	\$6,867	\$7,045	\$197	\$202
<i>Senior Housing</i>	\$9,178	\$9,418	\$9,449	\$9,696	\$271	\$278

¹THPRD Fiscal Year 2024/25 System Development Charge Fee Schedule (Resolution No. 2024-11)

²Administration charge (2.60%)

³Adjusted for inflation per Table 1

Application of the inflation adjustment to nonresidential SDCs is provided in Table 3.

Table 3

FY2024/25 and Inflation-Adjusted Non-Residential SDC

Development Type	Unit	TGSF/ Employee	Employees/ Unit	FY2024/25 SDC		FY2025/26 SDC ²		\$ Change	
				SDC	SDC w/Admin Charge ¹	SDC	SDC w/Admin Charge	SDC	SDC w/Admin Charge
SDC per Unit				\$644	\$662	\$663	\$682	\$19	\$20
District-Wide									
Food Service	<i>TGSF</i>	200	5.00	\$3,220	\$3,310	\$3,315	\$3,410	\$95	\$100
Office, Financial Service, Utilities	<i>TGSF</i>	300	3.33	\$2,147	\$2,207	\$2,210	\$2,273	\$63	\$66
Retail, Industrial	<i>TGSF</i>	600	1.67	\$1,073	\$1,103	\$1,105	\$1,137	\$32	\$34
Recreation, Church, Library	<i>TGSF</i>	900	1.11	\$716	\$736	\$737	\$758	\$21	\$22
Hardware, Paint, Furniture, Lumber	<i>TGSF</i>	1,600	0.63	\$403	\$414	\$414	\$426	\$11	\$12
Warehousing	<i>TGSF</i>	2,910	0.34	\$221	\$227	\$228	\$234	\$7	\$7
Special Categories									
College, Day Care	<i>Students</i>	na	0.17	\$111	\$114	\$114	\$118	\$3	\$4
Hospital	<i>Beds</i>	na	5.89	\$3,793	\$3,899	\$3,905	\$4,016	\$112	\$117
Golf Driving Range	<i>Tees</i>	na	0.25	\$158	\$163	\$163	\$168	\$5	\$5
Hotel/Motel	<i>Rooms</i>	na	0.58	\$375	\$386	\$387	\$398	\$12	\$12
Convenience Market with Fuel Pump	<i>VFP</i>	na	1.33	\$853	\$877	\$879	\$904	\$26	\$27
Gas Station	<i>VFP</i>	na	0.75	\$486	\$500	\$500	\$515	\$14	\$15

TGSF = Thousand Gross Square Feet

¹Administration charge (2.60%)

²Adjusted for inflation per Table 1

Please contact me if you have any questions or require additional information. Thank you for the opportunity to serve the District.

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah A. Galardi". The signature is fluid and cursive, with a prominent initial 'D' and a trailing flourish.

Deborah Galardi
Member

Exhibit 1

FY2025/26 SDC Schedule

Development Type	Persons per Unit	SDC¹	SDC w/Admin Charge²	SDC¹	SDC w/Admin Charge²
Residential \$/Dwelling Unit					
District-Wide					
<i>Single-Family</i>					
Class Average Basis	2.68	\$13,764	\$14,123	\$14,171	\$14,540
SQ FT Category Basis					
<1,500 SQFT	2.12	\$10,888	\$11,172	\$11,210	\$11,502
1,500-2,500 SQFT	2.50	\$12,840	\$13,174	\$13,219	\$13,563
2,501-3,500 SQFT	2.85	\$14,638	\$15,018	\$15,071	\$15,462
>3,500 SQFT	3.05	\$15,665	\$16,073	\$16,128	\$16,548
<i>Multifamily</i>	2.01	\$10,324	\$10,592	\$10,629	\$10,905
North Bethany					
<i>Single-Family</i>					
Class Average Basis	2.68	\$16,400	\$16,825	\$16,885	\$17,322
SQ FT Category Basis					
<1,500 SQFT	2.12	\$12,972	\$13,310	\$13,355	\$13,703
1,500-2,500 SQFT	2.50	\$15,298	\$15,695	\$15,750	\$16,159
2,501-3,500 SQFT	2.85	\$17,440	\$17,893	\$17,955	\$18,422
>3,500 SQFT	3.05	\$18,664	\$19,149	\$19,216	\$19,715
<i>Multifamily</i>	2.01	\$12,300	\$12,619	\$12,663	\$12,992
Other Housing					
District-Wide					
<i>Accessory Dwelling Units</i>	1.09	\$5,599	\$5,744	\$5,764	\$5,914
<i>Senior Housing</i>	1.50	\$7,704	\$7,905	\$7,932	\$8,139
North Bethany					
<i>Accessory Dwelling Units</i>	1.09	\$6,670	\$6,843	\$6,867	\$7,045
<i>Senior Housing</i>	1.50	\$9,178	\$9,418	\$9,449	\$9,696
Nonresidential					
Cost per Employee		\$644	\$662	\$663	\$682

¹Includes compliance charge²Administration charge (2.60%)



MEMORANDUM

DATE: May 20, 2025
TO: Doug Menke, General Manager
FROM: Jared Isaksen, Finance Director
RE: **Resolution Adopting District Investment Policy**

Introduction

The district's existing investment policy needs to be adopted annually as required by ORS 294.135(a).

Background

The district's existing investment policy was amended in 2023 to bring the policy in line with the Oregon Short Term Fund Board sample policy recommendations and state statute.

Oregon Revised Statutes (ORS Chapter 294.135(a)) requires public agencies investing in securities with maturities longer than 18 months to annually adopt their investment policies. The policy was last reviewed and adopted in June 2024 with updates to align to state statute and Oregon Short Term Fund Board recommendations. Government Finance Officers Association (GFOA) Best Practices also dictate that agencies adopt an investment policy.

The district has entered into a contract with Government Portfolio Advisors (GPA) for Financial Advisory Services for the district's investment portfolio and program. After review of the policy this year, GPA has recommended minor updates for 2025 (see attached memo from Government Portfolio Advisors).

Proposal Request

Board of Directors' consideration of approval of the attached resolution adopting the district's investment policy.

Outcomes of Proposal

With the adoption of the investment policy, the district, through the work of GPA, will be able to continue to better manage the district's investments of General Fund and SDC Fund resources and increase the interest revenue that would have otherwise been earned.

Action Requested

Board of Directors' approval of Resolution 2025-08 amending the district's investment policy and guidelines.

MEMO

To: Jared Isaksen, Finance Director – THPRD
From: Amphaphone Mar, Sr. Client Service Analyst – GPA
Date: May 19, 2025
Re: Investment Policy Review and Update 2025

ORS 294.135(a) requires local governments investing in securities with maturities longer than 18 months to annually adopt their investment policies. The policy was last reviewed and adopted in June 2024. It is being presented for re-adoption for 2025 to the Board of Directors with the following recommended updates:

- ✓ Remove Investment Advisor Policy Certification in Section 6.B.d – this is covered by our contract.
- ✓ Removed reference to money market instruments and updated to bank deposits in Section 9.C.iv – to comply with newer language.
- ✓ Recommend updating Weighted Average Maturity (WAM) from 2.0 to 2.5 years in Section 9.C.v Total Portfolio Maturity Constraints Table. This better aligns to the current investment core strategy, which utilizes the 0-5 year benchmark and will provide additional flexibility during times of fluctuating aggregate balances.

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5.25 years	100%
Maturity Constraints	Total Portfolio Maximum
Weighted Average Maturity	2.5 years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

- ✓ Updating language in Section 12.B.iii. for additional clarification on fluctuations in aggregate balances.



Investment Policy

June ~~14~~11, ~~2023~~2025

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1. Purpose

This Investment Policy defines the parameters within which funds are to be invested by the Tualatin Hills Park and Recreation District (district). This policy formalizes the framework, pursuant to ORS 294.135, for the district's investment activities to ensure effective and judicious management within the scope of this policy.

2. Governing Authority

The district's investment program shall be operated in conformance with Oregon Revised Statutes and applicable federal law. ORS 294.035; 294.040; 294.052; 294.135; 294.145; and 294.810. All funds within the scope of this policy are subject to laws established by the state of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

This Policy has been adopted by Resolution #2023-07 by the THPRD Board of Directors on June 14, 2023, and replaces the district's previously adopted policy dated May 10, 2010.

3. Scope

This policy applies to activities of the district with regard to investing the financial assets of shorter-term operating funds, capital funds including bond proceeds and bond reserve funds. Investments of employees' retirement funds, deferred compensation plans, and other funds are not covered by this policy. The amount of funds falling within the scope of this policy over the next three years is expected to range between \$5 million and \$200 million.

4. General Objectives

A. Preservation of Invested Capital

Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal is to mitigate credit risk and interest rate risk.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated operating requirements. Furthermore, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in the Oregon Short-Term Fund which offers next-day liquidity. Where possible and prudent, the portfolio should be structured so that investments mature concurrent with anticipated demands.

C. Return

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the safety and liquidity needs of the portfolio. Although return consists of both principal return (gains and losses due to market value fluctuations) and income return (yield), this policy discourages

active trading and turnover of investments. Investments should generally be held to maturity.

5. Standards of Care

A. Prudence

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy. The “prudent person” standard states:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

B. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the district. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS Chapter 244.

C. Delegation of Authority and Responsibilities

i. Governing Body

The board of directors will retain ultimate fiduciary responsibility for invested funds. The governing body will receive reports, pursuant to, and with sufficient detail to comply with ORS 294.085 and 294.155.

ii. Delegation of Authority

Authority to manage investments within the scope of this policy and operate the investment program in accordance with established written procedures and internal controls is granted to the Finance Director, or designee (hereinafter referred to as Investment Officer), and derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

iii. Investment Advisor

The Finance Director may engage the services of one or more external investment managers to assist in the management of the district investment portfolio in a manner consistent with this investment policy. Investment advisors may be hired on a discretionary or a non-discretionary basis. If the district hires an investment advisor to provide investment management services, the advisor is authorized to transact with its direct dealer relationships on behalf of the district.

6. Transaction Counterparties

A. Broker/Dealers

The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. A list will be maintained of approved broker/dealer firms and affiliated registered representatives.

The following minimum criteria must be met prior to authorizing investment transactions. The Investment Officer may impose more stringent criteria.

- i. Broker/Dealer firms must meet the following minimum criteria:
 - a. Be registered with the Securities and Exchange Commission (SEC)
 - b. Be registered with the Financial Industry Regulatory Authority (FINRA)
 - c. Provide most recent audited financials
 - d. Provide FINRA Focus Report filings
- ii. Approved broker/dealer employees who execute transactions with the district must meet the following minimum criteria:
 - a. Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
 - b. Be licensed by the state of Oregon;
 - c. Provide certification (in writing) of having read, understood, and agreed to comply with the most current version of this investment policy.
- iii. Periodic (at least annual) review of all authorized broker/dealers and their respective authorized registered representatives will be conducted by the Investment Officer. Factors to consider would be:

- a. Pending investigations by securities regulators
 - b. Significant changes in net capital
 - c. Pending customer arbitration cases
 - d. Regulatory enforcement actions
- iv. The Investment Officer shall maintain and review annually a list of all authorized financial institutions and broker/dealers that are approved to transact with the district for investment purposes.

The Investment Officer may utilize the investment advisor's approved broker/dealer list in lieu of the district's own approved list. The advisor must submit the approved list to the district annually and provide updates throughout the year as they occur. The advisor must maintain documentation of appropriate license and professional credentials of broker/dealers on the list. The annual investment advisor broker/dealer review procedures should include:

- a. FINRA Certification check
 - Firm Profile
 - Firm History
 - Firm Operations
 - Disclosures of Arbitration Awards, Disciplinary and Regulatory Events
 - State Registration Verification
- b. Financial review of acceptable FINRA capital requirements or letter of credit for clearing settlements.

The advisors must provide the district with any changes to the list prior to transacting on behalf of the district.

The advisor may be authorized through the contracted agreement to open accounts on behalf of the district with the broker/dealers on the approved list. The district will receive documentation directly from the brokers for account verification and regulatory requirements.

B. Investment Advisors

A list will be maintained of approved advisors selected by conducting a process of due diligence.

- i. The following items are required for all approved Investment Advisors:
 - a. The investment advisor firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the state of Oregon (Note: Investment advisor firms with assets under management > \$100 million must be registered with the SEC, otherwise the firm must be licensed by the state of Oregon).
 - b. All investment advisor firm representatives conducting investment transactions on behalf of the district must be registered representatives with FINRA.
 - c. All investment advisor firm representatives conducting investment transactions on behalf of the district must be licensed by the state of Oregon.

~~d. Certification by all of the advisor representatives conducting investment transactions on behalf of this entity, of having read, understood and agreed to comply with this investment policy.~~

Commented [WM1]: Covered by contract

- ii. A periodic (at least annual) review of all authorized investment advisors under contract will be conducted by the Investment Officer to determine their continued eligibility within the portfolio guidelines. The investment Advisor must notify the district immediately if any of the following issues arise while serving under a district contract:
 - a. Pending investigations by securities regulators.
 - b. Significant changes in net capital.
 - c. Pending customer arbitration cases.
 - d. Regulatory enforcement actions.

C. Depositories

All financial institutions who desire to become depositories must be qualified Oregon Depositories pursuant to ORS Chapter 295.

D. Competitive Transactions

- i. The Investment Officer shall obtain and document competitive bid information on all investments purchased or sold in the secondary market. Competitive bids or offers should be obtained, when possible, from at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.
- ii. In the instance of a security for which there is no readily available competitive bid or offering on the same specific issue, then the Investment Officer shall document quotations for comparable or alternative securities.
- iii. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price. However, the Investment Officer is encouraged to document quotations on comparable securities.
- iv. If an investment advisor provides investment management services, the advisor must retain documentation of competitive pricing execution on each transaction and provide upon request.

7. Administration and Operations

A. Delivery vs. Payment

All trades of marketable securities will be executed (cleared and settled) by delivery vs. payment (DVP) to ensure that securities are deposited in the district safekeeping institution prior to the release of funds.

B. Third-Party Safekeeping

Securities will be held by an independent third-party safekeeping institution selected by the district. All securities will be evidenced by safekeeping receipts in the district's name. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16. The district will have online

access through the safekeeping bank for verification of the account holdings and transactions. The district may hold bank deposits or certificates of deposits at banks qualified under ORS 295.

C. Internal Controls

The Finance Director is responsible for establishing and maintaining an adequate internal control structure designed to reasonably assure that invested funds are invested within the parameters of this Investment policy and, protected from loss, theft or misuse. Specifics for the internal controls shall be documented in writing. The established control structure shall be reviewed and updated periodically by the district.

The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:

- i. Compliance with investment policy constraints and requirements
- ii. Control of collusion
- iii. Segregation of duties and separation of responsibilities for trade execution, accounting, and record keeping
- iv. Custodial safekeeping
- v. Avoidance of physical delivery of securities wherever possible and address control requirements for physical delivery where necessary
- vi. Clear delegation of authority
- vii. Confirmation of transactions for investments and wire transfers in written or digitally verifiable electronic form
- viii. Dual authorizations of wire and automated clearing house (ACH) transfers
- ix. Staff training
- x. Review, maintenance and monitoring of security procedures both manual and automated
- xi. Timely reconciliation of custodial reports
- xii. Appropriate security for online transactions and access to bank accounts and bank data

An external auditor shall provide an annual independent review to assure compliance with Oregon state law and district policies and procedures.

D. Accounting Method

The district shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including but not necessarily limited to, the Governmental Accounting Standards Board (GASB); the American Institute of Certified Public Accountants (AICPA); and the Financial Accounting Standards Board (FASB).

E. Pooling of Funds

Except for cash in certain restricted and special funds, the district will consolidate balances from all funds to maximize investment earnings. Investment income will be allocated to

the various funds based on their respective participation and in accordance with generally accepted accounting principles.

8. Authorized and Suitable Investments

A. Permitted Investments

All investments of the district shall be made in accordance with Oregon Revised Statutes: ORS 294.035 (Investment of surplus funds of political subdivisions; approved investments), ORS 294.040 (Restriction on investments under ORS 294.035), ORS 294.135 (Investment maturity dates), ORS 294.145 (Prohibited conduct for custodial officer), and ORS 294.805 to 294.895 (Local Government Investment Pool). If additional types of securities are considered for investment, per Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by The Tualatin Hills Park & Recreation District Board of Directors. Minimum credit ratings and percentage limitations apply to the time of purchase.

The following lists allowable investment types:

US Treasury Obligations: Direct obligations of the United States Treasury whose payment is guaranteed by the United States. [ORS Section 294.035(3)(a)]

US Agency Obligations: Federal agency and instrumentalities of the United States or enterprises sponsored by the United States Government (GSE) and whose payment is guaranteed by the United States, the agencies and instrumentalities of the United States or enterprises sponsored by the United States Government. [ORS Section 294.035(3)(a)]

Municipal Debt: Lawfully issued debt obligations of the States of Oregon, California, Idaho and Washington and political subdivisions of those states if the obligations have a long-term rating on the settlement date of AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization, or are rated on the settlement date in the highest category for short-term municipal debt by a nationally recognized statistical rating organization. [ORS Section 294.035(3)(b) and (c)]

Corporate Indebtedness: Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933. Corporate indebtedness must be rated on the settlement date AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization. [ORS Section 294.035(3)(i)]

Commercial Paper: Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933, as amended. Commercial Paper must be rated A1 by Standard and Poor's or P1 by Moody's or equivalent rating by any nationally recognized statistical rating organization. Issuer constraints for commercial paper combined with corporate notes will be limited by statute to 5% of market value per issuer. [ORS Section 294.035(3)(i)]

Certificates of Deposit: Certificates of deposit in insured institutions as defined in ORS 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)].

Bank Time Deposit/Savings Accounts: Time deposit open accounts or savings accounts in insured institutions as defined in ORS Section 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)(e)].

Bankers' Acceptances: A short-term credit investment created by a non-financial firm and guaranteed by a qualified financial institution whose short-term letter of credit rating is rated in the highest category without any refinement or gradation by one or more nationally recognized statistical rating organization. For the purposes of this paragraph, "qualified financial institution" means: (i) A financial institution that is located and licensed to do banking business in the State of Oregon; or (ii) A financial institution that is wholly owned by a financial holding company or a bank holding company that owns a financial institution that is located and licensed to do banking business in the State of Oregon. [ORS 294.035(3)(h)]

Local Government Investment Pool: State Treasurer's local short-term investment fund up to the statutory limit per ORS Section 294.810.

B. Collateralization

Time deposit open accounts, Certificates of Deposit and savings accounts shall be collateralized through the state collateral pool for any excess over the amount insured by an agency of the United States government in accordance with ORS 295.018. All depositories must be on the State of Oregon's qualified list. Additional collateral requirements may be required if the Investment Officer deems increased collateral is beneficial to the protection of the monies under the district's management.

C. Approval of Permitted Investments

If additional types of securities are considered for investment, per Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by the district.

D. Prohibited Investments

- i. The district shall not invest in "144A" private placement securities, this includes commercial paper privately placed under section 4(a)(2) of the Securities Act of 1933.
- ii. The district shall not lend securities nor directly participate in a securities lending or reverse repurchase program.
- iii. The district shall not purchase mortgage-backed securities.
- iv. The district shall not purchase, per ORS 294.040, any bonds of issuers listed in ORS 294.035(3)(a) to (c) that have a prior default history.
- v. No commitment to buy or sell securities may be made more than 14 days prior to the anticipated settlement date.

9. Investment Parameters

A. Credit Risk

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. Credit risk will be mitigated by the following guidelines:

- i. Diversification: It is the policy of the district to diversify its investments. Where appropriate, exposures will be limited by security type; maturity; issuance, issuer, and security type. Allowed security types and Investment exposure limitations are detailed in the table below.
- ii. Credit Ratings: Investments must have a rating from at least one of the following nationally recognized statistical ratings organizations (NRSRO): Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service as detailed in the table below. Ratings used to apply the guidelines below should be investment level ratings and not issuer level ratings.
- iii. The minimum weighted average credit rating of the portfolio's rated investments shall be AA-/Aa3/AA- by Standard & Poor's; Moody's Investors Service; and Fitch Ratings Service respectively.
- iv. Diversification and Credit Exposure Constraints: The following table limits exposures among investments permitted by this policy.

Total Portfolio Diversification Constraints

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P, Moody's, or Equivalent NRSRO	Maximum Maturity
US Treasury Obligations	100%	None	N/A	5.25 years
US Agency Obligations	100%	35%	N/A	5.25 years
Municipal Bonds (OR, CA, ID, WA)	25%	10%	AA- / Aa3 Short Term*	5.25 years
Corporate Notes	35%**	5%***	AA- / Aa3	5.25 years
Commercial Paper			A1 / P1	270 days
Bank Time Deposits/Savings	20%	20%	Oregon Public Depository	N/A
Certificates of Deposit	20%	10%	Oregon Public Depository	5.25 years
Banker's Acceptance	20%	10%	A1 / P1	180 days
Oregon Short-Term Fund	Maximum allowed per ORS 294.810	None	N/A	N/A

*Short Term Ratings: Moody's - P1/MIG1/VMIG1. S&P - A-1/SP-1, Fitch F1

**35% maximum combined corporate and commercial paper per ORS.

***Issuer constraints apply to the combined issues in corporate and commercial paper holdings.

B. Determining a Security's Rating

A single rating will be determined for each investment by utilizing the highest security level rating available for the security from Standard and Poor's, Moody's Investor Services and Fitch Ratings respectively.

C. Investment Maturity

- i. Where feasible and prudent, investment maturities should be matched with expected cash outflows to mitigate risk.
- ii. The district will not directly invest in securities maturing more than 5.25 years* from the date of purchase.
- iii. The maximum weighted maturity of the total portfolio shall not exceed ~~2.00-50~~ years. This maximum is established to limit the portfolio to excessive price change exposure.
- iv. Liquidity funds will be held in the State Pool or ~~in money market instruments~~ [bank deposits](#) generally maturing one year and shorter.
- v. Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between one day and 5.25 years and will be only invested in higher quality and liquid securities.

Total Portfolio Maturity Constraints:

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5.25 years	100%
Maturity Constraints	Maximum of Total Portfolio in Years
Weighted Average Maturity	2.0 years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

Commented [AM2]: Update WAM to 2.5 to align with current Investment Core Strategy

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5.25 years	100%
Maturity Constraints	Total Portfolio Maximum
Weighted Average Maturity	2.5 years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

*Exception to 5.25-year maturity maximum: Reserve or Capital Improvement Project monies may be invested in securities exceeding 5.25 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

10. Investment of Proceeds from Debt Issuance

Investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. The investments will be made in a manner to match cash flow expectations based on managed disbursement schedules.

Liquidity for bond proceeds will be managed through the OSTF Pool or Bank deposit balances.

Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not invested for resale and maturity matched with expected outflows.

Information will be maintained for arbitrage rebate calculations.

11. Investment of Reserve or Capital Improvements

Pursuant to ORS 294.135(1)(b), reserve or capital Improvement project monies may be invested in securities with a maturity of 5.25 years at the maximum when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of the governing body of the district, municipality, district or other political subdivision, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used. Reserve or Capital Improvement Project monies

may be invested in securities exceeding 5.25 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

12. Guideline Measurement and Adherence

A. Guideline Measurement

Guideline measurements will use market value of investments.

B. Guideline Compliance

- i. If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- ii. Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to the Tualatin Hills Park & Recreation District Board of Directors.
- iii. Due to fluctuations in the aggregate surplus funds balance, maximum or minimum percentages for a particular issuer, ~~or~~ investment type, or minimum maturity constraint may be ~~exceeded~~ surpassed at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

13. Reporting and Disclosure

A. Compliance

The Investment Officer shall prepare a report at least quarterly that allows the district board of directors to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment oversight body. The report will include, at a minimum, the following:

- i. A listing of all investments held during the reporting period showing: par/face value; accounting book value; market value; type of investment; issuer; credit ratings; and yield to maturity (yield to worst if callable).
- ii. Average maturity of the portfolio at period-end
- iii. Maturity distribution of the portfolio at period-end
- iv. Average portfolio credit quality of the portfolio at period-end
- v. Average weighted yield to maturity (yield to worst if callable investments are allowed) of the portfolio
- vi. Distribution by type of investment
- vii. Transactions since last report
- viii. Violations of portfolio guidelines or non-compliance issues that occurred during the prior period or that are outstanding. This report should also note actions (taken or planned) to bring the portfolio back into compliance.

B. Performance Standards/Evaluation

- i. The district liquidity yields will be compared to the OST Pool rates.
- ii. The Core portfolio will be invested into a predetermined structure that will be measured against a selected benchmark portfolio. The structure will be based upon a chosen minimum and maximum effective duration and will have the objective to achieve market rates of returns over long investment horizons. The purpose of the benchmark is to appropriately manage the risk in the portfolio given interest rate cycles. The core portfolio is expected to provide similar returns to the benchmark over interest rate cycles but may underperform or outperform in certain periods. The portfolio will be positioned to first protect principal and then achieve market rates of return. The benchmark used will be a 0-3 year or 0-5 year standard market index and comparisons will be calculated monthly and reported quarterly.
- iii. When comparing the performance of the district's portfolio, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.
- iv. The mark to market pricing will be calculated monthly and be provided in a monthly report.

C. Audits

The investment Officer shall establish an annual process of independent review by the external auditor to assure compliance with internal controls. Such audit will include tests deemed appropriate by the auditor.

D. Reporting Requirements

The Investment Officer will retain and provide quarterly investment reports to the board of directors in a similar manner as outlined in ORS 208.090. The reports also will be available upon request. Securities holdings and cash balances held in the investment portfolio will be provided on the reports.

The minimum quarterly reporting requirements for total portfolio are as follows:

- Earnings Yield
- Holdings Report (including mark to market)
- Transactions Report
- Weighted Average Maturity or Duration
- Compliance Report

14. Policy Maintenance and Considerations

A. Review

The investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

The annual report should also serve as a venue to suggest policies and improvements to the investment program, and shall include an investment plan for the coming year.

B. Exemptions

Any investment held prior to the adoption of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested as provided by this policy.

C. Policy Adoption and Amendments

This Investment Policy and any modifications to this policy must be formally approved in writing by the Tualatin Hills Park & Recreation District Board of Directors. Regardless of whether this policy is submitted to the OSTF Board for comment, this policy shall be re-submitted not less than annually to the Tualatin Hills Park & Recreation District Board of Directors for approval.

Glossary of Terms

Accrued Interest: The interest accumulated on a security since the issue date or since the last coupon payment. The buyer of the security pays the market price plus accrued interest.

Agency Securities: See "Federal Agency Securities."

Bankers' Acceptance (BA's): A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a month market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point: A basis point is a unit of measure used in finance to describe the percentage change in the value or rate of a financial instrument. One basis point is equivalent to 0.01% (1/100th of a percent) or 0.0001 in decimal form. In most cases, it refers to changes in interest rates and bond yields.

Benchmark: A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

Bond: An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and it is usually secured by specific assets. Most bonds have a maturity of greater than one year and in general, pay interest semiannually.

Broker/Dealer: A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for the services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning an inventory of securities, whereas a broker merely matches up buyers and sellers.

Call: An option to buy a specific asset at a certain price within a certain period of time.

Callable: A bond or preferred stock that may be redeemed by the issuer before maturity for a call price specified at the time of issuance.

Call Date: The date before maturity on which a bond may be redeemed at the option of the issuer.

Certificate of Deposit (CD): Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity).

Collateral: Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper: Short-term, unsecured, negotiable promissory notes issued by a company or financial institution. Issued at a discount and matures at par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Core Fund: Core funds are defined as operating fund balance which exceeds THE DISTRICT's daily liquidity needs. Core funds are invested out the yield curve to diversify maturity structure in

the overall portfolio. Having longer term investments in a portfolio will stabilize the overall portfolio interest earnings over interest rate cycles.

Corporate Note: A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Coupon Rate: The annual rate of interest that the issuer of a bond promises to pay to the holder of the bond.

Current Maturity: The amount of time left until an obligation matures. For example, a one-year bill issued nine months ago has a current maturity of three months.

Current Yield: The coupon payments on a security as a percentage of the security's market price. In many instances the price should be gross of accrued interest, particularly on instruments where no coupon is left to be paid until maturity.

CUSIP: A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.

Delivery Versus Payment (DVP): Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC): A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Discount Notes: Short term debt obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Discount Notes typically have very large primary (new issue) and secondary markets.

Federal Agency Security: A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency: Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets.

Federal Farm Credit Banks Funding Corporation (FFCB): A Government Sponsored Enterprise (GSE) system that is a network of cooperatively owned lending institutions that provide credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit

risk due to its importance to the U.S. Financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Home Loan Bank System (FHLB): A Government Sponsored Enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"): One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "reference note" program.

Federal National Mortgage Association (FNMA or "Fannie Mae"): One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Federal Reserve Bank: One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed): The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven-member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

General Obligation Bonds (GOs): Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.

Government Bonds: Securities issued by the federal government; they are obligations of the U.S. Treasury. Also known as "government bonds."

Government Sponsored Enterprise (GSE): Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing

sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and FFCB.

Interest: Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

Interest Rate: The interest payable each year on borrowed funds, expressed as a percentage of the principal.

Investment Advisor: A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Portfolio: A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

Investment Securities: Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

Liquidity: The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

Liquidity Component: A percentage of the total portfolio that is dedicated to providing liquidity needs for the district.

Mark to Market: Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

Municipals: Securities, usually bonds, issued by a state or its agencies. The interest on "munis" is usually exempt from federal income taxes and state and local income taxes in the state of issuance. Municipal securities may or may not be backed by the issuing agency's taxation powers.

NRSRO: A "Nationally Recognized Statistical Rating Organization." A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating such as Moody's, S&P, Fitch and Duff & Phelps.

Par Value: The value of a security expressed as a specific dollar amount marked on the face of the security, or the amount of money due at maturity. Par value should not be confused with market value.

Prudent Person Standard: Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee will act with care, skill, prudence, and diligence under the circumstances the prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the entity.

Rate of Return: Amount of income received from an investment, expressed as a percentage of the amount invested.

State of Oregon Local Government Investment Pool (OSTF – Oregon Short Term Fund): The OSTF is organized pursuant to ORS 294.805 through 294.895. Participation in the Pool will not exceed the maximum limit annually set by ORS 294.810.

Total Return: Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasury Bill (T-Bill): An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

Treasury Bonds and Notes: Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.

Yield: The annual rate of return on an investment, expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield to Maturity: The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.

Ratings Table – Long-Term

Three Highest Rating Categories	S&P	Moody's	Fitch	Definition
AAA		Aaa	AAA	Highest credit quality
AA+, AA, AA-		Aa1, Aa2, Aa3	AA+, AA, AA-	Very high credit quality
A+, A, A-		A1, A2, A3	A+, A, A-	High credit quality
	BBB+, BBB, BBB-	Baa1, Baa2, Baa3	BBB+, BBB, BBB-	Good credit quality
	BB+, BB, BB-	Ba1, Ba2, Ba3	BB+, BB, BB-	Non-investment grade

Ratings Table – Short-Term

Highest Rating Category	S&P	Moody's	Fitch	Definition
A1+, A1		P1+, P1	F1+, F1	Highest credit quality
Municipal Commercial Paper				
A-1, A-1+, SP-1+, SP-1		P1, MIG1, VMIG1	F1+, F1	Highest credit quality

RESOLUTION NO. 2025-08

TUALATIN HILLS PARK & RECREATION DISTRICT, OREGON

RESOLUTION ADOPTING INVESTMENT POLICY AND GUIDELINES

WHEREAS, the Tualatin Hills Park and Recreation District Board of Directors must adopt a policy to provide guidelines for investment of short-term operating and capital funds, including bond proceeds and bond reserve funds; and

WHEREAS, the existing policy, adopted in June 2024, needs to be reviewed and approved annually to comply with Oregon Revised Statutes (ORS Chapter 294.135(a)); and

WHEREAS, the current policy provided requires minor adjustments of the 2024 policy, as recommended by the investment portfolio advisors, see the attached memo.

THE TUALATIN HILLS PARK & RECREATION DISTRICT RESOLVES AS FOLLOWS:

Section 1. The Board of Directors adopts the Investment Policy and Portfolio Guidelines attached as an Exhibit to this resolution.

Section 2. This resolution takes effect immediately upon its adoption by the Board of Directors.

Adopted by the Board of Directors this 11th day of June 2025.

Barbie Minor, President

Alfredo Moreno, Secretary

ATTEST:

Jessica Collins, Recording Secretary



Investment Policy

June 11, 2025

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1. Purpose

This Investment Policy defines the parameters within which funds are to be invested by the Tualatin Hills Park and Recreation District (district). This policy formalizes the framework, pursuant to ORS 294.135, for the district's investment activities to ensure effective and judicious management within the scope of this policy.

2. Governing Authority

The district's investment program shall be operated in conformance with Oregon Revised Statutes and applicable federal law. ORS 294.035; 294.040; 294.052; 294.135; 294.145; and 294.810. All funds within the scope of this policy are subject to laws established by the state of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

This Policy has been adopted by Resolution #2023-07 by the THPRD Board of Directors on June 14, 2023, and replaces the district's previously adopted policy dated May 10, 2010.

3. Scope

This policy applies to activities of the district with regard to investing the financial assets of shorter-term operating funds, capital funds including bond proceeds and bond reserve funds. Investments of employees' retirement funds, deferred compensation plans, and other funds are not covered by this policy. The amount of funds falling within the scope of this policy over the next three years is expected to range between \$5 million and \$200 million.

4. General Objectives

A. Preservation of Invested Capital

Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal is to mitigate credit risk and interest rate risk.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated operating requirements. Furthermore, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in the Oregon Short-Term Fund which offers next-day liquidity. Where possible and prudent, the portfolio should be structured so that investments mature concurrent with anticipated demands.

C. Return

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the safety and liquidity needs of the portfolio. Although return consists of both principal return (gains and losses due to market value fluctuations) and income return (yield), this policy discourages

active trading and turnover of investments. Investments should generally be held to maturity.

5. Standards of Care

A. Prudence

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy. The “prudent person” standard states:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

B. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the district. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS Chapter 244.

C. Delegation of Authority and Responsibilities

i. Governing Body

The board of directors will retain ultimate fiduciary responsibility for invested funds. The governing body will receive reports, pursuant to, and with sufficient detail to comply with ORS 294.085 and 294.155.

ii. Delegation of Authority

Authority to manage investments within the scope of this policy and operate the investment program in accordance with established written procedures and internal controls is granted to the Finance Director, or designee (hereinafter referred to as Investment Officer), and derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

iii. Investment Advisor

The Finance Director may engage the services of one or more external investment managers to assist in the management of the district investment portfolio in a manner consistent with this investment policy. Investment advisors may be hired on a discretionary or a non-discretionary basis. If the district hires an investment advisor to provide investment management services, the advisor is authorized to transact with its direct dealer relationships on behalf of the district.

6. Transaction Counterparties

A. Broker/Dealers

The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. A list will be maintained of approved broker/dealer firms and affiliated registered representatives.

The following minimum criteria must be met prior to authorizing investment transactions. The Investment Officer may impose more stringent criteria.

- i. Broker/Dealer firms must meet the following minimum criteria:
 - a. Be registered with the Securities and Exchange Commission (SEC)
 - b. Be registered with the Financial Industry Regulatory Authority (FINRA)
 - c. Provide most recent audited financials
 - d. Provide FINRA Focus Report filings
- ii. Approved broker/dealer employees who execute transactions with the district must meet the following minimum criteria:
 - a. Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
 - b. Be licensed by the state of Oregon;
 - c. Provide certification (in writing) of having read, understood, and agreed to comply with the most current version of this investment policy.
- iii. Periodic (at least annual) review of all authorized broker/dealers and their respective authorized registered representatives will be conducted by the Investment Officer. Factors to consider would be:

- a. Pending investigations by securities regulators
 - b. Significant changes in net capital
 - c. Pending customer arbitration cases
 - d. Regulatory enforcement actions
- iv. The Investment Officer shall maintain and review annually a list of all authorized financial institutions and broker/dealers that are approved to transact with the district for investment purposes.

The Investment Officer may utilize the investment advisor's approved broker/dealer list in lieu of the district's own approved list. The advisor must submit the approved list to the district annually and provide updates throughout the year as they occur. The advisor must maintain documentation of appropriate license and professional credentials of broker/dealers on the list. The annual investment advisor broker/dealer review procedures should include:

- a. FINRA Certification check
 - Firm Profile
 - Firm History
 - Firm Operations
 - Disclosures of Arbitration Awards, Disciplinary and Regulatory Events
 - State Registration Verification
- b. Financial review of acceptable FINRA capital requirements or letter of credit for clearing settlements.

The advisors must provide the district with any changes to the list prior to transacting on behalf of the district.

The advisor may be authorized through the contracted agreement to open accounts on behalf of the district with the broker/dealers on the approved list. The district will receive documentation directly from the brokers for account verification and regulatory requirements.

B. Investment Advisors

A list will be maintained of approved advisors selected by conducting a process of due diligence.

- i. The following items are required for all approved Investment Advisors:
 - a. The investment advisor firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the state of Oregon (Note: Investment advisor firms with assets under management > \$100 million must be registered with the SEC, otherwise the firm must be licensed by the state of Oregon).
 - b. All investment advisor firm representatives conducting investment transactions on behalf of the district must be registered representatives with FINRA.
 - c. All investment advisor firm representatives conducting investment transactions on behalf of the district must be licensed by the state of Oregon.

- ii. A periodic (at least annual) review of all authorized investment advisors under contract will be conducted by the Investment Officer to determine their continued eligibility within the portfolio guidelines. The investment Advisor must notify the district immediately if any of the following issues arise while serving under a district contract:
 - a. Pending investigations by securities regulators.
 - b. Significant changes in net capital.
 - c. Pending customer arbitration cases.
 - d. Regulatory enforcement actions.

C. Depositories

All financial institutions who desire to become depositories must be qualified Oregon Depositories pursuant to ORS Chapter 295.

D. Competitive Transactions

- i. The Investment Officer shall obtain and document competitive bid information on all investments purchased or sold in the secondary market. Competitive bids or offers should be obtained, when possible, from at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.
- ii. In the instance of a security for which there is no readily available competitive bid or offering on the same specific issue, then the Investment Officer shall document quotations for comparable or alternative securities.
- iii. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price. However, the Investment Officer is encouraged to document quotations on comparable securities.
- iv. If an investment advisor provides investment management services, the advisor must retain documentation of competitive pricing execution on each transaction and provide upon request.

7. Administration and Operations

A. Delivery vs. Payment

All trades of marketable securities will be executed (cleared and settled) by delivery vs. payment (DVP) to ensure that securities are deposited in the district safekeeping institution prior to the release of funds.

B. Third-Party Safekeeping

Securities will be held by an independent third-party safekeeping institution selected by the district. All securities will be evidenced by safekeeping receipts in the district's name. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16. The district will have online access through the safekeeping bank for verification of the account holdings and transactions. The district may hold bank deposits or certificates of deposits at banks qualified under ORS 295.

C. Internal Controls

The Finance Director is responsible for establishing and maintaining an adequate internal control structure designed to reasonably assure that invested funds are invested within the parameters of this Investment policy and, protected from loss, theft or misuse. Specifics for the internal controls shall be documented in writing. The established control structure shall be reviewed and updated periodically by the district.

The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:

- i. Compliance with investment policy constraints and requirements
- ii. Control of collusion
- iii. Segregation of duties and separation of responsibilities for trade execution, accounting, and record keeping
- iv. Custodial safekeeping
- v. Avoidance of physical delivery of securities wherever possible and address control requirements for physical delivery where necessary
- vi. Clear delegation of authority
- vii. Confirmation of transactions for investments and wire transfers in written or digitally verifiable electronic form
- viii. Dual authorizations of wire and automated clearing house (ACH) transfers
- ix. Staff training
- x. Review, maintenance and monitoring of security procedures both manual and automated
- xi. Timely reconciliation of custodial reports
- xii. Appropriate security for online transactions and access to bank accounts and bank data

An external auditor shall provide an annual independent review to assure compliance with Oregon state law and district policies and procedures.

D. Accounting Method

The district shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including but not necessarily limited to, the Governmental Accounting Standards Board (GASB); the American Institute of Certified Public Accountants (AICPA); and the Financial Accounting Standards Board (FASB).

E. Pooling of Funds

Except for cash in certain restricted and special funds, the district will consolidate balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

8. Authorized and Suitable Investments

A. Permitted Investments

All investments of the district shall be made in accordance with Oregon Revised Statutes: ORS 294.035 (Investment of surplus funds of political subdivisions; approved investments), ORS 294.040 (Restriction on investments under ORS 294.035), ORS 294.135 (Investment maturity dates), ORS 294.145 (Prohibited conduct for custodial officer), and ORS 294.805 to 294.895 (Local Government Investment Pool). If additional types of securities are considered for investment, per Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by The Tualatin Hills Park & Recreation District Board of Directors. Minimum credit ratings and percentage limitations apply to the time of purchase.

The following lists allowable investment types:

US Treasury Obligations: Direct obligations of the United States Treasury whose payment is guaranteed by the United States. [ORS Section 294.035(3)(a)]

US Agency Obligations: Federal agency and instrumentalities of the United States or enterprises sponsored by the United States Government (GSE) and whose payment is guaranteed by the United States, the agencies and instrumentalities of the United States or enterprises sponsored by the United States Government. [ORS Section 294.035(3)(a)]

Municipal Debt: Lawfully issued debt obligations of the States of Oregon, California, Idaho and Washington and political subdivisions of those states if the obligations have a long-term rating on the settlement date of AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization, or are rated on the settlement date in the highest category for short-term municipal debt by a nationally recognized statistical rating organization. [ORS Section 294.035(3)(b) and (c)]

Corporate Indebtedness: Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933. Corporate indebtedness must be rated on the settlement date AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization. [ORS Section 294.035(3)(i)]

Commercial Paper: Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933, as amended. Commercial Paper must be rated A1 by Standard and Poor's or P1 by Moody's or equivalent rating by any nationally recognized statistical rating organization. Issuer constraints for commercial paper combined with corporate notes will be limited by statute to 5% of market value per issuer. [ORS Section 294.035(3)(i)]

Certificates of Deposit: Certificates of deposit in insured institutions as defined in ORS 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)].

Bank Time Deposit/Savings Accounts: Time deposit open accounts or savings accounts in insured institutions as defined in ORS Section 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)(e)].

Bankers' Acceptances: A short-term credit investment created by a non-financial firm and guaranteed by a qualified financial institution whose short-term letter of credit rating is rated in the highest category without any refinement or gradation by one or more nationally recognized statistical rating organization. For the purposes of this paragraph, "qualified financial institution" means: (i) A financial institution that is located and licensed to do banking business in the State of Oregon; or (ii) A financial institution that is wholly owned by a financial holding company or a bank holding company that owns a financial institution that is located and licensed to do banking business in the State of Oregon. [ORS 294.035(3)(h)]

Local Government Investment Pool: State Treasurer's local short-term investment fund up to the statutory limit per ORS Section 294.810.

B. Collateralization

Time deposit open accounts, Certificates of Deposit and savings accounts shall be collateralized through the state collateral pool for any excess over the amount insured by an agency of the United States government in accordance with ORS 295.018. All depositories must be on the State of Oregon's qualified list. Additional collateral requirements may be required if the Investment Officer deems increased collateral is beneficial to the protection of the monies under the district's management.

C. Approval of Permitted Investments

If additional types of securities are considered for investment, per Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by the district.

D. Prohibited Investments

- i. The district shall not invest in "144A" private placement securities, this includes commercial paper privately placed under section 4(a)(2) of the Securities Act of 1933.
- ii. The district shall not lend securities nor directly participate in a securities lending or reverse repurchase program.
- iii. The district shall not purchase mortgage-backed securities.
- iv. The district shall not purchase, per ORS 294.040, any bonds of issuers listed in ORS 294.035(3)(a) to (c) that have a prior default history.
- v. No commitment to buy or sell securities may be made more than 14 days prior to the anticipated settlement date.

9. Investment Parameters

A. Credit Risk

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. Credit risk will be mitigated by the following guidelines:

- i. Diversification: It is the policy of the district to diversify its investments. Where appropriate, exposures will be limited by security type; maturity; issuance, issuer, and security type. Allowed security types and Investment exposure limitations are detailed in the table below.
- ii. Credit Ratings: Investments must have a rating from at least one of the following nationally recognized statistical ratings organizations (NRSRO): Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service as detailed in the table below. Ratings used to apply the guidelines below should be investment level ratings and not issuer level ratings.
- iii. The minimum weighted average credit rating of the portfolio's rated investments shall be AA-/Aa3/AA- by Standard & Poor's; Moody's Investors Service; and Fitch Ratings Service respectively.
- iv. Diversification and Credit Exposure Constraints: The following table limits exposures among investments permitted by this policy.

Total Portfolio Diversification Constraints

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P, Moody's, or Equivalent NRSRO	Maximum Maturity
US Treasury Obligations	100%	None	N/A	5.25 years
US Agency Obligations	100%	35%	N/A	5.25 years
Municipal Bonds (OR, CA, ID, WA)	25%	10%	AA- / Aa3 Short Term*	5.25 years
Corporate Notes	35%**	5%***	AA- / Aa3	5.25 years
Commercial Paper			A1 / P1	270 days
Bank Time Deposits/Savings	20%	20%	Oregon Public Depository	N/A
Certificates of Deposit	20%	10%	Oregon Public Depository	5.25 years
Banker's Acceptance	20%	10%	A1 / P1	180 days
Oregon Short-Term Fund	Maximum allowed per ORS 294.810	None	N/A	N/A

*Short Term Ratings: Moody's - P1/MIG1/VMIG1. S&P - A-1/SP-1, Fitch F1

**35% maximum combined corporate and commercial paper per ORS.

***Issuer constraints apply to the combined issues in corporate and commercial paper holdings.

B. Determining a Security's Rating

A single rating will be determined for each investment by utilizing the highest security level rating available for the security from Standard and Poor's, Moody's Investor Services and Fitch Ratings respectively.

C. Investment Maturity

- i. Where feasible and prudent, investment maturities should be matched with expected cash outflows to mitigate risk.
- ii. The district will not directly invest in securities maturing more than 5.25 years* from the date of purchase.
- iii. The maximum weighted maturity of the total portfolio shall not exceed 2.50years. This maximum is established to limit the portfolio to excessive price change exposure.
- iv. Liquidity funds will be held in the State Pool or bank deposits generally maturing one year and shorter.
- v. Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between one day and 5.25 years and will be only invested in higher quality and liquid securities.

Total Portfolio Maturity Constraints:

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5.25 years	100%
Maturity Constraints	Total Portfolio Maximum
Weighted Average Maturity	2.5 years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

*Exception to 5.25-year maturity maximum: Reserve or Capital Improvement Project monies may be invested in securities exceeding 5.25 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

10. Investment of Proceeds from Debt Issuance

Investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. The investments will be made in a manner to match cash flow expectations based on managed disbursement schedules.

Liquidity for bond proceeds will be managed through the OSTF Pool or Bank deposit balances.

Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not invested for resale and maturity matched with expected outflows.

Information will be maintained for arbitrage rebate calculations.

11. Investment of Reserve or Capital Improvements

Pursuant to ORS 294.135(1)(b), reserve or capital Improvement project monies may be invested in securities with a maturity of 5.25 years at the maximum when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of the governing body of the district, municipality, district or other political subdivision, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used. Reserve or Capital Improvement Project monies may be invested in securities exceeding 5.25 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

12. Guideline Measurement and Adherence

A. Guideline Measurement

Guideline measurements will use market value of investments.

B. Guideline Compliance

- i. If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- ii. Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to the Tualatin Hills Park & Recreation District Board of Directors.
- iii. Due to fluctuations in the aggregate surplus funds balance, maximum or minimum percentages for a particular issuer, investment type, or minimum maturity constraint may be surpassed at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

13. Reporting and Disclosure

A. Compliance

The Investment Officer shall prepare a report at least quarterly that allows the district board of directors to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment oversight body. The report will include, at a minimum, the following:

- i. A listing of all investments held during the reporting period showing: par/face value; accounting book value; market value; type of investment; issuer; credit ratings; and yield to maturity (yield to worst if callable).
- ii. Average maturity of the portfolio at period-end
- iii. Maturity distribution of the portfolio at period-end
- iv. Average portfolio credit quality of the portfolio at period-end
- v. Average weighted yield to maturity (yield to worst if callable investments are allowed) of the portfolio
- vi. Distribution by type of investment
- vii. Transactions since last report
- viii. Violations of portfolio guidelines or non-compliance issues that occurred during the prior period or that are outstanding. This report should also note actions (taken or planned) to bring the portfolio back into compliance.

B. Performance Standards/Evaluation

- i. The district liquidity yields will be compared to the OST Pool rates.
- ii. The Core portfolio will be invested into a predetermined structure that will be measured against a selected benchmark portfolio. The structure will be based upon a chosen minimum and maximum effective duration and will have the objective to achieve market rates of returns over long investment horizons. The purpose of the benchmark is to appropriately manage the risk in the portfolio given interest rate cycles. The core portfolio is expected to provide similar returns to the benchmark over interest rate cycles but may underperform or outperform in certain periods. The portfolio will be positioned to first protect principal and then achieve market rates of return. The benchmark used will be a 0-3 year or 0-5 year standard market index and comparisons will be calculated monthly and reported quarterly.
- iii. When comparing the performance of the district's portfolio, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.
- iv. The mark to market pricing will be calculated monthly and be provided in a monthly report.

C. Audits

The investment Officer shall establish an annual process of independent review by the external auditor to assure compliance with internal controls. Such audit will include tests deemed appropriate by the auditor.

D. Reporting Requirements

The Investment Officer will retain and provide quarterly investment reports to the board of directors in a similar manner as outlined in ORS 208.090. The reports also will be available upon request. Securities holdings and cash balances held in the investment portfolio will be provided on the reports.

The minimum quarterly reporting requirements for total portfolio are as follows:

- Earnings Yield
- Holdings Report (including mark to market)
- Transactions Report
- Weighted Average Maturity or Duration
- Compliance Report

14. Policy Maintenance and Considerations

A. Review

The investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

The annual report should also serve as a venue to suggest policies and improvements to the investment program, and shall include an investment plan for the coming year.

B. Exemptions

Any investment held prior to the adoption of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested as provided by this policy.

C. Policy Adoption and Amendments

This Investment Policy and any modifications to this policy must be formally approved in writing by the Tualatin Hills Park & Recreation District Board of Directors. Regardless of whether this policy is submitted to the OSTF Board for comment, this policy shall be re-submitted not less than annually to the Tualatin Hills Park & Recreation District Board of Directors for approval.

Glossary of Terms

Accrued Interest: The interest accumulated on a security since the issue date or since the last coupon payment. The buyer of the security pays the market price plus accrued interest.

Agency Securities: See “Federal Agency Securities.”

Bankers’ Acceptance (BA’s): A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers’ acceptances are traded at a discount from face value as a month market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point: A basis point is a unit of measure used in finance to describe the percentage change in the value or rate of a financial instrument. One basis point is equivalent to 0.01% (1/100th of a percent) or 0.0001 in decimal form. In most cases, it refers to changes in interest rates and bond yields.

Benchmark: A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio’s investments.

Bond: An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and it is usually secured by specific assets. Most bonds have a maturity of greater than one year and in general, pay interest semiannually.

Broker/Dealer: A person or firm transacting securities business with customers. A “broker” acts as an agent between buyers and sellers, and receives a commission for the services. A “dealer” buys and sells financial assets from its own portfolio. A dealer takes risk by owning an inventory of securities, whereas a broker merely matches up buyers and sellers.

Call: An option to buy a specific asset at a certain price within a certain period of time.

Callable: A bond or preferred stock that may be redeemed by the issuer before maturity for a call price specified at the time of issuance.

Call Date: The date before maturity on which a bond may be redeemed at the option of the issuer.

Certificate of Deposit (CD): Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity).

Collateral: Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper: Short-term, unsecured, negotiable promissory notes issued by a company or financial institution. Issued at a discount and matures at par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Core Fund: Core funds are defined as operating fund balance which exceeds THE DISTRICT’s daily liquidity needs. Core funds are invested out the yield curve to diversify maturity structure in

the overall portfolio. Having longer term investments in a portfolio will stabilize the overall portfolio interest earnings over interest rate cycles.

Corporate Note: A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Coupon Rate: The annual rate of interest that the issuer of a bond promises to pay to the holder of the bond.

Current Maturity: The amount of time left until an obligation matures. For example, a one-year bill issued nine months ago has a current maturity of three months.

Current Yield: The coupon payments on a security as a percentage of the security's market price. In many instances the price should be gross of accrued interest, particularly on instruments where no coupon is left to be paid until maturity.

CUSIP: A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.

Delivery Versus Payment (DVP): Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC): A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Discount Notes: Short term debt obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Discount Notes typically have very large primary (new issue) and secondary markets.

Federal Agency Security: A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency: Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets.

Federal Farm Credit Banks Funding Corporation (FFCB): A Government Sponsored Enterprise (GSE) system that is a network of cooperatively owned lending institutions that provide credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit

risk due to its importance to the U.S. Financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Home Loan Bank System (FHLB): A Government Sponsored Enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"): One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"): One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

Federal Reserve Bank: One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed): The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven-member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

General Obligation Bonds (GOs): Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.

Government Bonds: Securities issued by the federal government; they are obligations of the U.S. Treasury. Also known as “government securities.”

Government Sponsored Enterprise (GSE): Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing

sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and FFCB.

Interest: Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

Interest Rate: The interest payable each year on borrowed funds, expressed as a percentage of the principal.

Investment Advisor: A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Portfolio: A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

Investment Securities: Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

Liquidity: The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

Liquidity Component: A percentage of the total portfolio that is dedicated to providing liquidity needs for the district.

Mark to Market: Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

Municipals: Securities, usually bonds, issued by a state or its agencies. The interest on “munis” is usually exempt from federal income taxes and state and local income taxes in the state of issuance. Municipal securities may or may not be backed by the issuing agency’s taxation powers.

NRSRO: A “Nationally Recognized Statistical Rating Organization.” A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating such as Moody’s, S&P, Fitch and Duff & Phelps.

Par Value: The value of a security expressed as a specific dollar amount marked on the face of the security, or the amount of money due at maturity. Par value should not be confused with market value.

Prudent Person Standard: Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee will act with care, skill, prudence, and diligence under the circumstances the prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the entity.

Rate of Return: Amount of income received from an investment, expressed as a percentage of the amount invested.

State of Oregon Local Government Investment Pool (OSTF – Oregon Short Term Fund): The OSTF is organized pursuant to ORS 294.805 through 294.895. Participation in the Pool will not exceed the maximum limit annually set by ORS 294.810.

Total Return: Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasury Bill (T-Bill): An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

Treasury Bonds and Notes: Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.

Yield: The annual rate of return on an investment, expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield to Maturity: The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.

Ratings Table – Long-Term

Three Highest Rating Categories	S&P	Moody's	Fitch	Definition
	AAA	Aaa	AAA	Highest credit quality
	AA+, AA, AA-	Aa1, Aa2, Aa3	AA+, AA, AA-	Very high credit quality
	A+, A, A-	A1, A2, A3	A+, A, A-	High credit quality
	BBB+, BBB, BBB-	Baa1, Baa2, Baa3	BBB+, BBB, BBB-	Good credit quality
	BB+, BB, BB-	Ba1, Ba2, Ba3	BB+, BB, BB-	Non-investment grade

Ratings Table – Short-Term

Highest Rating Category	S&P	Moody's	Fitch	Definition
	A1+, A1	P1+, P1	F1+, F1	Highest credit quality
	Municipal Commercial Paper			
	A-1, A-1+, SP-1+, SP-1	P1, MIG1, VMIG1	F1+, F1	Highest credit quality



[10D]

MEMORANDUM

DATE: May 29, 2025
TO: Doug Menke, General Manager
FROM: Julie Rocha, Sports & Inclusion Director
RE **Amended Tualatin Hills Park Foundation Articles of Incorporation**

The Tualatin Hills Park Foundation Board of Trustees unanimously approved proposed updates to the Foundation's Articles of Incorporation on May 21, 2025. Signatures from the trustees are currently being collected. The updated Articles (see attached) will be filed with the Oregon Secretary of State in August 2025, pending completion of the signature process.

Action Requested

Board of directors' approval of the updated Tualatin Hills Park Foundation Articles of Incorporation and approval for the THPRD Board President to sign on behalf of the district.

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF TRUSTEES OF
TUALATIN HILLS PARK FOUNDATION
AND WRITTEN CONSENT OF THE SOLE MEMBER
(Acting in Lieu of a Special Meeting)**

The undersigned, being all of the members of the Board of Trustees (the “Board”) of Tualatin Hills Park Foundation, an Oregon nonprofit corporation (the “Corporation”), and the sole member of the Corporation, Tualatin Hills Park & Recreation District (the “District”), acting pursuant to ORS 65.341, ORS 65.431 and the Corporation’s Restated Articles of Incorporation (the “Articles”) and Sixth Restated Bylaws (the “Bylaws”), hereby adopt the following resolutions by unanimous written consent in lieu of holding a meeting, the same to have the effect as though adopted at a duly called and held meeting of the Board and of the District.

RECITALS

WHEREAS, Article VII of the Articles presently provides that the Board shall consist of at least nine (9) and not more than fifteen (15) trustees, of whom at least three (3) must be directors of the District;

WHEREAS, Article IV, Sections 4.2 and 4.3 of the Bylaws presently provide that the Board shall consist of at least five (5) and not more than fifteen (15) trustees, of whom at least one (1) must be a director of the District;

WHEREAS, the Board desires to reduce the required minimum number of trustees and the required number of District directors serving as trustees, as well as create consistency between the Articles and the Bylaws;

WHEREAS, Article XIII of the Articles and Article IX of the Bylaws authorize the Board to amend the Articles and Bylaws, respectively, subject to the written approval of the District as the sole member;

NOW, THEREFORE, BE IT

RESOLVED, that Article VII of the Articles is hereby amended and restated in its entirety to read as follows:

"ARTICLE VII – TRUSTEES

The affairs of the Corporation shall be managed and regulated by its Board of Trustees, comprised of at least five (5) but not more than fifteen (15) persons. At least one (1) Trustee shall, at the time of election or appointment, be a duly elected or appointed member of the Board of Directors of Tualatin Hills Park & Recreation District (the “District”). The General Manager of the District shall also serve as an ex-officio non-voting Trustee. Upon election to the THPF Board of Trustees, a new trustee shall be

formally approved by District directors at its next regularly scheduled meeting. The District may remove, with or without cause, any Trustee."

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to prepare and file Articles of Amendment with the Oregon Secretary of State (or such other filings as may be required by law) to effectuate the foregoing amendment, and to take all other actions they deem necessary or advisable to carry out these resolutions;

RESOLVED FURTHER, that Article IV of the Bylaws is hereby amended as follows:

1. Section 4.2 (Number) is amended and restated to read:

"Number. The number of Trustees may vary between a minimum of five (5) and a maximum of fifteen (15), the exact number to be determined from time to time by the Board of Trustees."

2. Section 4.3 (Election – first paragraph, first sentence) is amended and restated to read:

"At least one (1) Trustee must, at the time of election or appointment, be a director of the District. The General Manager of the District shall also serve as an ex-officio non-voting Trustee. New THPF Trustees shall be approved by the THPRD Board of Directors at a regularly scheduled meeting."

RESOLVED FURTHER, that any officer of the Corporation (each an "Authorized Officer") is authorized and directed, in the name of and on behalf of the Corporation, to execute and deliver any and all documents, certificates and instruments, to pay all fees, and to take any and all such other actions as such Authorized Officer deems necessary, advisable or appropriate to carry out the intent of these resolutions;

RESOLVED FURTHER, that the undersigned Secretary of the Corporation is hereby directed to insert this Consent into the minute book of the Corporation.

This Unanimous Written Consent may be executed in counterparts (including by electronic signature), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signatures are on the following page]

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent effective as of the date set forth opposite each signature.

BOARD OF TRUSTEES:

_____ Wendy Hill, Chair	_____ Date
_____ Saba Anvery, Vice-Chair	_____ Date
_____ Scott Tumbleson, Treasurer	_____ Date
_____ Caitlin Bellum, Secretary	_____ Date
_____ Mustapha A. Abdulai, Trustee	_____ Date
_____ Eileen Kravetz, Trustee	_____ Date
_____ Rebecca Miller, Trustee	_____ Date
_____ Alfredo Moreno, Trustee	_____ Date
_____ Scott Pfister, Trustee	_____ Date
_____ Mary Ulmer, M.D., Trustee	_____ Date

SOLE MEMBER – TUALATIN HILLS PARK & RECREATION DISTRICT:

_____ Barbie Minor President, THPRD Board of Directors	_____ Date
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ATTEST:

Caitlin Bellum, Secretary



MEMORANDUM

DATE: May 28, 2025
TO: Doug Menke, General Manager
FROM: Steven Sutton, Human Resources Director
RE: **Collective Bargaining Agreement**

Summary

Staff recommends the board of directors ratify the Collective Bargaining Agreement between the Tualatin Hills Park & Recreation District (District) and the Tualatin Hills Park & Recreation District Employees Association (Association) for a three-year period beginning on July 1, 2025.

Background

The District negotiations team recently completed negotiations with the Association on a successor agreement to the contract expiring June 30, 2025. These negotiations took place over a four-month period during which seven (7) individual meetings took place. Staff have provided regular updates on the status of the negotiations to the board of directors and will share a final list of tentative agreements with the board at the June 11, 2025 executive session.

The proposed Collective Bargaining Agreement resulting from these negotiations will be provided to the board by Friday, June 6, as both a clean copy and a red-line version of all negotiated changes. On June 4, the members of the Association will present the proposed Collective Bargaining Agreement which will be followed by a vote.

Proposal Request

Based upon the approval by the members of the Association, staff are requesting board ratification of the Collective Bargaining Agreement. Specific provisions of the contract have been discussed previously with the board in executive session, and staff believe the negotiated agreement meets the key interests identified by the board in these discussions. Staff further believe that the agreement is in the best interest of the district by providing an effective balance between competitive compensation and cost containment.

Action Requested

Board of directors' ratification of the Collective Bargaining Agreement with the Tualatin Hills Park & Recreation District Employees Association for the three-year period beginning on July 1, 2025.

COLLECTIVE BARGAINING AGREEMENT

TUALATIN HILLS PARK & RECREATION DISTRICT

AND

TUALATIN HILLS PARK & RECREATION DISTRICT
EMPLOYEES ASSOCIATION

20222025-20252028



Collective Bargaining Negotiation

Employee Association Negotiation Team

~~Josh Christopher, Park Maintenance Specialist~~
~~Hanna Dörenhofer, Park Ranger~~
~~Joel Gonzales, Park Maintenance Specialist~~
~~Luke Huber, Irrigation Specialist~~
~~Chris Kolodziejczak, Park Maintenance Coordinator~~
~~Shawna Jeskey, OSEA Field Representative~~
~~Aimee Krieger, Program Specialist~~
Melissa Marcum, Volunteer Services Specialist
~~Shawna Meechan, OSEA Field Representative~~
~~Colin Perkins, Pool Operator~~
Brenda Peterson, Office Tech
~~Sofi Rubio Garcia, Customer Engagement Representative~~
Melissa Van Altvorst, Office Tech

District Negotiation Team

~~Jon Campbell, Maintenance Operations Manager~~
~~Christine Hoffmann, Human Resources Director~~
~~Cameron Hall – Park Maintenance Supervisor~~
Cindy Hopper, Fiscal Operations Manager
Ann Johnson, ~~Center Supervisor~~ Recreation Manager
Lindsay Lambert, Administrative Specialist – Confidential
~~Jeff Lee, Center Supervisor~~
~~Joshua Norton, Center Supervisor~~
Aisha Panas, Deputy General Manager/Park Services Director
Steven Sutton, Human Resources Director
~~Sabrina Taylor Schmitt, Interim Recreation & Aquatics Director~~
~~Brian Yourstone, Center Supervisor~~

Collective Bargaining Agreement

~~2022~~2025-2025~~2028~~

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Collective Bargaining Agreement

20222025-20252028

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Collective Bargaining Agreement

2022-2025-252028 AGREEMENT

This Agreement entered into the 1st day of July 2022-2025 between the TUALATIN HILLS PARK AND RECREATION DISTRICT, hereinafter designated as "district" and the TUALATIN HILLS PARK & RECREATION DISTRICT EMPLOYEES ASSOCIATION, hereinafter referred to as "association."

ARTICLE 1 RECOGNITION

Section 1.1:

The district recognizes the association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the bargaining unit.

Section 1.2:

The bargaining unit shall consist of all full-time (FT) employees of the district, EXCLUDING the positions of General Manager, Division Directors, of Executive Assistant, Administrative Specialist – Confidential, Department Managers, Supervisor I/II, Land Acquisition Specialist, Senior Park Planner, Human Resources Coordinator, Business Partner, and Human Resources Specialist, Park Maintenance Supervisor, Support Services Manager, Center Supervisor, Assistant Center Supervisor, It shall also exclude unclassified part-time (PT) including and seasonal employees.

Section 1.3:

A FT employee is defined as employed in a budgeted position working a schedule of an average of 30 hours per week or more on a year-round basis. A PT employee is defined as working a schedule of an average of less than 30 hours per week on a year-round basis. A seasonal employee is defined as working six months or less.

Section 1.4:

Classifications within the bargaining unit may be assigned supervisory responsibility for PT ~~and seasonal~~ employees, and/or lead responsibility for FT employees. In no case shall a bargaining unit employee supervise other bargaining unit employees except as outlined in the Agreement for temporary promotion outside the unit. For the purposes of this article, supervisory responsibilities shall consist of approval of evaluations, execution of disciplinary actions, and hiring and firing authority.

Section 1.5:

The district will notify the association prior to posting new or amended position classifications and will indicate whether or not it believes any of them should be included within the bargaining unit. If the association believes any new or amended job classification should be included within the bargaining unit, the executive committee and union representative may meet with district representatives to discuss the matter. If agreement is not reached within a reasonable time, the district may proceed with posting the position. Either or both parties may request mediation for a determination of whether or not the classification is within the bargaining unit. Prior to such determination, the position classification shall remain out of the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1:

It is recognized that an area of responsibility must be reserved to the employer if the district is to effectively serve the public. Except to the extent expressly governed by a specific provision of this Agreement, the responsibilities of management are exclusively functions to be exercised solely by the district and are not subject to negotiation. By way of illustration and not limitation, the following are

listed as such management functions:

- A. The determination of the services to be rendered to the community served by the district.
- B. The determination of the district's financial budgetary, accounting and organization policies and procedures.
- C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the district establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- D. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and the manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize departments or divisions; the right to determine schedules of work; and the right to purchase, dispose and assign equipment or supplies.

ARTICLE 3 GENERAL CONDITIONS

Section 3.1:

No employee shall suffer any reduction in salary or benefits because of the adoption of this Agreement.

Section 3.2:

During the life of this Agreement, the association agrees not to engage in any strike or work stoppage and the district agrees not to engage in any lockout.

Section 3.3:

No employee shall be discharged or discriminated against for upholding association purposes and taking an active part in the affairs of the association.

Section 3.4:

The association shall have the right to appoint representatives. The district shall allow designated association representatives to engage in the following activities during work hours and at the district's facilities, without the loss of compensation or benefits:

- a. Investigate and process grievances and other workplace-related complaints;
- b. Attend investigatory meetings, hearings, and other due process proceedings;
- c. Participate in, or prepare for, proceedings that arise from a dispute involving the Collective Bargaining Agreement, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board;
- d. Engage in collective bargaining;
- e. Attend labor-management meetings, safety committee meetings, and any other meetings between representatives of the district and the association to discuss employment relations;
- f. Provide information regarding the Collective Bargaining Agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s);
- g. Testify in a legal proceedings in which the designated union representative has been subpoenaed as a witness.

Section 3.5:

For purposes of this article, “designated representatives” shall include chapter executive board officers, building representatives, and their designees. A non-employee OSEA Field Representative shall be permitted access to the district’s facilities for the purpose of engaging in the activities described in this article on the same terms and conditions as designated representatives.

Section 3.6:

The district shall not reduce a designated representative’s work hours to accommodate the designated representative’s performance of the activities listed in Section 3.4 of this article. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform such activities during paid work hours.

Section 3.7:

The district may refuse to authorize additional work hours that incurs overtime pay as a result of performing the activities listed in Section 3.4 of this article.

Section 3.8:

No provision of this Agreement shall be interpreted to authorize any party, the district, the bargaining unit, or any employee to perform any act, or failure to perform any act, if the performance or failure to perform would result in a violation of the law or rule of any federal, state or local government body or administrative agency.

Section 3.9:

The district shall provide each employee with copies of the Collective Bargaining Agreement.

Section 3.10:

No more than six (6) Chapter Officers, and elected or appointed association representatives, upon approved application, may be granted time off with pay from their regular duties for collective bargaining and contract administration. Whenever possible, such meetings will be scheduled so as not to interfere with district duties. However, the parties recognize that bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session outside of normal work hours shall be permitted to flex their normal work hours to attend the bargaining session on paid work time. No more than ten (10) Chapter Officers and elected or appointed association representatives, upon approved application, may be granted time off without pay from regular duties to attend the Oregon School Employees Association (OSEA) annual conference.

Section 3.11:

The association shall have the right to use the district’s facilities to conduct union meetings.

Section 3.12:

The district’s electronic mail system may be used by the union for union-related communications including, but not limited to, communications related to:

- a. Collective bargaining;
- b. Grievance or other dispute investigations;
- c. Governance of the association.

ARTICLE 4 ASSOCIATION MEMBERSHIP

The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the association.

Section 4.1:

The district, when so authorized and directed in writing by an employee on a membership card, hereafter referred to as an authorization form, which shows the employee’s consent, will deduct

regular association dues, charges, fees, and assessments from wages of such employee. The authorization form will be provided by the association and upon being filled out by the employee, shall be provided to the association and the district. Any authorization for payroll deductions of dues may be canceled by the employee upon written notification to the Association State Office, to be effective on the first day of the following month. The district will not be held liable for check off errors but will make proper adjustments with the association for errors as soon as is practicable.

Section 4.2:

Hold harmless: The association agrees that it will indemnify and hold the district harmless from all suits, actions, and claims against the district or persons acting on behalf of the district whether for damages, compensation or any combination thereof, arising out of the district's faithful compliance with the terms of this article. In the event of any suit or proceeding brought to invalidate this article, the association will actively defend the suit or proceeding. In the event any determination is made by the highest court having jurisdiction that this article is invalid, the association shall be solely responsible for any reimbursement to the employee.

Section 4.3:

Payroll deduction of dues shall be made by the disbursing officer of the district each month to the Treasurer of the association. The amount of dues shall be indicated by the association to the district in writing and shall be effective on the date indicated by the association.

ARTICLE 5 ASSOCIATION REPRESENTATIVES MEETING WITH STAFF

Section 5.1:

Representatives of the association shall be afforded the opportunity to meet with employees before or after monthly staff meeting when such employees' work schedule makes it impossible for them to attend regular association membership meetings.

Section 5.2:

At employee orientations, the district shall provide the association with no less than thirty (30) minutes to make a presentation to all bargaining unit employees without undue interference. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the union's presentation.

Section 5.3:

When a bargaining unit employee is hired after the employee orientation or when the district does not conduct an orientation, the union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall be scheduled by the association at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.

Section 5.4:

The union shall be permitted to meet with employees during regular working hours at their regular work location to discuss grievances, complaints, and other workplace related matters without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

ARTICLE 6 EMPLOYEE LIST

Section 6.1:

The district will provide the association Chapter President, Field Representative, and OSEA's Director

of Fiscal Operations with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit:

1. The employee's full name and date of hire;
2. Contact information including:
 - a. Cellular, home, and work telephone numbers;
 - b. Personal and work electronic mail addresses; and
 - c. Home or personal mailing address;
3. Employment information including:
 - a. Job title;
 - b. Salary;
 - c. Worksite location; and
4. The employee's date of birth.

Section 6.2:

The district shall provide the information listed in Section 6.1 within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for all employees in the bargaining unit.

**ARTICLE 7
EQUAL OPPORTUNITIES**

Section 7.1:

The district is an equal opportunity employer and is committed to diversity, equity, inclusion and access. Employees of all backgrounds and identities are welcomed and included.

**ARTICLE 8
ATTENDANCE**

Section 8.1:

If an employee is unable to report to work at the designated starting time, they are expected to provide sufficient notice. Notification must be given to the immediate supervisor as soon as possible, and no later than two (2) hours before the start of the regular scheduled work shift (this notification requirement shall be waived for emergency situations).

Section 8.2:

Flexible Work Solutions

Represented staff members may request flexible schedule and telework options subject to the eligibility requirements outlined in the Flexible Work Solutions [Policy Operational Procedure](#). Some positions might not qualify for all options, due to the nature of their work and the eligibility requirements.

**ARTICLE 9
ANNIVERSARY DATE**

Section 9.1:

The anniversary date for the purposes of sick leave and vacation accruals and pension for those employees hired the first (1st) through fifteenth (15th) of the month shall be the first (1st) day of the month of hire.

Section 9.2:

The anniversary date for the purposes of sick leave and vacation accruals and pension for those employees hired the sixteenth (16th) of the month, but before the first (1st) of the following month shall be the first (1st) day of the month following the month in which the employee was hired.

ARTICLE 10 WAGES

Section 10.1:

The district agrees that each employee shall be paid in accordance with the schedule contained in the Rate Range Chart. ~~Upon ratification of this contract, the Rate Range Chart shall be adjusted by increasing all wages 6.75%. Effective July 1, and on the first day of the pay period that includes July 1 of each subsequent contract year, wage rates will be increased by the percentage determined and published by the U.S. Government Bureau of Labor and Statistics representing the 12-month year-over-year as the change in the Pacific Consumer Price Index for all Urban Consumers (CPI-U) from April to for March of the preceding year. Year-over-year is defined as averaging two discrete months – the March figure from the preceding year and the March figure from the current year.~~ However, in no event shall the Cost of Living Adjustment be less than two percent (2%) or more than four and a half percent (4.5%).

The district will complete a compensation study (Study) for all FT positions every six (6) years. The Study will begin at the start of the fiscal year prior to contract negotiations and will be completed in time for consideration for even year contract negotiations. No employee's compensation will be reduced as a result of the implementation of the Study.

ARTICLE 11 RATE RANGE AND MERIT INCREASE

Section 11.1:

The Rate Range Chart shall be updated each year. Employees hired or promoted shall be placed on a step contained on the Rate Range Chart. Employees shall be hired at the starting salary justified by an internal equity analysis and shall progress through the range.

Section 11.2:

The anniversary date, for the purposes of merit increase, for employees hired the first (1st) through the fifteenth (15th) of the month shall be the first (1st) day of the month of hire. The anniversary date, for the purposes of merit increase, for employees hired the sixteenth (16th) of the month, but before the first (1st) of the following month shall be the first (1st) day of the month following the month in which the employee was hired.

On the anniversary date of hire, the employee shall receive a merit increase upon meeting expectations as identified on the performance evaluation form. If the employee is not meeting expectations as identified on the performance evaluation form, they will not be eligible for a merit increase until the first of the pay period following successful completion of a plan of assistance and this increase will not be retroactive. This shall not change the anniversary date for eligibility for future merit increases.

The district shall have the sole right of awarding the merit increase but the employee shall have access to the grievance procedure as provided herein.

Section 11.3:

See Rate Range Charts.

Section 11.4:

If an employee is promoted to a classification that is one grade higher, the employee shall be moved effective with the date of assignment to the step in the new classification which represents an increase in pay of at least five percent (5%) monthly. If an employee is promoted to a classification that is two or more grades higher, the employee shall be moved effective with the date of assignment to the step in the new classification which represents an increase in pay of at least seven and a half

percent (7.5%) monthly.

If the employee's anniversary date falls within the three (3) month promotional probationary period, the employee will be eligible for a merit increase the first of the month following successful completion of the promotional probationary period, and that date will become the new anniversary date for the purposes of merit increases.

Section 11.5:

If an employee is demoted to a lower paying classification, the employee shall be moved effective with the date of the assignment to the step in the new classification which is either the step justified by an internal equity analysis, the step which represents a decrease of at least five percent (5%) monthly, or the maximum of the range, whichever is less.

Section 11.6:

Employees in positions identified by the general manager (or designee) as bilingual desirable or required, who demonstrate fluency through language testing, will receive a pay premium of five percent (35%) of their regular base pay. Languages eligible for bilingual pay may vary by work location.

ARTICLE 12 PAY PERIODS

Section 12.1:

~~Through October 15, 2022, employees of the district shall be paid twice a month on the fifteenth (15th) and the last banking day of the month. Effective October 16, 2022, employees shall be paid on a biweekly basis.~~

Section 12.2:

~~For biweekly payment of wages, if a pay date falls on a legal holiday, the pay date shall be moved to the following banking day.~~

Employees shall be paid on a bi-weekly basis. If a pay date falls on a legal holiday, the pay date shall be moved to the following business day.

~~Until implementation of biweekly payment of wages, if the fifteenth (15th) of the month falls on a legal holiday or Saturday, the pay date shall be moved up to the day preceding. If the fifteenth (15th) of the month falls on a Sunday and Monday is a legal holiday, the pay date shall be moved to the Friday before. If the fifteenth (15th) of the month falls on Monday and Monday is a legal holiday, the pay date shall be moved to the Friday before. If the fifteenth (15th) of the month falls on a Sunday, the pay date shall be moved to the day following.~~

Section 12.3:

~~A one-time, lump sum payment shall be issued October 31, 2022, to all active bargaining unit employees hired on or prior to October 15, 2022. This payment, equivalent to a gross semi-monthly paycheck is intended to support the transition from forecast pay to payment in arrears for ongoing employees of the district.~~

ARTICLE 13 REST BREAKS AND MEAL PERIODS

Section 13.1

Employees in the bargaining unit shall receive rest periods in accordance with Oregon Bureau of Labor and Industry standards.

Rest Breaks

Employees ~~are required to take~~ ~~shall receive~~ a fifteen (15) minute break during each segment of four (4) hours or major part thereof worked in any one work period. The break will be scheduled as close as possible to the middle of the work period.

Meal Periods

Employees who are scheduled to work six (6) or more hours ~~shall receive~~ ~~are required to take~~ an uninterrupted, unpaid meal period no less than thirty (30) minutes. Mealtime shall be scheduled by the employees' immediate supervisor and shall be as near as possible to the halfway point of the workday. Such time shall not be considered as time worked and will not be paid time.

Table 1: Rest and meal periods required based on length of work period

Length of Work Period	Number of Rest Breaks Required	Number of Meal Periods Required
2 hours or less	0	0
2 hrs. 1 min to 5 hrs 59 min	1	0
6 hours	1	1
6 hrs. 1 min to 9 hrs 59 min	2	1
10 hrs. 1 min to 13 hrs. 59 min (4 day/10 hour schedules))	3	1

ARTICLE 14 OVERTIME AND COMPENSATORY TIME

Section 14.1:

An employee's workweek shall be predetermined, on a consistent and regular basis; however, there are times when employees of the district will be required to work over forty (40) hours a week. No overtime will be worked without prior approval from the supervisor.

Positions will be classified as being either exempt from overtime under the Fair Labor Standards Act (FLSA) or non-exempt from overtime.

Section 14.2:

All employees in positions classified as FLSA non-exempt will receive either one and one half (1½) hours compensatory paid time off, or cash compensation at a rate of one and one half (1½) times their regular rate of pay for each overtime hour worked in excess of forty hours in any workweek.

Election of compensatory time or overtime cash payment will be made each pay period by the employee at the time of review and approval of their timesheet, and within the established approval deadlines for each pay period. The default election will be overtime cash payment in lieu of compensatory time earned. ~~in lieu of overtime cash payment.~~

When leave hours taken plus hours worked exceed forty (40) hours in a workweek, the non-exempt employee's leave hours shall be reduced by the number in excess of forty (40) for that workweek. For purposes of this section, leave hours will not include holiday hours.

Section 14.3:

Employees requesting time off shall take accrued compensatory time, in excess of forty (40) hours prior to taking vacation time. The supervisor must approve use of compensatory time.

Section 14.4:

Compensatory time shall be capped at two hundred forty (240) hours. Overtime hours worked in excess of the two hundred forty (240) cap shall be paid in cash.

Section 14.5:

Compensation paid to an employee for accrued compensatory time off shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

Section 14.6:

Upon termination, an employee who has accrued compensatory time off shall be paid for the unused compensatory time off at a rate of compensation not less than the average regular rate received by such employee during the last three (3) years of the employee's employment, or the final regular rate received by such employee, whichever is higher.

Section 14.7:

Exempt employees are not eligible for overtime or compensatory time. In recognition that positions may require additional hours beyond the normal workweek, exempt employees receive 24 hours of administrative leave on July 1 of each ~~contract~~ fiscal year. New exempt employees hired between July – December will receive 24 hours of administrative leave upon hire. New exempt employees hired between January - June will receive a prorated award of twelve (12) hours of administrative leave upon hire. This leave is in addition to sick, vacation, holiday, and personal leave; is noncumulative and must be used by the end of the ~~contract~~ fiscal year or will be forfeited. Upon termination of THPRD employment, no compensation will be granted for unused administrative leave.

ARTICLE 15 STANDBY TIME

Section 15.1:

Standby Time is defined as any time an employee is required to carry a THPRD provided communications device for the purpose of being contacted during off duty hours in an emergency situation. One employee from each crew affected will be required to carry a communications device for a period not to exceed one calendar week at a time on a rotating basis. No one employee shall be required to carry the communications device for a period longer than one week in duration at a time.

Section 15.2:

Employees required to carry a communications device shall be compensated a standby premium adjustment equal to twelve (12) hours straight time for each weekly rotation (prorated if less than seven [7] days). All compensation for Standby Time will be provided as compensatory time or overtime as outlined in article 14.

Compensation for Standby Time shall be in addition to the employee's regular salary and in addition to any call-out compensation the employee may accrue.

Section 15.3:

When an employee receives a call, text, or email while on standby and the call, text, or email results in the employee being required to physically report to a worksite, the employee shall be compensated for actual time worked, with a minimum of two (2) hours call back, at the overtime rate. Time spent traveling from home to the worksite and back shall be regarded as actual time worked. Actual time worked during a call out shall be provided as compensatory time stated in section 15.2. If call back overlaps with regular work hours, compensation shall not be paid twice for the same hours.

Section 15.4:

The employee who is called back to work shall receive private car mileage, both ways, between home and the duty station at the rate prescribed in section 29.3.

ARTICLE 16 INCLEMENT WEATHER RESPONSE

Section 16.1:

During inclement weather events, the district will modify operations to safely meet the needs of patrons and staff. Refer to the Inclement Weather Policy Operational Procedure and Addendum for complete details. In the event of inclement weather, staff are expected to check district communications channels such as district website, ~~or~~ text alerts, ~~or employee hotline~~ to receive updates on changes to the district's operational status prior to leaving for work. The district will provide alerts through a text messaging service to notify staff regarding changed operational status on inclement weather days.

Section 16.2:

The district shall maintain an annual list of employees who are willing to serve on the Inclement Weather Team (IWT). IWT membership is voluntary, and members include building maintenance technicians, pool operators, and other full-time employees in the Park Services Division. IWT members are responsible for determining if they can safely make it to their assignments and are expected to arrive as soon as safely possible.

Section 16.3:

Employees who report for IWT duty will receive either compensatory time at a rate of time-and-a-half for hours worked, or receive overtime pay at a rate of time-and-a-half, during the closure. IWT duty will end when all other staff are expected to report for their normal duties.

ARTICLE 17 EMPLOYEE BENEFITS

Section 17.1:

MEDICAL & DENTAL INSURANCE

Medical Insurance

The district shall retain Kaiser medical insurance for all bargaining unit employees and their dependents.

For employees participating on the Kaiser HSA-Qualified plan, the district shall pay one hundred percent (100%) of the premium for employee and dependent coverage.

For all employees participating on the Kaiser HAS-Qualified plan, as of January 1 of each ~~contract~~ year ~~beginning in January 2023~~, the district will contribute, at minimum, ~~\$1,500~~ \$1,750 for employee only coverage or ~~\$3,000~~ \$3,500 for employee plus dependent coverage into the employee's Health Savings Account (HSA).

~~Effective January 1, 2023, employees~~ Employees participating on the Kaiser HMO plan, employees shall pay a five percent (5%) contribution toward the premium with children being carried on district medical insurance at no additional contribution by employees. For example, employees covered at the employee + child(ren) shall contribute 5% of the employee-only premium.

For employees participating on the Kaiser PPO plan, the district shall pay 30% of the difference between the Kaiser PPO premium and the Kaiser HMO premium for employee, spouse, dependent(s) or family coverage. Children shall be carried on district medical insurance at no additional contribution by employees. For example, employees on the plan coverage level of employee + household shall contribute at the employee + spouse premium calculation.

For all employees participating on the Kaiser PPO or Kaiser HMO plan, as of January 1 of each

~~contract~~ year, the district will contribute ~~\$300-660~~ per employee per year, non-cumulative, into the employee's Health Reimbursement Arrangement Plan (HRA) to offset medical expenses. No compensation is allowed for any unused funds.

If during a contract year, the renewal premium for any Kaiser plan increases ~~seven-eleven~~ percent (~~711~~%) or more over the previous year's rate, the district may reopen article 17 and renegotiate the plan. Article 17 shall only be opened if the formal renewal rate proposal is an increase of eleven (711%) or more of the previous fiscal year rate, or upon mutual agreement. ~~If the contract is opened under this article, section 3.2 does not apply.~~ All other articles and sections shall remain in force.

Dental Insurance

The district shall retain Moda (Delta Dental) dental insurance, or the equivalent, (\$2,000 maximum yearly coverage per person) for all employees and their dependents. The district shall pay one hundred percent (100%) of the premium for employee, spouse, dependent(s) or household coverage.

If during a contract year, the renewal premium for Moda dental insurance, or equivalent (\$2,000 maximum yearly coverage per person) increases ~~seven-eleven~~ percent (~~711~~%) or more over the previous year's rate, the district may reopen article 17 and renegotiate the plan. Article 17 shall only be opened if the formal renewal rate proposal is an increase of eleven percent (711%) or more of the previous fiscal year rate. ~~If the contract is opened under this article, section 3.2 does not apply.~~ All other articles and sections shall remain in force.

Eligibility for insurance coverage shall be determined according to the existing written agreements with the district and its insurance coverage carrier.

Section 17.2: LIFE INSURANCE

The district shall provide \$50,000 worth of term life insurance and \$50,000 of accidental death and dismemberment coverage for all bargaining unit employees. The district pays one hundred percent (100%) of the premiums.

Section 17.3: PENSION AND IAP PLANS

- A. Pension Plan. The district shall provide Tier I and Tier II employees (as defined below) with a pension benefit consistent with the terms of the July 1, 2016, Amendment #2, amended and restated July 1, 2020. -Tualatin Hills Park & Recreation District Retirement Plan and as may subsequently amended ("Retirement Plan").
- a. Tier I Employees. A full-time ("FT") employee who is hired before July 1, 2010, is a Tier I employee.
 - i. Tier I employees shall contribute six percent (6%) of their compensation to the Retirement Plan.
 - b. Tier II Employees. A FT or regular part-time ("RPT") employee who is hired on or after July 1, 2010, is a Tier II employee. A RPT employee is an employee in a budgeted position who is regularly scheduled to work not less than 30 hours per week or more than 35 hours per week.
 - c. Retirement Plan Committee. The THPRD Employee Association (Association) may nominate up to two association representatives to serve on the Retirement Plan committee.
 - d. Retirement Plan's Funded Status. After receiving the annual actuarial valuation from the Retirement Plan's actuary, the association member(s) of the retirement plan committee shall communicate funding status to association leadership.
- B. Individual Account Program Retirement Plan. The district shall also provide Tier I and Tier II employees with a defined contribution plan benefit consistent with the term of the July 1, 2020,

Tualatin Hills Park & Recreation District Individual Account Program Retirement Plan, as may be subsequently amended ("IAP Plan").

- a. Tier I Employees.
 - i. Tier I may elect to make after-tax voluntary contributions to the IAP Plan in accordance with election procedures established by the IAP Plan administrator.
 - ii. Tier I may not make any pre-tax contributions to the IAP Plan.
- b. Tier II Employees.
 - i. Tier II shall contribute six percent (6%) of their compensation to the IAP Plan on a pre-tax basis.
- c. Participant-Directed Investments. IAP Plan participants shall be permitted to direct the investment of their IAP Plan accounts consistent with the terms of the IAP Plan and procedures established by the IAP Plan administrator.
- d. IAP Committee. OSEA may nominate one Association representative to serve on the IAP Plan committee.

Section 17.4:

DEFERRED COMPENSATION

The district agrees to maintain a tax deferred compensation program for employees covered by this Agreement. The association may nominate two association representatives for the 457(b) fiduciary committee.

Section 17.5:

LONG TERM DISABILITY

The district shall provide a Long Term Disability (LTD) insurance program for sixty-six and two-thirds percent (66 2/3%) of pre-disability earnings, with a maximum benefit of \$12,500 per month, (reduced by any deductible benefits), for all employees. ~~Long Term Disability will begin after sixty (60) days of disability. When Oregon Paid Family Leave is available to employees, long term disability insurance will begin after ninety (90) days of disability. Long Term Disability will begin after the elimination period of sixty (60) days of continuous disability. Working during the elimination period and no longer disabled, the elimination period extends to an accumulation period of 120 days. If receiving Oregon Paid Family Leave (PLO) benefits at the same time, the PLO benefit will be subtracted from the gross LTD disability payment.~~

Section 17.6:

LONG TERM CARE

The district provides a Long Term Care insurance program for all FT and RPT employees. Long Term Care provides a maximum benefit of \$1,000 per month for home care and \$2,000 per month for facility care, with a lifetime maximum benefit of \$36,000. Long Term Care will begin after a ninety (90) day elimination period.

Section 17.7:

FLEXIBLE SPENDING ACCOUNT

The district provides a Flexible Spending Account for all eligible employees. The Flexible Spending Account allows employees to pay for health, transit and dependent care expenses, with pre-tax payroll deductions.

Section 17.8:

EMPLOYEE ASSISTANCE PROGRAM

The district shall provide a comprehensive Employee Assistance Program (EAP) for all employees. The district shall pay one hundred percent (100%) of the premiums.

Section 17.9

PET INSURANCE

The district shall provide access to pet insurance for all bargaining unit employees. Employees may

elect to participate, and the district shall pay one hundred percent (100%) of the premium for one insured pet up to the rate charged for one dog. ~~In year one of the contract, the district shall make pet insurance available to employees when administratively feasible and no later than January 1, 2023.~~

Section 17.10: BENEFIT COMMITTEE

The parties agree a benefit committee will be established and maintained. The benefit committee will be responsible for gathering and reviewing a variety of benefit information and for formulating recommendations for district Management review, including: ensuring the district's benefit programs remain competitive, cost containment measures ~~are originated~~, and for the development of an educated employee approach toward health insurance benefits. The association may nominate an equal number of association representatives to non-represented representatives. Upon mutual agreement, if the benefit committee finds an advantageous benefit program, article 17 may be re-opened for renegotiation.

ARTICLE 18 HOLIDAYS

Section 18.1:

FT employees shall receive 11 paid holidays (eight [8] hours each):

- | | | |
|-----|--------------------------|-----------------------------------|
| 1. | January 1 | New Year's Day |
| 2. | Day Observed | Martin Luther King's Birthday |
| 3. | 3rd Monday in February | President's Day |
| 4. | Day Observed | Memorial Day |
| 5. | June 19 | Juneteenth |
| 6. | July 4 | Independence Day |
| 7. | 1st Monday in September | Labor Day |
| 8. | November 11 | Veterans Day |
| 9. | 4th Thursday in November | Thanksgiving Day |
| 10. | 4th Friday in November | Friday following Thanksgiving Day |
| 11. | December 25 | Christmas Day |

Section 18.2:

A non-exempt employee who is required to work a scheduled holiday will be compensated by one and one half (1½) hours pay for each hour worked in addition to holiday pay. In emergency situations, when a non-exempt employee not previously scheduled, is called into work, the employee will be compensated by two (2) hours pay for each hour worked in addition to holiday pay.

An exempt employee who is required to work more than four hours on a holiday shall receive a floating holiday (8 hours) in exchange.

Section 18.3:

If any of the above-listed holidays fall on a Saturday, it shall be observed on Friday, and if it falls on Sunday, it shall be observed on Monday. If an employee's regularly assigned work shift includes Saturday and/or Sunday and the actual holiday falls on a Saturday or Sunday the employee shall have the option to receive holiday pay on either the actual holiday or the observed holiday.

Section 18.4:

Should the holiday fall on an employee's scheduled day off, the employee may request an additional day off prior to, or following, the observed holiday. The employee will receive their whole scheduled shift off; the FT employee will be compensated eight (8) hours. Any additional hours in the employee's scheduled work shift must be worked during the same workweek, or the employee may request paid/unpaid leave. If an employee's work shift extends on both sides of 12:00 AM, midnight, the

employee shall receive one (1) full work shift off with pay. If more than one (1) shift extends into the holiday the employee shall choose, with approval of their supervisor, which shift will be designated as the holiday shift.

Section 18.5

To be eligible for holiday pay, the employee must be in a paid status the scheduled workday before and after the holiday unless the employee is on approved protected leave, which includes, but is not limited to FMLA and Workers' Compensation.

ARTICLE 19 VACATION

Section 19.1:

In order to make adequate preparations for staff coverage, no vacation leave for a period greater than fifteen (15) working days shall be granted unless a written request is submitted to the Office of the General Manager or designee, at least two (2) weeks prior to the time when the leave is to be begin. Employee vacations of fifteen (15) working days or less, shall be scheduled cooperatively between the employee and their immediate supervisor.

Supervisors must be reasonable in allowing the use of vacation time and may not unreasonably deny vacation requests. Where positions affect essential service levels, employees while on paid/work time may be asked to assist in securing substitutes.

Section 19.2:

Vacation for employees shall be earned as follows:

One (1) year to completion of three (3) years – twelve (12) eight (8) hour days

Four (4) years to completion of nine (9) years – fifteen (15) eight (8) hour days

Ten (10) years to completion of fourteen (14) years – eighteen (18) eight (8) hour days

Fifteen (15) years to completion of nineteen (19) years – twenty-one (21) eight (8) hour days

After twenty (20) years – twenty-four (24) eight (8) hour days

Due to the nature of service, employees shall be allowed to accumulate a maximum of two hundred seventy (270) hours vacation time. When accrued vacation hours reach the cap, new accruals are suspended until total hours are reduced to less than the maximum accrual amount.

Section 19.3:

If an employee's vacation accruals total two hundred and forty (240) or more, the employee shall be guaranteed approval of a request for up to forty (40) hours of vacation time off within the next six weeks.

Section 19.4:

Non-probationary employees who terminate employment with the district, after six (6) months of continuous service, for any reason, will be paid for all unused vacation at their latest salary or hourly rate.

Section 19.5:

Employees are eligible to cash out up to eighty (80) hours of accrued vacation leave each contract year on either July 15 or December 15 subject to the below IRS regulations and district requirements:

- A. The employee must have completed the irrevocable election form the previous calendar year, and;
- B. In the previous twelve (12) months, the employee must have used an equivalent amount of vacation time to that being cashed out; and
- C. The employee must have a balance remaining after cash out of at least eighty (80) hours of

- cumulative leave excluding sick leave; and
- D. The employee must have accrued the vacation time in the calendar year in which it is being cashed out.

ARTICLE 20 SICK LEAVE

Section 20.1:

All employees shall accumulate sick leave at the rate of one (1) day (eight [8] hours) per month to an unlimited accumulation of sick leave at the currently scheduled salary or rate of pay. Sick leave shall be deducted in fifteen (15) minute increments.

Section 20.2:

An employee unable to perform their duties due to personal illness/injury, necessity for medical/dental care or the illness of a family member requiring assistance may use accrued sick leave.

When sick leave is taken to care for a family member, other care arrangements will be made as soon as possible, except where leave is provided for by family leave laws and the employee is eligible for such leave.

Employees shall make a reasonable effort to schedule medical and dental appointments that must occur during their work shift at a time that will minimize their time away from the workplace and produces the least amount of impact to district services and programs.

As used in this article, family members shall be defined by Oregon's Sick Time Law: Covered family members include the employee's spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner's parent, grandparent, grandchild, and any individual with whom an employee has or had an in loco parentis* relationship.

Persons "in loco parentis" are those with day-to-day responsibilities to care for or financially support a child, or who had such responsibility for the employee when the employee was a child.

In order to receive compensation while on sick leave, the employee shall provide sufficient notice (unless unable to do so because of the serious nature of the injury or illness). Notification must be given to the immediate supervisor, as soon as possible, and no later than two (2) hours before the start of the regular scheduled work shift. Substitutes are the immediate supervisor's responsibility.

For absences of more than three (3) consecutive days, or if the district has evidence that the employee is abusing sick leave privileges, a certificate from a healthcare provider will be required. The district shall reimburse the employee for any out-of-pocket expenses associated with obtaining the physician certification.

Section 20.3:

When an employee is receiving compensation under the State Accident Insurance Fund, the employee shall have the choice of deducting as sick leave the difference between the amounts paid by State Accident Insurance Fund and the employee's regular salary.

Section 20.4:

Upon termination of district employment, no compensation will be granted for unused sick leave.

ARTICLE 21 PERSONAL LEAVE

Section 21.1:

All FT Employees shall be granted ~~two (2)~~ three (3), non-cumulative, Personal Leave days (eight [8] hours) per contract year, to be used by the end of the contract year.

Employees are required to receive prior approval for Personal Leave, by the supervisor, and must give two (2) weeks' notice prior to the leave except for personal emergencies. If an emergency, notification must be given to the supervisor as soon as possible in accordance with article 8. The district shall have the option to retain staff, as it deems necessary to operate the district.

ARTICLE 22 COMPASSIONATE LEAVE

Section 22.1:

~~In the event of a death in an employee's immediate family, a leave shall be granted with pay, upon approval by the general manager or designee in order to make funeral arrangements if necessary, or to attend the funeral. A maximum of five (5) days (eight [8] hours) for employees per contract year, non-accumulative will be allowed if warranted by the situation. Substitutes are the responsibility of the supervisor. Compassionate Leave runs concurrently with Oregon Family Leave Act (OFLA) bereavement leave.~~

Employees may take up to five (5) days of paid Compassionate Leave (eight [8] hours per day) when there is a death in their immediate family. This leave may be used to make funeral arrangements or attend the funeral. Leave is granted per family member.

Employees may use a total of up to ten (10) days of paid Compassionate Leave in any rolling 52-week period, starting from the first day leave is used. No more than five (5) days may be used for any one family member. Compassionate Leave does not carry over from year to year.

If the reason for leave qualifies under the Oregon Family Leave Act (OFLA), Compassionate Leave will run at the same time as OFLA bereavement leave.

Supervisors are responsible for arranging substitutes or coverage.

Employees with questions about eligibility, timelines, or how to request Compassionate Leave should contact Human Resources.

Section 22.2:

~~Immediate family includes spouse, domestic associate, children, parents, grandparents, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparents, and stepchildren. In accordance with the OFLA definition, 'immediate family member' includes:~~

- A spouse or domestic partner;
- A child of a covered individual or the child's spouse or domestic partner;
- A parent of a covered individual or the parent's spouse or domestic partner;
- A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;
- A grandparent of a covered individual or the grandparent's spouse or domestic partner;
- A grandchild of a covered individual or the grandchild's spouse or domestic partner;
- Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

ARTICLE 23 FAMILY MEDICAL LEAVE

Section 23.1:

The district acknowledges that employees have the right to take family and medical leave under

~~applicable federal and state laws, including the Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). The district shall comply with all relevant legal requirements and provide employees with information regarding their rights and responsibilities under these laws. An employee may request a leave of absence without pay not to exceed a period of twelve (12) weeks, within a one (1) year period, when required to leave employment because of their own serious illness, the birth or adoption, or placement of a foster child, or to provide care for a spouse, same sex domestic partner, parent, parent-in-law or child suffering from a serious health condition.~~

~~An employee who may become pregnant may take an additional twelve (12) weeks of leave within any one (1) year period for illness, injury or condition related to pregnancy or childbirth that disables the employee from performing any available job duties offered.~~

~~An employee who uses Family Medical Leave to care for a newborn, newly adopted child or newly placed foster child may also be entitled to take up to twelve (12) weeks, within the one (1) year period, to care for a child with an illness or injury that is not a serious health condition, but requires home care.~~

~~Under certain circumstances, Family Medical Leave may be taken intermittently or on a "reduced leave schedule."~~

Section 23.2:

~~An employee shall be reinstated to the former job, if the job still exists, even if it has been filled during the employee's leave, unless the employee would have been bumped or displaced if leave had not been taken. If the position has been eliminated, the employee will be placed in an equivalent position. When an employee returns from leave under the Oregon Family Leave Act (OFLA) or the Family Medical Leave Act (FMLA), they will be reinstated to the same position held prior to the leave or to an equivalent position. An employee does not have greater rights to reinstatement or benefits than they would have had if continuously employed during the leave. For example, if the employee's position was eliminated due to a legitimate layoff or reorganization unrelated to the leave, reinstatement is not required. In such cases, the employee will be subject to the recall process outlined in Article 37.5.~~

Section 23.3:

An employee shall use accrued sick leave and vacation time before taking leave without pay during Family Medical Leave. However, employees may maintain a balance of 80 hours of combined sick and vacation time. Employees may also choose to use compensatory time, administrative leave, personal time, floating holidays, or leave without pay for the period of the Family Medical Leave. Any compensatory time taken during a period the employee is eligible for OFLA and/or FMLA will not be counted by the district toward that leave. This time will, however, be counted toward Extended Leave which an employee may request under article 23.

Section 23.4:

~~The employee taking Family Medical Leave is entitled to receive health benefits while they are on leave under the same terms and conditions as when they were on the same job. Employees shall repay the district's share of medical and dental insurance premium payments if the employee fails to return to work following the FMLA leave unless the employee does not return because of circumstances that are beyond the employee's control, including a FMLA-qualifying medical condition.~~

Section 23.54:

~~Beginning January 1, 2023, the district shall begin payment into the state paid family leave insurance fund as directed by the Oregon Employment Department. All employees will contribute to this fund as required by the Oregon Paid Family Leave Law. Employee contribution toward the paid leave fund will be made by payroll deduction. The employer and employee contribution rate will be set at the default ratio [predicted to be forty percent (employer) and sixty percent (employee)] of the overall mandatory contribution. Should the final guidance issued by the state change this ratio, the parties agree to reopen this article.~~

While the protected leaves described above provide similar benefits, each is subject to specific eligibility criteria and definitions of family relationships as defined by applicable law. Human Resources is available to assist employees in understanding their leave options and determining which leave type may apply to their situation. For general reference, the THPRD Employee Handbook and the Bureau of Labor and Industries (BOLI) website provide additional information about protected leave laws; however, these external resources are not incorporated into this Agreement and do not supersede its terms.

ARTICLE 24 DONATION OF LEAVE

Section 24.1:

The district, in cooperation with the association, will maintain a leave donation program consistent with federal regulations and such program shall be available to bargaining unit employees under the following conditions:

- A. The receiving employee has been approved as meeting program criteria.
- B. The receiving employee has exhausted all their leave balances and is not otherwise eligible for any paid leave.

Section 24.2:

All donations shall be anonymous and truly voluntary. All leave donations shall be posted to the receiving employee's medical leave account and will be used in the order received up to the amount needed by the recipient. Donations will be made only for specific individual campaigns and will not be kept in a "bank" for use by other employees.

ARTICLE 25 EXTENDED LEAVE WITHOUT PAY

Section 25.1:

If upon completion of 12 weeks of family medical leave, an employee is unable to receive a written release from their attending physician to return to their position, the employee may submit a written request to the general manager or designee for extended leave without pay. Employees are required to use their accumulated sick leave and annual accrued leave as part of any extended leave.

While on extended leave without pay, the employee will retain reinstatement rights to their position, however, THPRD paid leave time (sick leave, vacation, holiday, etc.) will not accrue and THPRD paid benefits (medical, dental, retirement, etc.) will end. Upon completion of extended leave without pay and successful return to work, benefits resume the first of the month following the employee's return to work date, except dental insurance. Dental insurance requires a 6-month waiting period if continuation coverage (COBRA) is not maintained.

ARTICLE 26 MILITARY LEAVE

Section 26.1:

~~An employee requiring a leave of absence for training or service, in the Armed Forces or as a member of the National Guard, shall be provided leave and re-employment rights in accordance with the Uniformed Services Employment and Re-Employment Rights Act and applicable state regulations.~~

~~An employee requesting Military Leave must provide notice of their obligation or intention to perform service or training, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of re-employment rights.~~

~~Employees who have worked for the district for six (6) months are entitled to a military leave of absence with pay not to exceed 15 calendar days in any one training year for annual active duty for training as a member of the National Guard, National Guard Reserves or any reserve component of the U.S. Armed Forces, or the U.S. Public Health Services.~~

~~A training year means the federal fiscal year (October 1 through September 30) for any particular unit of the National Guard or a reserve component. Such leaves are granted without loss of other leave and without impairment of other rights or benefits, providing the employee receives bona fide orders to training duty for a temporary period and providing they return to their position immediately upon expiration of the period of ordered duty as provided for under ORS 408.290.~~

~~For employees entering military service for extended periods of active duty, leave shall be granted in accordance with the Oregon Revised Statutes and Federal Law, as they now read or may be amended to read in the future.~~

The district will comply with all applicable federal and state laws governing military leave, including leave entitlements, compensation, and reemployment rights for employees engaged in military service or training.

Employees who have worked for the district for at least six (6) months are eligible for paid military leave of up to 21 calendar days per federal fiscal year for required annual training as members of the National Guard, Reserves, or other uniformed services. This paid leave will not result in the loss of other leaves or benefits, provided the employee returns to their position as required following the period of duty.

ARTICLE 27 COURT APPEARANCES/JURY DUTY

Section 27.1:

An employee shall be granted leave with pay any time they are required to report for jury duty or as a witness in cases in which the employee has no interest. The employee shall reimburse the district all witness fees or pay for jury duty, except mileage expenses, unless the employee receives said compensation while on an authorized leave of absence without pay.

An employee who is required to report for jury duty or as a witness shall be excused from appearing for their normal shift on that workday.

Section 27.2:

An employee who appears pursuant to subpoena before any court or administrative agency in any matter in which the employee has no personal interest shall be paid the regular pay for the hours of work lost to such appearance. The employee shall pay to the district any fees for such appearance up to the amount of regular pay received. The employee shall retain any expense reimbursement received for such appearance.

ARTICLE 28 WORKERS COMPENSATION INSURANCE

Section 28.1:

The district will provide workers compensation insurance for all employees in the bargaining unit in conformance with the State Workers Compensation Act.

Section 28.2:

Additional compensation by the district shall be granted in an amount equal to the difference between the amount received from the workers compensation carrier and the employee's regular salary for a

period not to exceed the employee's accumulated paid time off. The additional compensation referred to above shall be charged against the employee's accumulated sick leave, vacation, administrative, personal leave, or compensatory time off. However, employees may elect to maintain a balance of up to 80 hours of combined sick and vacation time.

Section 28.3:

Sick leave and vacation benefits shall accrue during the period compensation is paid.

Section 28.4:

All insurance and pension benefits shall be provided for employees per the contract for six (6) months from the beginning of the workers compensation leave regardless of the employee's accumulation of sick leave, vacation leave and/or compensatory time.

ARTICLE 29 TRANSPORTATION AND TRAVEL

Section 29.1:

The district will reimburse employees for transportation expenses incurred in furthering of district business.

Section 29.2:

Payment of expense for travel on behalf of the district by employees will be as provided by district policies and procedures. Disputes over payment of expenses shall be directed to the general manager or designee, for resolution. Such disputes will not be subject to the grievance procedure.

Section 29.3:

All employees who use their own vehicle to accomplish their assigned duties shall be reimbursed for mileage at the rate established by the Internal Revenue Service. In addition, employees involved in an accident while conducting assigned district business, will receive reimbursement toward their insurance deductible up to \$500.

ARTICLE 30 PROBATIONARY EMPLOYEES

Section 30.1:

~~A new employee shall be placed on a one (1) year probationary period in order to demonstrate abilities and fitness for the position to which they have been appointed. The probationary period is defined as the initial one (1) year of continuous employment in a regular position, during which time the district evaluates the employee's performance and overall suitability for continued employment. During the probation period, the employee may be dismissed without recourse to the grievance procedure if, in the opinion of the employee's supervisor, the employee's continued service would not be in the best interest of the district.~~

Section 30.2:

Supervisors should make every effort during this period to fairly evaluate the new employee and help them during the period of adjustment to district service.

Section 30.3:

Upon hire, the new bargaining unit employee qualifies for the following benefits, subject to any waiting period under contracts, state or federal law:

~~Compensatory time off or administrative leave.~~

A. Accrual of sick leave on a per pay period basis.

B. Accrual of vacation time on a per pay period basis.

~~A.C.~~ Compensatory time off

~~D.~~ Administrative Leave, prorated by 50% if hired after December 31.

~~E.~~ Personal Leave, prorated by 50% if hired after December 31.

~~B.F.~~ Compassionate leave.

~~G.~~ Medical insurance programs.

~~D.G.~~ The employee assistance program (EAP).

~~E.H.~~ Participation in the Section 125 Flexible Spending Account Plan
Participation in the 457(b)-retirement plan.

Section 30.4

~~Upon completion of six (6) months of the initial probationary period, the new employee qualifies for:~~
Beginning the first calendar day of the month following the new employees' date of hire, the new employee qualifies for the following benefits which may require creation of an account for enrollment:

~~A. Credit of equivalent to six (6) months of vacation time. Because vacation time does not accrue for the first six (6) months of employment, this credit is awarded in full upon completion of six (6) months. Vacation time will then accrue on a per pay period basis going forward.~~

~~B. Granting of personal leave. If six (6) months are completed on or before December 31, the employee shall be granted two (2) personal leave days; if after December 31, the employee shall be granted one (1) day of personal leave.~~

~~A.~~ Medical, vision and ~~D~~ental insurance.

~~G.B.~~ Voluntary participation in Section 125 Flexible Spending Account

~~D.C.~~ Receipt of the district's contribution to an HRA or HSA plan to offset medical expenses.
~~If six (6) months are completed on or before December 31, the employee shall receive the full annual contribution to the plan; if~~ If the employee is hired after December 31
~~June 30, the employee shall will receive 50% of the full annual contribution to the plan.~~

~~E.~~ Retirement benefits.

~~F.D.~~ Life insurance.

~~G.E.~~ Long term disability.

~~H.F.~~ Educational aid.

~~I.G.~~ Long term care.

Section 30.5:

Upon completion of six (6) months of the initial probationary period, the new employee shall qualify for:

A. Participation in the district pension plan

Section 30.6

Upon completion of the ~~one (1)-year~~ probationary period, the employee will:

A. Be appointed to regular employee status, or

B. Will not be retained as an employee of the district. The decision to end an employee's probationary employment may be made at the discretion of management at any time during the probationary period.

B.C. The probationary period is extended (see 30.9)

Section 30.67:

An employee who transfers or is promoted into a lateral or higher-grade position during the initial probationary period will be eligible for additional benefits detailed in section 30.3-5 upon completion of six (6) months of total probationary period. The employee will be subject to completion of the remaining duration of the initial probationary period, and at the district's discretion, the initial probationary period may be extended for up to six (6) months to allow the employee to demonstrate abilities and fitness for the new position.

Section 30.78:

An employee promoted into a position in a higher grade who has completed an initial probational period shall serve a promotional probationary period of six (6) months. ~~If the district determines that an employee on promotional probation is unable to perform satisfactorily in the new position, such employee shall have the option of reverting to their previous position or a position of similar status. If, during the probationary period, management determines that it is not in the best interest of the district for the employee to continue in the promotional position, the employee may be returned to their previously held position, provided it is still available. If the previous position is not available, the employee may be placed in a vacant position for which they are qualified, which may be at a lower pay grade than the position previously held or of similar status, at the discretion of the district.~~ Promotional probation shall not be subject to the grievance procedure. If no such position is available, or if the employee was placed into a vacant position for which they are qualified, which may be at a lower pay grade than the position previously held or of similar status, the employee will be eligible for recall to the original classification outlined in Article 37.5.

Section 30.9

The district reserves the right to extend the probationary period in circumstances where the employee has not had the opportunity to perform the full scope of their duties. Legitimate reasons for such an extension may include, but are not limited to, a leave of absence, temporary reasonable accommodations, or other unforeseen circumstances that limit the employee's ability to fully demonstrate their qualifications. In cases involving leave of absence from duty, the probationary period may be extended for a duration generally equal to the time away from work. In cases not involving leave, any extension shall not exceed six (6) months.

**ARTICLE 31
PERSONNEL FILES**

Section 31.1:

Personnel files will be maintained by the Human Resources Division. An employee's file will contain all materials and documents pertinent to their employment with the district. Employees may schedule an appointment with Human Resources staff to view their file or may request a specific document to be provided via email or interoffice mail. Timelines for this appointment and/or costs for provision of document(s) requested shall be maintained per state law.

Section 31.2:

Access to this file will be limited to the employee, the employee's supervisors, the general manager, and Human Resources staff with an operational need to access the records.

Section 31.3:

Personnel records are subject to the Public Records Law and applicable case law. The district shall

notify the employee of any request made to gain access under the above referenced statutes. Other than the above, the employee must give written permission to anyone else wishing to access the file.

Section 31.4:

An employee may attach a rebuttal to materials in the personnel file or add relevant materials of the employee's choosing.

Section 31.5:

Each employee shall read and sign any written material that is placed in their personnel file related to performance or disciplinary action. It will be noted on the material that signing does not necessarily indicate agreement.

**ARTICLE 32
EMPLOYMENT EVALUATION**

Section 32.1:

At least once a year or earlier, all employees will discuss their employment and performance with the district administration. At this time, the employee's file will be reviewed and any areas of concern by either the employee or the administration may be discussed confidentially. These meetings will be conducted on a scheduled basis annually no later than the employee's anniversary date. However, an employee may request and receive a meeting with district administration at any mutually agreeable time. A copy of the performance evaluation will be provided to the employee.

Section 32.2:

Matters of evaluation shall be subject to the grievance procedure. Probationary employees shall not use the grievance procedure for evaluation matters.

Section 32.3:

An employee shall receive current job descriptions describing the duties of their job once a year on their evaluation date, or when job duties are changed.

Section 32.4:

An employee whose performance is inadequate will be provided an opportunity for improvement under the following procedure:

- A. A stated written plan of assistance will be provided that (a) identifies the work deficiency, (b) establishes time limits for correcting the deficiency and (c) provides suggestions for improvement. The plan of assistance will be delivered to the employee at a formal conference and shall be signed by both the immediate supervisor and employee. Refusal to sign the plan within twenty-four (24) hours may be grounds for disciplinary action.
- B. On or before the expiration of the corrective period, the supervisor, the employee and their representative (if they so choose) shall meet (not less than monthly) to discuss the employee's progress or lack thereof toward the expected improvements. The supervisor will notify the employee of the decision to recommend continued employment or dismissal provided that nothing will preclude a supervisor, at their discretion, from continuing the employee's assisted status, if, in their judgment, positive but less than full improvement has been shown. In no case, however, shall a plan of assistance exceed six (6) months.

**ARTICLE 33
EDUCATIONAL AID**

Section 33.1:

Employees may create an account to receive a district contribution of fifty dollars (\$50) per month toward the employee's choice of either direct payment to the employee's existing student loan or to a 529 educational savings account. Educational aid is contingent upon creation of an account and no retroactive payment shall be made by the district. Tax treatment of educational aid shall be as set by state and federal regulations.

Section 33.2:

Beginning the first calendar day of the month following the new employees' date of hire, the ~~E~~employees shall be eligible for educational aid ~~following successful completion of six months of employment.~~ Eligible employees will be provided program and enrollment information, including how to create an account to receive educational aid.

Section 33.3:

~~In year one of the contract, the district shall make educational aid available to employees when administratively feasible and no later than January 1, 2023.~~

ARTICLE 34 TRAINING, ON THE JOB DEVELOPMENT, AND CONFERENCES

Section 34.1:

The district shall pay one hundred percent (100%) of the costs of tuition, books and fees for any course, or training program prescribed by the district.

Section 34.2:

The district shall pay the costs of registration, materials, and any necessary travel costs for conferences, seminars or other technical training prescribed by the district. With prior approval by the general manager or designee, the district may also pay these costs for conferences, seminars, or other technical training requested by and voluntarily attended by the employees.

Section 34.3:

An employee shall be provided with compensatory time when class time for approved courses or training, or compensable travel time extends total working hours over a forty (40) hour workweek.

Compensable travel time includes time spent traveling during the course of a workday. Except for required courses, travel time that falls outside of the employee's regular work hours is not compensable, unless the employee is required to drive or is participating in a carpool.

For required courses, all travel time outside of regular work hours shall be considered compensable travel time. Employees who earn compensable travel time as a result of approved training may have their schedule adjusted within that workweek provided, they receive a minimum twenty-four (24) hour notice of any schedule changes.

Section 34.4:

When feasible, the district will provide opportunities for on-the-job developmental training. The intent is to assist an employee in meeting minimum qualifications for a select position in an effort to prepare an employee for future employment opportunities with the district. Employees are encouraged to initiate discussion with their supervisor regarding their own developmental training. Supervisors will work with the select employees to develop a written plan to assist the employee in meeting their developmental training goals. The plan shall state the purpose and length of the assignment, which will be limited to a maximum of twelve (12) months. During the training, there shall be no extra pay for the out-of-class work. A signed copy of the agreement shall be placed in the employee's personnel file. Participation in the on-the-job developmental training is voluntary.

ARTICLE 35

PROMOTIONAL, TRANSFER & TEMPORARY OPPORTUNITIES

Section 35.1:

When a job opening occurs in the district for which there is no eligibility list, it will be posted for a minimum of ten (10) working days before filling. Vacancies will be posted as either internal-only to current THPRD staff or internal/external open to the community. This procedure will provide existing employees an opportunity to apply:

- A. If a qualified applicant, who is an existing employee, files for such a job, they will be given preference for an interview over an outside applicant.
- B. The best-qualified applicant interviewed, as determined by the district, will be selected.
- C. Any employee not selected for an interview or who interviews for a vacant position and is not selected, shall upon request within five (5) working days, be entitled to be informed of the reasons. Only a refusal to inform the employee will be grievable under this section.

Recruitments may be used to establish an eligibility list for the classification used to fill additional vacancies occurring within one year of the establishment of the list. Should a hiring official be unable to fill a vacant position from an existing eligibility list, they may cancel the list and initiate a new recruitment process.

Section 35.2:

Nothing contained herein shall prevent the district from temporarily filling vacancies pending the recruitment process.

Section 35.3:

Notwithstanding section 35.1, the district may fill a vacant position by transferring an employee who is currently working within the job description to be posted, or at a higher level.

Section 35.4:

Temporary promotion: An employee shall be classified and paid at the rate for which they are normally assigned. However, if an employee is assigned the full duties of a higher paid classification for more than five (5) consecutive days they shall be paid at the higher rate for all time spent performing the higher paid duties. Rate of pay to be determined in accordance with section 11.4.

Out of class assignment: If an employee is assigned higher level work that is less than the full duties of a higher paid classification for more than five (5) consecutive days, they shall be paid a 5% premium for the duration of the out of class assignment.

Section 35.5:

The district may identify temporary promotion assignments outside the bargaining unit and invite eligible employees to apply. These appointments shall be for a maximum of twelve (12) months and may be rescinded by either party with thirty (30) days' notice. Rate of pay will be determined in accordance with section 11.4.

If an employee is temporarily promoted to such a position, the employee shall:

- A. Remain represented by the association and continue paying dues (if a member).
- B. Continue to accrue seniority under the Collective Bargaining Agreement and the appropriate benefit accrual rates.

- C. Be salaried at the appropriate legal level and FLSA exempt from all overtime provisions and state-required rest and meal periods.
- D. Be eligible for management administrative leave in lieu of overtime.
- E. Retain and continue to use all compensatory time accrued as of date of appointment.
- F. Be evaluated under the management/confidential performance evaluation system but will not be eligible for an increase in pay during the assignment.
- G. Return to their previous bargaining unit position/classification at the appropriate step of the rate range chart had they continued to work in their original position.
- H. Continue to maintain all required certifications and/or licenses required by their bargaining unit position/classification.

If the employee receives disciplinary action during the temporary period, the corrective action shall remain in the personnel file. However, performance-based corrective action related to the temporary position shall remain in the personnel file only so long as the employee is in the temporary position.

Section 35.6:

When feasible, the district will provide opportunities for on-the-job developmental training. The intent is to assist an employee in meeting minimum qualifications for a select position in an effort to prepare an employee for future employment opportunities with the district. Employees are encouraged to initiate discussion with their supervisor regarding their own developmental training. Supervisors will work with the select employees to develop a written plan to assist the employee in meeting their developmental training goals. The plan shall state the purpose and length of the assignment, which will be limited to a maximum of twelve (12) months. During the training, there shall be no extra pay for the out-of-class work. A signed copy of the agreement shall be placed in the employee's personnel file. Participation in the on the on-the-job developmental training is voluntary.

ARTICLE 36 RECLASSIFICATION PROCEDURE

Section 36.1:

The purpose of the reclassification of a position is to recognize that additional duties and responsibilities of a higher level have been added to the job. This deals not so much with volume - as in more of the same tasks to be done, but in duties which will require additional skills or more independent judgment to be exercised by the incumbent in the position. Greater efficiency by the position incumbent resulting in more work getting done or the completion of a class, certificate or degree by the incumbent would not necessarily be reason to reclassify the job. The determination for reclassification is based on the requirements for the position.

Section 36.2:

A position incumbent or supervisor may request a reclassification. The person requesting a reclassification of any position shall provide a written request supporting a reclassification review including, but not limited to additional position duties, supervisory responsibilities, certifications, licenses, and equipment used for the position. Employees and supervisors should work together to complete the reclassification request. The employee and supervisor must determine what new responsibilities have been added to the job by comparing it with the most recent job description.

- A. The supervisor(s) will submit the written request for reclassification to humanresources@thprd.org.
- B. Within three (3) weeks (calendar days) a review date will be scheduled with the Position Analysis Committee.

- C. The incumbent and one (1) representative will be afforded the opportunity to present at the review hearing. Seven (7) calendar days advanced notice will be given.
- D. Written materials will be submitted no later than ten (10) calendar days prior to the review hearing.
- E. Any individual presenting information or providing representation for the incumbent making the request shall not be allowed to sit on the Position Analysis Committee.

Section 36.3:

If the position is determined to be of a higher grade, the position will be reclassified using the following guidelines:

Re-Classification as a result of periodic review or other requests:

Whenever a position is reclassified as a result of a periodic classification review, by employee or department request, the recruitment will be waived and the incumbent placed in the reclassified position if:

- A. The reclassification has resulted from an incremental change in duties; and
- B. The supervisor(s) and the Human Resources Department find that the incumbent possesses the minimum qualifications of the higher-level position.

Position upgrade resulting from a reorganization of a department or unit:

When a position is upgraded as a result of a departmental reorganization, Human Resources, in consultation with the supervisor(s), shall determine the appropriate selection procedure.

In determining if the recruitment shall be promotional only the following shall be considered: analysis of job duties and availability of internal applicants. If determined promotional,

- A. An eligible applicant will be an employee currently working within the job description of the position that is to be upgraded, or within the job description(s) between the current and proposed upgrade position.
- B. An employee who is successful in the recruitment process and is appointed to an upgraded position as a result of reorganization shall serve a six (6) month probationary period.
- C. An employee who is unsuccessful in completing the required probationary period shall be demoted to the previously held position/classification, and their salary range and step shall return to the original position held.

In the event that the position has been downgraded, the employee shall be placed in the position without competing for the position. An employee whose position has been downgraded shall be given preference in referral to other positions within the same or equivalent classification as the position held prior to classification downgrading. The employee will be placed on the step of the new position which is justified by bona fide factors under the Oregon Equal Pay Act that is closest to the employee's wage in the higher-level position.

In the event the district chooses to upgrade a position, a copy of the proposed new position description will be provided to the association for its review and comments.

Section 36.4:

The incumbent will receive a determination completed by Human Resources within forty-five (45) calendar days after the review hearing. The determination shall contain the final recommendation and

will include a brief summary of the issues relating to the review. If there are special circumstances that affect completion of a reclassification request within forty-five (45) days, Human Resources staff will discuss the status of the request with the employee and supervisor.

Section 36.5:

In the event an employee does not receive a determination within the forty-five (45) day time- line, as provided for in section 36.4, and the results have determined the employee's position is to be reclassified, the employee's compensation adjustment shall be applied retro-active back to forty-five (45) days after the date the request was first submitted.

Section 36.6:

In the case of a negative determination, the employee may appeal to the Classification Review Panel. Upon determination of the Classification Review Panel, a final appeal may be made to the general manager.

Section 36.7:

The association may request a meeting with the district to confer regarding pay for changes in duties within their job classification, by giving written notice not more than twenty (20) calendar days after receipt of the district's written decision. The meeting between the district and the association shall take place not more than twenty (20) calendar days after receipt of the association's written request.

Section 36.8:

The association may, after meeting with the district as outlined in 34.7, demand to bargain over the pay for changes in duties within the classification. The demand to bargain shall be in writing no later than twenty (20) calendar days from the date the association meets with the district.

Section 36.9:

It is understood that this article cannot be construed in any way as limiting the rights of either party to present such matters during negotiations.

Section 36.10:

The parties agree that procedural issues only which arise out of this article shall be subject to the grievance procedure contained in this Agreement.

**ARTICLE 37
LAYOFF AND RECALL**

Section 37.1:

LAYOFF

Definitions:

"Seniority" shall mean an employee's total length of continuous service since their date of original hire under the Agreement, less any months in which a month of service in a represented position was not complete. Part-time (PT) and seasonal assignments shall not be considered when computing length of service, however time served by represented staff in temporary positions outside of the bargaining unit will be considered when computing length of service.

"Job Classification" means a specific classification identified by a title and classification description.

A "position" is a FT budgeted position as defined in section 1.3 of the Agreement.

"Classification Group" means a listing of job classifications that are functionally related to one another in such a way that duties, responsibilities and qualifications within the classification group permit incumbents to transfer skills and experiences from one class within the classification group to another. The listing of classifications within the classification group are in rank order, with the most difficult and/or demanding jobs listed at the top. (Note: A classification group may consist of a single job

classification.)

The “anniversary date” is defined in article 9 of the Agreement.

An employee subject to “furlough” is required to work fewer hours or take extended unpaid leave on a temporary basis. Medical and dental benefits may be fully or partially paid by the district during the furlough period.

An employee subject to “layoff” is formally separated from the organization and receives no continuation of benefits

Section 37.2

FURLOUGH

The district may elect to utilize furlough in the event a temporary reduction in force is required to address operational challenges. Furloughs may include full furlough from duties within affected work groups or may consist of a partial furlough from duties for a range of district positions. If the district determines the need for a temporary reduction in force, notice of not less than two (2) weeks shall be provided to employees being furloughed. This notice will be provided through district email, unless employee is on leave, in which case notice shall be provided via personal email or letter. Employees may be given the option of retaining or cashing out accrued vacation and compensatory leave if placed on full furlough. The district will notify association leadership and the association chapter representative of furlough plan including positions and employees impacted, and the timeline of the furlough period.

Employees subject to furlough will be given sufficient time to remove any personal belongings and to communicate any work responsibilities to their supervisor or other designated staff.

The district reserves the right to determine positions to be temporarily reduced and may consider operational needs, special skills, and seniority within affected working groups in making furlough decisions. When a position is temporarily reduced, the furlough will occur within the affected job classification group or, if there is more than one (1) equally-ranked job classification in that job classification group, within those equally-ranked classes.

If employees are on furlough during open enrollment, the district will send open enrollment communications to them, using their personal contact information, to provide the opportunity to make changes to their benefits for the year.

No new employees shall be hired into a classification in which there are employees on full furlough status. If there is an operational need for an exception, the district shall notify the association and meet to discuss impact.

When a furloughed employee on unpaid leave is scheduled to return to work, the employee will be provided written notice with start date, rate of pay (grade and step), confirmation of anniversary date (for merit purposes), supervisor, work location, and schedule. If the employee declines to return to work or fails to report within fourteen (14) calendar days or a mutually agreed-upon start date, it will be considered voluntary separation.

Furloughed employees are considered active employees and will continue benefits and accruals detailed in other areas of the Agreement unless excluded in article 37.

Section 37.3:

NOTICE OF LAYOFF

If the district determines the need for a permanent reduction in its contracted work force (excluding temporary reductions), notice of not less than two (2) weeks shall be provided to employees being laid off. This notice will be provided through district email, unless the employee is on leave, in which case formal communication would be provided via personal email or letter. Staff will be cashed out

for accrued vacation and compensatory time at the point of separation. The district will notify association leadership and the association chapter representative of the layoff plan including classifications and employees affected, as well as the timeline for layoff proceedings.

Staff separated will be given sufficient time to remove any personal belongings and to communicate any work responsibilities to their supervisor or other designated staff.

The district reserves the right to determine positions to be eliminated. When a position is eliminated, the layoff will occur within the affected job classification or, if there is more than one equally-ranked job classification in that job classification group, within those equally-ranked classes.

The position to be eliminated, resulting in employee layoff, shall be determined by the district on the basis of operational needs. However, where there are two (2) or more positions in the affected classification group (or equally-ranked job classifications in the classification group), an employee's length of service (seniority) as determined in section 37.1 of the Agreement shall apply. Whenever practical, no represented employees shall be laid off within a job classification until all PT and seasonal employees in such job classifications have been terminated.

When the layoff is in a job classification with more than one (1) position, the least senior employee holding one (1) of those positions will be given notice of layoff and the remaining employees in those positions will be reassigned to cover the remaining jobs. However, a less senior employee may be retained, and the next senior employee laid off instead, if the less senior employee has unique skills or abilities which are necessary for a remaining position and which cannot be learned, or qualified to perform, by more senior employees in the classification, within fourteen (14) calendar days.

Section 37.4: BUMPING RIGHTS

An employee who is given the initial notice of layoff under section 37.3 can either accept the layoff or use their seniority to exercise bumping rights. Notification of the option to bump will be provided in writing using the employee's personal contact information. This notification will include current job description(s) for the potential bumping opportunities, rate range of classification(s) available for bumping, potential location, schedule, and supervisor if known. A request to bump must be made within three (3) calendar days, not including holidays.

Employees who are to be laid off may not bump employees with less seniority in higher-ranking job titles within the classification group. Bumping rights can be exercised by a more senior employee in a classification to bump the least senior employee in the same classification. If there is no less senior employee in the classification, then they may bump to the least senior employee in the next classification in descending order within the classification group, as long as the bumping employee has greater seniority than that other employee.

An employee who is displaced by bumping may also use their seniority in the same manner to bump into the next lower classification in the classification group. If there is no less senior employee in the next classification, then they may bump to the least senior employee in the next lower classification in descending order within the classification group, as long as the bumping employee has greater seniority than that other employee.

An employee who has service under the Agreement in another classification group with the district may exercise bumping rights within that classification group as well. Bumping rights can be exercised to assume the position of the least senior employee who holds a position in the formerly held classification, as long as the bumping employee has greater seniority than that other employee. If there is no less senior employee, they may also use their seniority in the same manner to bump into the next lower classification in the classification group, as long as the bumping employee has greater seniority than that other employee.

In order to bump, employees must have the ability, capacity and skill to perform the job and must demonstrate ability to perform all job functions within fourteen (14) calendar days from the date they assume the job duties.

If after a trial period of fourteen (14) calendar days, the employee cannot perform the duties of their current position in a satisfactory manner, the employee may, at the discretion of the district, either be given additional time for training or be laid off. If they are laid off, the district will fill the position by recall of an employee who was laid off from a higher classification within the same classification group or by recalling the employee who was bumped out of that position, whoever has more seniority.

An employee who bumps into a lower classification will be placed on the step in the new classification which is justified by bona fide factors under the Oregon Equal Pay Act.

An employee eligible to bump may waive their right to bump and may choose to be placed on the layoff and recall list instead.

Section 37.5:

RECALL

Employees laid off shall be placed on a recall list in order of seniority, as defined in section 37.1 of the Agreement and may be recalled to any position in which they have had service under the Agreement. Placement on the recall list shall automatically terminate twenty-four (24) months after the effective day of going on the recall list. No new employee will be hired into a job title from which qualified employees have been laid off for less than twenty-four (24) months.

If an employee on the recall list is recalled by the district, the employee has seven (7) calendar days from the receipt of written notification to accept or reject the position. If the position is accepted, the employee has fourteen (14) calendar days to report. If the employee rejects the offer or fails to report within fourteen (14) calendar days, it will result in removal from the recall list. Laid off employees may notify Human Resources of their request to be removed from the recall list. Retirement from the district shall also result in removal from the recall list. The district shall notify the association of voluntary withdrawal from the recall list for any reason.

At the time of the recall offer, the district will provide a written notice to employees with the start date, rate of pay (range and step), new anniversary date (for merit purposes), supervisor, work location, work schedule, job description, and will be scheduled for a benefits orientation upon return.

If an employee on the recall list is offered a position that provides ten percent (10%) or greater reduction in hourly rate or a reduction in benefits that they were receiving at the time of layoff, they will not forfeit their right to recall by refusing the position.

If an employee on the recall list has accepted a lower grade position, they have the right to return to the original position, subject to seniority over laid off employees still on the recall list, should it become available within twenty-four (24) months of lay off.

An employee rehired from the recall list shall have their accrued sick leave balance and vacation accrual reinstated to reflect their accrual levels at the time of layoff.

If an employee is recalled to a lower grade position, then offered a limited duration position, their grade and rate will be justified by bona fide factors under the Oregon Equal Pay Act.

Upon recall to a position, an employee's eligibility to participate (or resume participation) in the district's retirement plans will be as set forth in the plan documents.

Section 37.6

MERIT INCREASES FOLLOWING FULL FURLOUGH OR LAYOFF

For the purposes of determining eligibility for merit increases following a full furlough or layoff, employees separated from the district for up to three months will retain the same anniversary date. Those separated through full furlough or layoff for more than three months will have their anniversary dates adjusted into the future for each month beyond the initial three months of break in service. Anyone laid off for more than 12 months will have their anniversary date reset upon their recall to the district and would be eligible for a merit increase in 12 months. For example:

- If laid off in May and anniversary is July, and employee returns in two months, the anniversary date remains the same, and the employee will be eligible for merit upon return.
- If laid off May and anniversary date is in December, and employee returns in six months, the anniversary date is adjusted by three months, and the employee will be eligible for merit in January.
- If laid off in May and anniversary is in December, and employee returns after 12 months, the anniversary date in the position will be calculated using the return date as the new anniversary date, and the employee will be eligible for merit in 12 months.

Section 37.7

The Position Analysis Committee will determine where new and/or reclassified positions will be placed on the Classification Group list. This list will be reviewed for accuracy each time the contract is open for bargaining.

ARTICLE 38 OUTSIDE EMPLOYMENT

Section 38.1:

In that the occasional necessity or desire for additional income may arise, employees of the district will be allowed to hold outside employment. Employees of the district may also hold volunteer positions. However, any outside job or volunteer position must:

- A. In no way detract from the efficiency of the employee while performing their district work.
- B. In no way discredit the district.
- C. Not take preference over extra duty that may be required by district employment.
- D. In no way constitute a conflicting interest with employment in the district.
- E. In no way be used in conjunction with district employment to produce direct economic gain to the individual employee.

ARTICLE 39 POLITICAL ACTIVITY

Section 39.1:

Political activity by employees is not prohibited; so long as it is carried on during the employee's off duty hours and is not detrimental to their performance with the district.

ARTICLE 40

DRUG & ALCOHOL ABUSE POLICY

Section 40.1:

The district has a responsibility to employees, participants and the general public to ensure and enhance safe working conditions and to ensure compliance with Federal and State laws.

~~To fulfill this obligation and to ensure compliance with Federal and State anti-drug abuse laws, the district must establish a work environment where employees are free from the effects of drugs and alcohol by means of drug awareness education as well as a drug testing program.~~

~~The purpose of this program is to establish a fair and equitable policy for all district employees regarding the possession, sale, distribution or use of a controlled substance and the testing for use of drugs or alcohol in the workplace. For the purpose of this article, "drugs" are defined as substances that are illegal under state or federal law and substances, such as opioids, that are legal when used with a prescription.~~

~~Although drug and alcohol abuse will not be tolerated, it is also the intent of the district to provide assistance should an employee come under the influence.~~

Drug Awareness Education

~~The district will provide employees training in drug awareness. This would include the effects, recognition and types of behavior associated with drug and alcohol use, and how to approach or address the problem with a fellow employee including treatment options available.~~

Section 40.2:

TESTING

A. Pre-hire Testing

~~A pre-hire drug test will be required for all FT positions identified as safety sensitive, such as:~~

- ~~• Positions that require operation of vehicles, machinery or equipment~~
- ~~• Positions that require frequent contact with and are directly influential upon juvenile(s)~~
- ~~• Positions that require working around hazardous areas and/or hazardous materials~~
- ~~• Positions where pre-employment drug testing is required by federal or state law.~~

~~If an applicant tests positive or refuses the test, they will not be offered employment.~~

B. Random Testing

~~All district FT employees, holding positions requiring a commercial driver's license covered by US Department of Transportation drug and alcohol rules, will be included in the selection for a random drug test. Selection will be done entirely at random, at unpredictable times within each quarter. Since testing will be done entirely by random selection, an employee could be tested more than once during the year.~~

C.A. Incident Testing

~~A district full-time (FT) employee conducting district business, if involved in a reportable accident or incident, will be tested if one (1) or more of the following occur: reasonable suspicion is established that the employee is under the influence of drugs or alcohol.~~

- ~~1. A citation for a moving violation;~~
- ~~2. The estimated accumulative damage or liability (includes property and other damage involved) is \$2,500 or more and/or the vehicle is towed;~~
- ~~3. There is a reasonable cause to believe that the employee is under the influence.~~

D.B. Reasonable Suspicion Testing

~~The district may implement fact finding for reasonable suspicion testing based on objective and~~

~~specific facts sufficient to lead a reasonable person to suspect an employee has consumed or is under the influence of drugs or alcohol. Such facts or circumstances must be able to be articulated to the employee. The district may assess situations to establish reasonable suspicion for testing based on objective and specific facts sufficient to lead a reasonable person to suspect an employee has consumed or is under the influence of drugs or alcohol. Such facts or circumstances must be able to be articulated to the employee.~~

~~The supervisor shall request the Human Resources director or another supervisor to verify and assist in the documentation of the fact finding. In the event district management personnel has reasonable suspicion to believe the employee is under the influence of drugs or alcohol and the employee's ability to perform the functions of the job may be impaired or the employee's ability to perform their job safely may be reduced, reasonable cause testing will be administered per the following: The supervisor shall request the assistance of either a representative from Safety Services or another non-represented manager, both of whom must have completed the district's training on conducting reasonable suspicion assessments. To proceed with tested, both the supervisor and the assisting party must agree that there is reasonable suspicion to believe the employee is under the influence of drugs or alcohol.~~

1. The supervisor shall discuss the ~~reasonable suspicion assessment fact finding with them~~ the employee individually and ~~confidentially~~ privately as possible. The employee has the right to request union representation. ~~In the event a~~ Testing will not be delayed based on union representative is not available, the test will not be delayed availability.
2. The employee will be reminded of the district policy and procedures concerning drug and alcohol use.
3. The employee shall submit to the testing procedures. In the event a drug or alcohol test is required ~~(except random testing)~~, the employee will be transported ~~by the supervisor or the Human Resources director~~, immediately, for testing.

The employee will be ~~on sick leave~~ placed on paid administrative leave until test results are reviewed. ~~If results prove negative, the employee will be compensated for sick leave used.~~

Section 40.3: TESTING PROCEDURES

- A. ~~All employees for whom reasonable suspicion has been established will be sent for testing. If an employee voluntarily acknowledges that drugs or alcohol are a problem in their life, they are under the influence or suffering from the effects of drug or alcohol use, the employee shall be immediately referred to the district's EAP for assessment and referral to an appropriate treatment program.~~
- B. ~~If the employee denies that they are under the influence of drugs or alcohol~~ When reasonable suspicion is established, the supervisor(s) shall notify the employee that a drug/alcohol test ~~is required to confirm the employee's denial and that it shall be performed immediately~~. The ~~supervisor-employee~~ will then be transported ~~the employee~~ to the appropriate medical facility for testing. Once the appropriate medical forms are filled out, the employee will provide a sample to be tested.
- C. Should the employee refuse to consent to a drug/alcohol test, the supervisor shall inform the employee of the following:
 1. Failure to submit to testing will be treated as if the employee had tested positive and the positive test result procedures will be enforced, ~~and~~.
 2. ~~A suspension, without pay, for five (5) workdays will be issued.~~ Disciplinary action, up to

and including termination, may be taken based on the circumstances.

Any subsequent refusals by the employee to submit to a test shall constitute cause for dismissal.

Section 40.4: COLLECTION & TESTING

Providence Occupational Health, or other state approved laboratories, will establish the collection procedures. All specimens will be collected and forwarded to a National Institute of Drug Abuse (NIDA) certified laboratory and be tested in accordance of the NIDA and Federal standards and the levels as established by both.

A. Tampering with a Sample

If an employee should tamper with a collected sample, the sample will be treated as a positive sample and the employee will be subject to a separate disciplinary action for just cause under article 41 and may result in termination.

B. Positive Test Result

In accordance with the Federal and State anti-drug abuse laws all positive test results will be reviewed by a Medical Review Officer (MRO). The MRO will receive test results from the laboratory and will contact both the district and the employee to review test results.

1. Upon a positive test result, the employee will be provided the opportunity to enter into a Last Chance Agreement for a period of two (2) years which will include a mandatory referral to the district's EAP for evaluation and recommendations of an appropriate treatment program.
2. Failure to follow treatment recommendations and to allow ~~the~~ Human Resources ~~director~~ to communicate about the recommendations and compliance with the appropriate professionals can lead to disciplinary action including termination.
3. ~~If a report is made and, in the opinion of the treatment professional, the person can safely return to work, the employee may do so. If, however, the professional believes that such a return to work is detrimental to the employee or the district person, property or other, then such a recommendation will be forwarded to the Human Resources director to determine whether termination or suspension from work, until the professional is satisfied, is appropriate. If a report is made, the employee may return to work only if both the Human Resources director and a credentialed drug and alcohol treatment professional concur that the employee can safely do so. If the treatment professional determines that a return to work would be detrimental to the employee or to the district personnel, property, or operations, this recommendation will be forwarded to the Human Resources director. In such cases, the employee may be suspended or terminated, or remain off work until the treatment professional determines it is safe for the employee to return, with concurrence from the Human Resources director.~~
4. The cost of the treatment program, if any, will be paid by the employee or medical insurance provider (if covered, to the extent of coverage).
5. Failure to execute the Last Chance Agreement shall result in immediate termination.
6. An employee enrolled in a drug treatment program under the EAP will be subject to unannounced drug tests up to two (2) years beyond the completion of treatment.

~~From the time an employee has a positive test result or otherwise is discovered to have a problem, the employee will be considered to be on sick leave until the employee can provide the district with a release from the EAP counselor or any appropriate treatment program. If the employee has no sick leave, vacation and compensatory time will be used. If the employee has no~~

compensatory time, sick or vacation leave available, the employee will not be compensated for the time off. From the time an employee receives a confirmed positive result or is otherwise identified as having a substance use issue, the employee may be placed on leave. If the employee confirms that the reason for their absence meets the criteria outlined in Oregon's sick time law, they may use their accrued sick leave. If sick leave is not used or is exhausted, accrued leave may be used in that order. If no accrued leave is available, the leave will be unpaid. The employee may not return to work until the district receives a release from a credentialed drug and alcohol treatment professional, with concurrence from the Human Resources director.

Failure to report a relapse to the appropriate treatment professional may result in termination.

Section 40.5:

SELF RECOGNIZED SUBSTANCE ABUSE

An employee is encouraged to request voluntary assistance with drug use and/or alcohol abuse problem(s), on a confidential basis, through the EAP or other local health agency.

- A. If in the opinion of a qualified drug/alcohol counselor the employee requires rehabilitation services or treatment, the employee will have the option to enroll.
- B. An employee with a self-recognized substance problem that voluntarily requests assistance will not be subject to disciplinary action. However, a request for assistance will not be used to exempt an employee from job performance requirements.
- C. Any employee who complies with the above requirements prior to violation of this policy shall immediately be granted leave in order to undergo treatment. Should the employee not have sufficient compensatory time, sick or vacation accruals, leave without pay may be granted.

If a qualified drug or alcohol counselor determines that the employee requires rehabilitation or treatment services, the employee may choose to enroll in such services.

An employee who voluntarily seeks assistance for a self-identified substance use issue before violating this policy will not be subject to disciplinary action based solely on the disclosure. However, seeking assistance does not exempt the employee from meeting established job performance or conduct standards.

If the employee elects to undergo treatment under these conditions, leave will be granted for the duration of the program. Available accrued leave may be used. If no paid leave is available, leave without pay may be approved.

Section 40.6:

MEDICALLY AUTHORIZED DRUGS

It is the employee's responsibility to determine from the physician whether or not any medication would impair performance. An employee utilizing prescribed and/or over the counter medication(s) that could adversely affect job safety or performance should immediately report that fact to their supervisor. With the employee's written consent, a consultation with the attending physician, concerning the effects a substance may have on an employee, may be appropriate. Any failure to report the use of such medication or failure to provide proper evidence of medical authorization will result in disciplinary action. Employees should consult with their prescribing or attending physician before starting any medication – prescription or over-the-counter – if the medication has the potential to cause side effects that could interfere with job duties. This includes, but is not limited to medications that may cause:

- Drowsiness or fatigue
- Dizziness or lightheadedness
- Blurred vision
- Slowed reaction time
- Impaired judgement or coordination
- Mood changes or confusion

Such side effects may affect an employee's ability to operate machinery, drive, perform physical tasks, make decisions, or interact safely with others.

To support this consultation, employees should provide their physician with a copy of their job description (JD), which outlines the physical, cognitive, and safety-sensitive aspects of the position. This enables the physician to assess whether the medication could interfere with the employee's specific job functions.

If the physician confirms that the medication may impair job performance or safety, the employee must promptly notify their supervisor. With written consent, the district may follow up with the physician to clarify any restrictions or modifications needed to the employee to perform their job safely.

When a supervisor is notified that an employee's medication may impact their ability to perform job duties safely, the supervisor will coordinate with Human Resources to assess whether temporary job modifications, alternative duties, or leave may be available, in accordance with applicable policies and legal requirements. If no such options are available or appropriate, the employee may be removed from duty until they are able to safely perform the essential functions of their position safely, with or without reasonable accommodation, the district may determine that the employee is no longer qualified for the position, consistent with applicable laws and district policy.

Section 40.7:

ADMINISTRATION OF THE PROGRAM

~~The Human Resources director will be responsible for managing and monitoring the program.~~

Section 40.87:

CONFIDENTIALITY

The district will use every effort consistent with the circumstances to conduct the testing procedures in a manner that will preserve the employee's privacy and dignity. These efforts shall include the restriction of information pertaining to testing or the results of testing to those managers or supervisors who need to have access to such information in order to make and implement personnel decisions involving the employee. Only reasonable information will be shared, and the employee shall be party to all communication regarding shared information.

Section 40.98:

UNLAWFUL ACTIONS

Any employee convicted or indicted of a violation of any criminal drug statute or who has been issued a citation for operating a vehicle while under the influence of intoxicants must inform their supervisor or the Human Resources director within the employee's next working day. Failure to do so ~~will~~ may result in disciplinary action.

ARTICLE 41 DISCIPLINARY ACTION

Section 41.1:

It is expected that employees will use good judgment in their actions and not cause discredit to the district, themselves, or other employees; however, the objective when disciplinary action is called for, shall be to correct the situation rather than to inflict treatment that is punitive in nature.

Section 41.2:

Disciplinary action may include but is not limited to warning, reprimand, suspension (without pay), demotion, or discharge. While discipline will normally be progressive, management has the right to apply the appropriate level of discipline. No employee shall be disciplined without just cause.

Section 41.3:

A disciplinary action shall be removed from the employee's personnel file if it is determined that it was based on erroneous facts or circumstances.

Section 41.4:

Any disciplinary action shall be addressed through a subsequent performance evaluation process, which shall note improvement or lack of improvement toward satisfactorily correcting the situation. An employee may initiate the subsequent evaluation process, after a reasonable time, by generating a self-evaluation addressing the issue relative to the disciplinary action.

When the district determines that the nature of the alleged offense requires removal from work, the employee will be placed on paid administrative leave during the course of the investigation.

Section 41.5:

No suspension or discharge will be allowed unless approved by the office of the general manager or designee.

ARTICLE 42 GRIEVANCE PROCEDURE

Section 42.1:

In the event an employee or the association has a grievance arising out of the contract or work condition, the following procedures shall be followed:

Step 1:

The employee, with or without an association representative, shall first discuss the grievance with their immediate supervisor within ten (10) working days from the date the employee knows or should have known of the alleged violation. If the grievance is not resolved and the employee wishes to proceed further with the grievance, the employee shall within seven (7) working days file the grievance in writing to the department head/manager, and set forth the facts, section(s) of the Agreement involved, and remedies sought. The employee's department head/manager shall then attempt to adjust the matter and respond in writing to the grievance within seven (7) working days from receipt of the written grievance.

Step 2:

If the grievance has not been settled, it may be presented by the employee, with or without an association representative, to the Division Director within seven (7) working days after the response from the department head/manager is received (physically received or postmark date). The Division Director shall respond in writing to the grievance within seven (7) working days of receipt of the grievance.

Step 3:

If the grievance has not been settled, it may be presented in writing by the employee, with or without an association representative, to the general manager or designee, within seven (7) working days after the response of the Division Director is received (physically received or postmark date). The general manager or designee shall respond in writing to the grievance within seven (7) working days after the receipt of the grievance.

Step 4:

If the grievance has not been settled, the association may, within seven (7) working days after the reply of the general manager or designee is received (physically received or postmark date), serve notice of its intention to arbitrate the grievance. Such notice shall be in writing and delivered to the general manager or designee.

Section 42.2:

After either party has indicated its desire to take a grievance to arbitration, it shall jointly request of the Employment Relations Board a list of names of seven (7) arbitrators. The parties shall select an arbitrator from the list by such method as they may jointly elect or, if they are unable to agree on such method, then by lot and proceed alternately to strike names until the final name is left on the list that shall then be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator's decision shall be final and binding, but they shall have no power to alter, modify, add to or detract from the terms of the Agreement, and shall have no power to make an award which is retroactive for a period in excess of ninety (90) calendar days prior to the date the grievance was filed under Step 1 of the procedure contained in this article.

Section 42.3:

The arbitrator's fee and expenses shall be divided equally between the parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 42.4:

The association may file at Step 2 any grievance involving a claim or dispute which affects two or more employees.

Section 42.5:

Representatives selected by the association to act as "Association Representatives" shall be certified in writing to the district by the association.

Section 42.6:

The time limits specified in this section may be waived by mutual consent.

**ARTICLE 43
SAVINGS CLAUSE**

Section 43.1:

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of said court shall apply only to the specified article, section or portion thereof directly specified in said decision.

**ARTICLE 44
DURATION AND TERMINATION**

Section 44.1:

This Agreement shall be effective July 1, ~~2022~~2025, and continue in full force and be effective until June 30, ~~2025~~2028.

Section 44.2:

The association shall notify the district in writing no later than December 1, ~~2024~~2027, of its intention to negotiate a successor Agreement. Within thirty (30) days of that notification the parties will identify a date to begin bargaining.

SIGNED this _____ day of _____, 20__

FOR THE ASSOCIATION

President

FOR THE DISTRICT

President

DRAFT

COLLECTIVE BARGAINING AGREEMENT

TUALATIN HILLS PARK & RECREATION DISTRICT

AND

TUALATIN HILLS PARK & RECREATION DISTRICT
EMPLOYEES ASSOCIATION

2025-2028



Collective Bargaining Negotiation

Employee Association Negotiation Team

Hanna Dörenhofer, Park Ranger
Shawna Jeskey, OSEA Field Representative
Aimee Krieger, Program Specialist
Melissa Marcum, Volunteer Services Specialist
Colin Perkins, Pool Operator
Brenda Peterson, Office Tech
Sofi Rubio Garcia, Customer Engagement Representative
Melissa Mayer Van Altvorst, Office Tech

District Negotiation Team

Cameron Hall, Park Maintenance Supervisor
Cindy Hopper, Fiscal Operations Manager
Ann Johnson, Recreation Manager
Lindsay Lambert, Administrative Specialist – Confidential
Jeff Lee, Center Supervisor
Joshua Norton, Center Supervisor
Aisha Panas, Deputy General Manager/Park Services Director
Steven Sutton, Human Resources Director

Collective Bargaining Agreement

2025-2028

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Collective Bargaining Agreement

2025-2028 AGREEMENT

This Agreement entered into the 1st day of July 2025 between the TUALATIN HILLS PARK AND RECREATION DISTRICT, hereinafter designated as "district" and the TUALATIN HILLS PARK & RECREATION DISTRICT EMPLOYEES ASSOCIATION, hereinafter referred to as "association."

ARTICLE 1 RECOGNITION

Section 1.1:

The district recognizes the association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the bargaining unit.

Section 1.2:

The bargaining unit shall consist of all full-time (FT) employees of the district, EXCLUDING the positions of General Manager, Division Directors, Executive Assistant, Administrative Specialist – Confidential, Department Managers, Supervisor I/II, Land Acquisition Specialist, Senior Park Planner, Human Resources Business Partner, and Human Resources Specialist. It shall also exclude unclassified part-time (PT) including seasonal employees.

Section 1.3:

A FT employee is defined as employed in a budgeted position working a schedule of an average of 30 hours per week or more on a year-round basis. A PT employee is defined as working a schedule of an average of less than 30 hours per week on a year-round basis. A seasonal employee is defined as working six months or less.

Section 1.4:

Classifications within the bargaining unit may be assigned supervisory responsibility for PT employees, and/or lead responsibility for FT employees. In no case shall a bargaining unit employee supervise other bargaining unit employees except as outlined in the Agreement for temporary promotion outside the unit. For the purposes of this article, supervisory responsibilities shall consist of approval of evaluations, execution of disciplinary actions, and hiring and firing authority.

Section 1.5:

The district will notify the association prior to posting new or amended position classifications and will indicate whether or not it believes any of them should be included within the bargaining unit. If the association believes any new or amended job classification should be included within the bargaining unit, the executive committee and union representative may meet with district representatives to discuss the matter. If agreement is not reached within a reasonable time, the district may proceed with posting the position. Either or both parties may request mediation for a determination of whether or not the classification is within the bargaining unit. Prior to such determination, the position classification shall remain out of the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1:

It is recognized that an area of responsibility must be reserved to the employer if the district is to effectively serve the public. Except to the extent expressly governed by a specific provision of this Agreement, the responsibilities of management are exclusively functions to be exercised solely by the district and are not subject to negotiation. By way of illustration and not limitation, the following are listed as such management functions:

- A. The determination of the services to be rendered to the community served by the district.
- B. The determination of the district's financial budgetary, accounting and organization policies and procedures.
- C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the district establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- D. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and the manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize departments or divisions; the right to determine schedules of work; and the right to purchase, dispose and assign equipment or supplies.

ARTICLE 3 GENERAL CONDITIONS

Section 3.1:

No employee shall suffer any reduction in salary or benefits because of the adoption of this Agreement.

Section 3.2:

During the life of this Agreement, the association agrees not to engage in any strike or work stoppage and the district agrees not to engage in any lockout.

Section 3.3:

No employee shall be discharged or discriminated against for upholding association purposes and taking an active part in the affairs of the association.

Section 3.4:

The association shall have the right to appoint representatives. The district shall allow designated association representatives to engage in the following activities during work hours and at the district's facilities, without the loss of compensation or benefits:

- a. Investigate and process grievances and other workplace-related complaints;
- b. Attend investigatory meetings, hearings, and other due process proceedings;
- c. Participate in, or prepare for, proceedings that arise from a dispute involving the Collective Bargaining Agreement, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board;
- d. Engage in collective bargaining;
- e. Attend labor-management meetings, safety committee meetings, and any other meetings between representatives of the district and the association to discuss employment relations;
- f. Provide information regarding the Collective Bargaining Agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s);
- g. Testify in a legal proceedings in which the designated union representative has been subpoenaed as a witness.

Section 3.5:

For purposes of this article, "designated representatives" shall include chapter executive board

officers, building representatives, and their designees. A non-employee OSEA Field Representative shall be permitted access to the district's facilities for the purpose of engaging in the activities described in this article on the same terms and conditions as designated representatives.

Section 3.6:

The district shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed in Section 3.4 of this article. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform such activities during paid work hours.

Section 3.7:

The district may refuse to authorize additional work hours that incurs overtime pay as a result of performing the activities listed in Section 3.4 of this article.

Section 3.8:

No provision of this Agreement shall be interpreted to authorize any party, the district, the bargaining unit, or any employee to perform any act, or failure to perform any act, if the performance or failure to perform would result in a violation of the law or rule of any federal, state or local government body or administrative agency.

Section 3.9:

The district shall provide each employee with copies of the Collective Bargaining Agreement.

Section 3.10:

No more than six (6) Chapter Officers, and elected or appointed association representatives, upon approved application, may be granted time off with pay from their regular duties for collective bargaining and contract administration. Whenever possible, such meetings will be scheduled so as not to interfere with district duties. However, the parties recognize that bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session outside of normal work hours shall be permitted to flex their normal work hours to attend the bargaining session on paid work time. No more than ten (10) Chapter Officers and elected or appointed association representatives, upon approved application, may be granted time off without pay from regular duties to attend the Oregon School Employees Association (OSEA) annual conference.

Section 3.11:

The association shall have the right to use the district's facilities to conduct union meetings.

Section 3.12:

The district's electronic mail system may be used by the union for union-related communications including, but not limited to, communications related to:

- a. Collective bargaining;
- b. Grievance or other dispute investigations;
- c. Governance of the association.

ARTICLE 4 ASSOCIATION MEMBERSHIP

The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the association.

Section 4.1:

The district, when so authorized and directed in writing by an employee on a membership card, hereafter referred to as an authorization form, which shows the employee's consent, will deduct regular association dues, charges, fees, and assessments from wages of such employee. The

authorization form will be provided by the association and upon being filled out by the employee, shall be provided to the association and the district. Any authorization for payroll deductions of dues may be canceled by the employee upon written notification to the Association State Office, to be effective on the first day of the following month. The district will not be held liable for check off errors but will make proper adjustments with the association for errors as soon as is practicable.

Section 4.2:

Hold harmless: The association agrees that it will indemnify and hold the district harmless from all suits, actions, and claims against the district or persons acting on behalf of the district whether for damages, compensation or any combination thereof, arising out of the district's faithful compliance with the terms of this article. In the event of any suit or proceeding brought to invalidate this article, the association will actively defend the suit or proceeding. In the event any determination is made by the highest court having jurisdiction that this article is invalid, the association shall be solely responsible for any reimbursement to the employee.

Section 4.3:

Payroll deduction of dues shall be made by the disbursing officer of the district each month to the Treasurer of the association. The amount of dues shall be indicated by the association to the district in writing and shall be effective on the date indicated by the association.

ARTICLE 5 ASSOCIATION REPRESENTATIVES MEETING WITH STAFF

Section 5.1:

Representatives of the association shall be afforded the opportunity to meet with employees before or after monthly staff meeting when such employees' work schedule makes it impossible for them to attend regular association membership meetings.

Section 5.2:

At employee orientations, the district shall provide the association with no less than thirty (30) minutes to make a presentation to all bargaining unit employees without undue interference. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the union's presentation.

Section 5.3:

When a bargaining unit employee is hired after the employee orientation or when the district does not conduct an orientation, the union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall be scheduled by the association at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.

Section 5.4:

The union shall be permitted to meet with employees during regular working hours at their regular work location to discuss grievances, complaints, and other workplace related matters without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

ARTICLE 6 EMPLOYEE LIST

Section 6.1:

The district will provide the association Chapter President, Field Representative, and OSEA's Director of Fiscal Operations with an editable Excel spreadsheet containing the following information for each

employee in the bargaining unit:

1. The employee's full name and date of hire;
2. Contact information including:
 - a. Cellular, home, and work telephone numbers;
 - b. Personal and work electronic mail addresses; and
 - c. Home or personal mailing address;
3. Employment information including:
 - a. Job title;
 - b. Salary;
 - c. Worksite location; and
4. The employee's date of birth.

Section 6.2:

The district shall provide the information listed in Section 6.1 within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for all employees in the bargaining unit.

**ARTICLE 7
EQUAL OPPORTUNITIES**

Section 7.1:

The district is an equal opportunity employer and is committed to diversity, equity, inclusion and access. Employees of all backgrounds and identities are welcomed and included.

**ARTICLE 8
ATTENDANCE**

Section 8.1:

If an employee is unable to report to work at the designated starting time, they are expected to provide sufficient notice. Notification must be given to the immediate supervisor as soon as possible, and no later than two (2) hours before the start of the regular scheduled work shift (this notification requirement shall be waived for emergency situations).

Section 8.2:

Flexible Work Solutions

Represented staff members may request flexible schedule and telework options subject to the eligibility requirements outlined in the Flexible Work Solutions Operational Procedure. Some positions might not qualify for all options, due to the nature of their work and the eligibility requirements.

**ARTICLE 9
ANNIVERSARY DATE**

Section 9.1:

The anniversary date for the purposes of sick leave and vacation accruals and pension for those employees hired the first (1st) through fifteenth (15th) of the month shall be the first (1st) day of the month of hire.

Section 9.2:

The anniversary date for the purposes of sick leave and vacation accruals and pension for those employees hired the sixteenth (16th) of the month, but before the first (1st) of the following month shall be the first (1st) day of the month following the month in which the employee was hired.

ARTICLE 10 WAGES

Section 10.1:

The district agrees that each employee shall be paid in accordance with the schedule contained in the Rate Range Chart. Effective July 1, and on the first day of the pay period that includes July 1 of each subsequent contract year, wage rates will be increased by the percentage published by the U.S. Government Bureau of Labor and Statistics representing the 12-month year-over-year change in the Pacific Consumer Price Index for all Urban Consumers (CPI-U) for March. Year-over-year is defined as averaging two discrete months – the March figure from the preceding year and the March figure from the current year. However, in no event shall the Cost of Living Adjustment be less than two percent (2%) or more than four and a half percent (4.5%).

The district will complete a compensation study (Study) for all FT positions every six (6) years. The Study will begin at the start of the fiscal year prior to contract negotiations and will be completed in time for consideration for even year contract negotiations. No employee's compensation will be reduced as a result of the implementation of the Study.

ARTICLE 11 RATE RANGE AND MERIT INCREASE

Section 11.1:

The Rate Range Chart shall be updated each year. Employees hired or promoted shall be placed on a step contained on the Rate Range Chart. Employees shall be hired at the starting salary justified by an internal equity analysis and shall progress through the range.

Section 11.2:

The anniversary date, for the purposes of merit increase, for employees hired the first (1st) through the fifteenth (15th) of the month shall be the first (1st) day of the month of hire. The anniversary date, for the purposes of merit increase, for employees hired the sixteenth (16th) of the month, but before the first (1st) of the following month shall be the first (1st) day of the month following the month in which the employee was hired.

On the anniversary date of hire, the employee shall receive a merit increase upon meeting expectations as identified on the performance evaluation form. If the employee is not meeting expectations as identified on the performance evaluation form, they will not be eligible for a merit increase until the first of the pay period following successful completion of a plan of assistance and this increase will not be retroactive. This shall not change the anniversary date for eligibility for future merit increases.

The district shall have the sole right of awarding the merit increase but the employee shall have access to the grievance procedure as provided herein.

Section 11.3:

See Rate Range Charts.

Section 11.4:

If an employee is promoted to a classification that is one grade higher, the employee shall be moved effective with the date of assignment to the step in the new classification which represents an increase in pay of at least five percent (5%) monthly. If an employee is promoted to a classification that is two or more grades higher, the employee shall be moved effective with the date of assignment to the step in the new classification which represents an increase in pay of at least seven and a half percent (7.5%) monthly.

If the employee's anniversary date falls within the three (3) month promotional probationary period, the employee will be eligible for a merit increase the first of the month following successful completion

of the promotional probationary period, and that date will become the new anniversary date for the purposes of merit increases.

Section 11.5:

If an employee is demoted to a lower paying classification, the employee shall be moved effective with the date of the assignment to the step in the new classification which is either the step justified by an internal equity analysis, the step which represents a decrease of at least five percent (5%) monthly, or the maximum of the range, whichever is less.

Section 11.6:

Employees in positions identified by the general manager (or designee) as bilingual desirable or required, who demonstrate fluency through language testing, will receive a pay premium of five percent (5%) of their regular base pay. Languages eligible for bilingual pay may vary by work location.

**ARTICLE 12
PAY PERIODS**

Section 12.1:

Employees shall be paid on a bi-weekly basis. If a pay date falls on a legal holiday, the pay date shall be moved to the following business day.

**ARTICLE 13
REST BREAKS AND MEAL PERIODS**

Section 13.1

Employees in the bargaining unit shall receive rest periods in accordance with Oregon Bureau of Labor and Industry standards.

Rest Breaks

Employees are required to take a fifteen (15) minute break during each segment of four (4) hours or major part thereof worked in any one work period. The break will be scheduled as close as possible to the middle of the work period.

Meal Periods

Employees who are scheduled to work six (6) or more hours are required to take an uninterrupted, unpaid meal period no less than thirty (30) minutes. Mealtime shall be scheduled by the employees' immediate supervisor and shall be as near as possible to the halfway point of the workday. Such time shall not be considered as time worked and will not be paid time.

Table 1: Rest and meal periods required based on length of work period

Length of Work Period	Number of Rest Breaks Required	Number of Meal Periods Required
2 hours or less	0	0
2 hrs. 1 min to 5 hrs 59 min	1	0
6 hours	1	1
6 hrs. 1 min to 9 hrs 59 min	2	1
10 hrs. 1 min to 13 hrs. 59 min (4 day/10 hour schedules))	3	1

ARTICLE 14 OVERTIME AND COMPENSATORY TIME

Section 14.1:

An employee's workweek shall be predetermined, on a consistent and regular basis; however, there are times when employees of the district will be required to work over forty (40) hours a week. No overtime will be worked without prior approval from the supervisor.

Positions will be classified as being either exempt from overtime under the Fair Labor Standards Act (FLSA) or non-exempt from overtime.

Section 14.2:

All employees in positions classified as FLSA non-exempt will receive either one and one half (1½) hours compensatory paid time off, or cash compensation at a rate of one and one half (1½) times their regular rate of pay for each overtime hour worked in excess of forty hours in any workweek.

Election of compensatory time or overtime cash payment will be made each pay period by the employee at the time of review and approval of their timesheet, and within the established approval deadlines for each pay period. The default election will be overtime cash payment in lieu of compensatory time earned.

When leave hours taken plus hours worked exceed forty (40) hours in a workweek, the non-exempt employee's leave hours shall be reduced by the number in excess of forty (40) for that workweek. For purposes of this section, leave hours will not include holiday hours.

Section 14.3:

Employees requesting time off shall take accrued compensatory time, in excess of forty (40) hours prior to taking vacation time. The supervisor must approve use of compensatory time.

Section 14.4:

Compensatory time shall be capped at two hundred forty (240) hours. Overtime hours worked in excess of the two hundred forty (240) cap shall be paid in cash.

Section 14.5:

Compensation paid to an employee for accrued compensatory time off shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

Section 14.6:

Upon termination, an employee who has accrued compensatory time off shall be paid for the unused compensatory time off at a rate of compensation not less than the average regular rate received by such employee during the last three (3) years of the employee's employment, or the final regular rate received by such employee, whichever is higher.

Section 14.7:

Exempt employees are not eligible for overtime or compensatory time. In recognition that positions may require additional hours beyond the normal workweek, exempt employees receive 24 hours of administrative leave on July 1 of each fiscal year. New exempt employees hired between July – December will receive 24 hours of administrative leave upon hire. New exempt employees hired between January - June will receive a prorated award of twelve (12) hours of administrative leave upon hire. This leave is in addition to sick, vacation, holiday, and personal leave; is noncumulative and must be used by the end of the fiscal year or will be forfeited. Upon termination of THPRD employment, no compensation will be granted for unused administrative leave.

ARTICLE 15 STANDBY TIME

Section 15.1:

Standby Time is defined as any time an employee is required to carry a THPRD provided communications device for the purpose of being contacted during off duty hours in an emergency situation. One employee from each crew affected will be required to carry a communications device for a period not to exceed one calendar week at a time on a rotating basis. No one employee shall be required to carry the communications device for a period longer than one week in duration at a time.

Section 15.2:

Employees required to carry a communications device shall be compensated a standby premium adjustment equal to twelve (12) hours straight time for each weekly rotation (prorated if less than seven [7] days). All compensation for Standby Time will be provided as compensatory time or overtime as outlined in article 14.

Compensation for Standby Time shall be in addition to the employee's regular salary and in addition to any call-out compensation the employee may accrue.

Section 15.3:

When an employee receives a call, text, or email while on standby and the call, text, or email results in the employee being required to physically report to a worksite, the employee shall be compensated for actual time worked, with a minimum of two (2) hours call back, at the overtime rate. Time spent traveling from home to the worksite and back shall be regarded as actual time worked. Actual time worked during a call out shall be provided as compensatory time stated in section 15.2. If call back overlaps with regular work hours, compensation shall not be paid twice for the same hours.

Section 15.4:

The employee who is called back to work shall receive private car mileage, both ways, between home and the duty station at the rate prescribed in section 29.3.

ARTICLE 16 INCLEMENT WEATHER RESPONSE

Section 16.1:

During inclement weather events, the district will modify operations to safely meet the needs of patrons and staff. Refer to the Inclement Weather Operational Procedure and Addendum for complete details. In the event of inclement weather, staff are expected to check district communications channels such as district website or text alerts to receive updates on changes to the district's operational status prior to leaving for work. The district will provide alerts through a text messaging service to notify staff regarding changed operational status on inclement weather days.

Section 16.2:

The district shall maintain an annual list of employees who are willing to serve on the Inclement Weather Team (IWT). IWT membership is voluntary, and members include building maintenance technicians, pool operators, and other full-time employees in the Park Services Division. IWT members are responsible for determining if they can safely make it to their assignments and are expected to arrive as soon as safely possible.

Section 16.3:

Employees who report for IWT duty will receive either compensatory time at a rate of time-and-a-half for hours worked, or receive overtime pay at a rate of time-and-a-half, during the closure. IWT duty will end when all other staff are expected to report for their normal duties.

ARTICLE 17 EMPLOYEE BENEFITS

Section 17.1: MEDICAL & DENTAL INSURANCE

Medical Insurance

The district shall retain Kaiser medical insurance for all bargaining unit employees and their dependents.

For employees participating on the Kaiser HSA-Qualified plan, the district shall pay one hundred percent (100%) of the premium for employee and dependent coverage.

For all employees participating on the Kaiser HAS-Qualified plan, as of January 1 of each year, the district will contribute, at minimum, \$1,750 for employee only coverage or \$3,500 for employee plus dependent coverage into the employee's Health Savings Account (HSA).

Employees participating on the Kaiser HMO plan, employees shall pay a five percent (5%) contribution toward the premium with children being carried on district medical insurance at no additional contribution by employees. For example, employees covered at the employee + child(ren) shall contribute 5% of the employee-only premium.

For employees participating on the Kaiser PPO plan, the district shall pay 30% of the difference between the Kaiser PPO premium and the Kaiser HMO premium for employee, spouse, dependent(s) or family coverage. Children shall be carried on district medical insurance at no additional contribution by employees. For example, employees on the plan coverage level of employee + household shall contribute at the employee + spouse premium calculation.

For all employees participating on the Kaiser PPO or Kaiser HMO plan, as of January 1 of each year, the district will contribute \$660 per employee per year, non-cumulative, into the employee's Health Reimbursement Arrangement Plan (HRA) to offset medical expenses. No compensation is allowed for any unused funds.

If during a contract year, the renewal premium for any Kaiser plan increases eleven percent (11%) or more over the previous year's rate, the district may reopen article 17 and renegotiate the plan. Article 17 shall only be opened if the formal renewal rate proposal is an increase of eleven (11%) or more of the previous fiscal year rate, or upon mutual agreement. All other articles and sections shall remain in force.

Dental Insurance

The district shall retain Moda (Delta Dental) dental insurance, or the equivalent, (\$2,000 maximum yearly coverage per person) for all employees and their dependents. The district shall pay one hundred percent (100%) of the premium for employee, spouse, dependent(s) or household coverage.

If during a contract year, the renewal premium for Moda dental insurance, or equivalent (\$2,000 maximum yearly coverage per person) increases eleven percent (11%) or more over the previous year's rate, the district may reopen article 17 and renegotiate the plan. Article 17 shall only be opened if the formal renewal rate proposal is an increase of eleven percent (11%) or more of the previous fiscal year rate. All other articles and sections shall remain in force.

Eligibility for insurance coverage shall be determined according to the existing written agreements with the district and its insurance coverage carrier.

Section 17.2: LIFE INSURANCE

The district shall provide \$50,000 worth of term life insurance and \$50,000 of accidental death and

dismemberment coverage for all bargaining unit employees. The district pays one hundred percent (100%) of the premiums.

Section 17.3:

PENSION AND IAP PLANS

- A. Pension Plan. The district shall provide Tier I and Tier II employees (as defined below) with a pension benefit consistent with the terms of the July 1, 2016, Amendment #2, amended and restated July 1, 2020. Tualatin Hills Park & Recreation District Retirement Plan and as may subsequently amended ("Retirement Plan").
- a. Tier I Employees. A full-time ("FT") employee who is hired before July 1, 2010, is a Tier I employee.
 - i. Tier I employees shall contribute six percent (6%) of their compensation to the Retirement Plan.
 - b. Tier II Employees. A FT or regular part-time ("RPT") employee who is hired on or after July 1, 2010, is a Tier II employee. A RPT employee is an employee in a budgeted position who is regularly scheduled to work not less than 30 hours per week or more than 35 hours per week.
 - c. Retirement Plan Committee. The THPRD Employee Association (Association) may nominate up to two association representatives to serve on the Retirement Plan committee.
 - d. Retirement Plan's Funded Status. After receiving the annual actuarial valuation from the Retirement Plan's actuary, the association member(s) of the retirement plan committee shall communicate funding status to association leadership.
- B. Individual Account Program Retirement Plan. The district shall also provide Tier I and Tier II employees with a defined contribution plan benefit consistent with the term of the July 1, 2020, Tualatin Hills Park & Recreation District Individual Account Program Retirement Plan, as may be subsequently amended ("IAP Plan").
- a. Tier I Employees.
 - i. Tier I may elect to make after-tax voluntary contributions to the IAP Plan in accordance with election procedures established by the IAP Plan administrator.
 - ii. Tier I may not make any pre-tax contributions to the IAP Plan.
 - b. Tier II Employees.
 - i. Tier II shall contribute six percent (6%) of their compensation to the IAP Plan on a pre-tax basis.
 - c. Participant-Directed Investments. IAP Plan participants shall be permitted to direct the investment of their IAP Plan accounts consistent with the terms of the IAP Plan and procedures established by the IAP Plan administrator.
 - d. IAP Committee. OSEA may nominate one Association representative to serve on the IAP Plan committee.

Section 17.4:

DEFERRED COMPENSATION

The district agrees to maintain a tax deferred compensation program for employees covered by this Agreement. The association may nominate two association representatives for the 457(b) fiduciary committee.

Section 17.5:

LONG TERM DISABILITY

The district shall provide a Long Term Disability (LTD) insurance program for sixty-six and two-thirds percent (66 2/3%) of pre-disability earnings, with a maximum benefit of \$12,500 per month, (reduced by any deductible benefits), for all employees. Long Term Disability will begin after the elimination period of sixty (60) days of continuous disability. Working during the elimination period and no longer

disabled, the elimination period extends to an accumulation period of 120 days. If receiving Oregon Paid Family Leave (PLO) benefits at the same time, the PLO benefit will be subtracted from the gross LTD disability payment.

Section 17.6:
LONG TERM CARE

The district provides a Long Term Care insurance program for all FT and RPT employees. Long Term Care provides a maximum benefit of \$1,000 per month for home care and \$2,000 per month for facility care, with a lifetime maximum benefit of \$36,000. Long Term Care will begin after a ninety (90) day elimination period.

Section 17.7:
FLEXIBLE SPENDING ACCOUNT

The district provides a Flexible Spending Account for all eligible employees. The Flexible Spending Account allows employees to pay for health, transit and dependent care expenses, with pre-tax payroll deductions.

Section 17.8:
EMPLOYEE ASSISTANCE PROGRAM

The district shall provide a comprehensive Employee Assistance Program (EAP) for all employees. The district shall pay one hundred percent (100%) of the premiums.

Section 17.9
PET INSURANCE

The district shall provide access to pet insurance for all bargaining unit employees. Employees may elect to participate, and the district shall pay one hundred percent (100%) of the premium for one insured pet up to the rate charged for one dog.

Section 17.10:
BENEFIT COMMITTEE

The parties agree a benefit committee will be established and maintained. The benefit committee will be responsible for gathering and reviewing a variety of benefit information and for formulating recommendations for district Management review, including: ensuring the district's benefit programs remain competitive, cost containment measures, and for the development of an educated employee approach toward health insurance benefits. The association may nominate an equal number of association representatives to non-represented representatives. Upon mutual agreement, if the benefit committee finds an advantageous benefit program, article 17 may be re-opened for renegotiation.

ARTICLE 18
HOLIDAYS

Section 18.1:

FT employees shall receive 11 paid holidays (eight [8] hours each):

- | | | |
|-----|--------------------------|-----------------------------------|
| 1. | January 1 | New Year's Day |
| 2. | Day Observed | Martin Luther King's Birthday |
| 3. | 3rd Monday in February | President's Day |
| 4. | Day Observed | Memorial Day |
| 5. | June 19 | Juneteenth |
| 6. | July 4 | Independence Day |
| 7. | 1st Monday in September | Labor Day |
| 8. | November 11 | Veterans Day |
| 9. | 4th Thursday in November | Thanksgiving Day |
| 10. | 4th Friday in November | Friday following Thanksgiving Day |

Section 18.2:

A non-exempt employee who is required to work a scheduled holiday will be compensated by one and one half (1½) hours pay for each hour worked in addition to holiday pay. In emergency situations, when a non-exempt employee not previously scheduled, is called into work, the employee will be compensated by two (2) hours pay for each hour worked in addition to holiday pay.

An exempt employee who is required to work more than four hours on a holiday shall receive a floating holiday (8 hours) in exchange.

Section 18.3:

If any of the above-listed holidays fall on a Saturday, it shall be observed on Friday, and if it falls on Sunday, it shall be observed on Monday. If an employee's regularly assigned work shift includes Saturday and/or Sunday and the actual holiday falls on a Saturday or Sunday the employee shall have the option to receive holiday pay on either the actual holiday or the observed holiday.

Section 18.4:

Should the holiday fall on an employee's scheduled day off, the employee may request an additional day off prior to, or following, the observed holiday. The employee will receive their whole scheduled shift off; the FT employee will be compensated eight (8) hours. Any additional hours in the employee's scheduled work shift must be worked during the same workweek, or the employee may request paid/unpaid leave. If an employee's work shift extends on both sides of 12:00 AM, midnight, the employee shall receive one (1) full work shift off with pay. If more than one (1) shift extends into the holiday the employee shall choose, with approval of their supervisor, which shift will be designated as the holiday shift.

Section 18.5

To be eligible for holiday pay, the employee must be in a paid status the scheduled workday before and after the holiday unless the employee is on approved protected leave, which includes, but is not limited to FMLA and Workers' Compensation.

**ARTICLE 19
VACATION****Section 19.1:**

In order to make adequate preparations for staff coverage, no vacation leave for a period greater than fifteen (15) working days shall be granted unless a written request is submitted to the Office of the General Manager or designee, at least two (2) weeks prior to the time when the leave is to be begin. Employee vacations of fifteen (15) working days or less, shall be scheduled cooperatively between the employee and their immediate supervisor.

Supervisors must be reasonable in allowing the use of vacation time and may not unreasonably deny vacation requests. Where positions affect essential service levels, employees while on paid/work time may be asked to assist in securing substitutes.

Section 19.2:

Vacation for employees shall be earned as follows:

One (1) year to completion of three (3) years – twelve (12) eight (8) hour days
Four (4) years to completion of nine (9) years – fifteen (15) eight (8) hour days
Ten (10) years to completion of fourteen (14) years – eighteen (18) eight (8) hour days
Fifteen (15) years to completion of nineteen (19) years – twenty-one (21) eight (8) hour days
After twenty (20) years – twenty-four (24) eight (8) hour days

Due to the nature of service, employees shall be allowed to accumulate a maximum of two hundred seventy (270) hours vacation time. When accrued vacation hours reach the cap, new accruals are suspended until total hours are reduced to less than the maximum accrual amount.

Section 19.3:

If an employee's vacation accruals total two hundred and forty (240) or more, the employee shall be guaranteed approval of a request for up to forty (40) hours of vacation time off within the next six weeks.

Section 19.4:

Non-probationary employees who terminate employment with the district, after six (6) months of continuous service, for any reason, will be paid for all unused vacation at their latest salary or hourly rate.

Section 19.5:

Employees are eligible to cash out up to eighty (80) hours of accrued vacation leave each contract year on either July 15 or December 15 subject to the below IRS regulations and district requirements:

- A. The employee must have completed the irrevocable election form the previous calendar year, and;
- B. In the previous twelve (12) months, the employee must have used an equivalent amount of vacation time to that being cashed out; and
- C. The employee must have a balance remaining after cash out of at least eighty (80) hours of cumulative leave excluding sick leave; and
- D. The employee must have accrued the vacation time in the calendar year in which it is being cashed out.

**ARTICLE 20
SICK LEAVE**

Section 20.1:

All employees shall accumulate sick leave at the rate of one (1) day (eight [8] hours) per month to an unlimited accumulation of sick leave at the currently scheduled salary or rate of pay. Sick leave shall be deducted in fifteen (15) minute increments.

Section 20.2:

An employee unable to perform their duties due to personal illness/injury, necessity for medical/dental care or the illness of a family member requiring assistance may use accrued sick leave.

When sick leave is taken to care for a family member, other care arrangements will be made as soon as possible, except where leave is provided for by family leave laws and the employee is eligible for such leave.

Employees shall make a reasonable effort to schedule medical and dental appointments that must occur during their work shift at a time that will minimize their time away from the workplace and produces the least amount of impact to district services and programs.

As used in this article, family members shall be defined by Oregon's Sick Time Law: Covered family members include the employee's spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner's parent, grandparent, grandchild, and any individual with whom an employee has or had an in loco parentis* relationship.

Persons “in loco parentis” are those with day-to-day responsibilities to care for or financially support a child, or who had such responsibility for the employee when the employee was a child.

In order to receive compensation while on sick leave, the employee shall provide sufficient notice (unless unable to do so because of the serious nature of the injury or illness). Notification must be given to the immediate supervisor, as soon as possible, and no later than two (2) hours before the start of the regular scheduled work shift. Substitutes are the immediate supervisor’s responsibility.

For absences of more than three (3) consecutive days, or if the district has evidence that the employee is abusing sick leave privileges, a certificate from a healthcare provider will be required. The district shall reimburse the employee for any out-of-pocket expenses associated with obtaining the physician certification.

Section 20.3:

When an employee is receiving compensation under the State Accident Insurance Fund, the employee shall have the choice of deducting as sick leave the difference between the amounts paid by State Accident Insurance Fund and the employee's regular salary.

Section 20.4:

Upon termination of district employment, no compensation will be granted for unused sick leave.

ARTICLE 21 PERSONAL LEAVE

Section 21.1:

All FT Employees shall be granted three (3), non-cumulative, Personal Leave days (eight [8] hours) per contract year, to be used by the end of the contract year.

Employees are required to receive prior approval for Personal Leave, by the supervisor, and must give two (2) weeks’ notice prior to the leave except for personal emergencies. If an emergency, notification must be given to the supervisor as soon as possible in accordance with article 8. The district shall have the option to retain staff, as it deems necessary to operate the district.

ARTICLE 22 COMPASSIONATE LEAVE

Section 22.1:

Employees may take up to five (5) days of paid Compassionate Leave (eight [8] hours per day) when there is a death in their immediate family. This leave may be used to make funeral arrangements or attend the funeral. Leave is granted per family member.

Employees may use a total of up to ten (10) days of paid Compassionate Leave in any rolling 52-week period, starting from the first day leave is used. No more than five (5) days may be used for any one family member. Compassionate Leave does not carry over from year to year.

If the reason for leave qualifies under the Oregon Family Leave Act (OFLA), Compassionate Leave will run at the same time as OFLA bereavement leave.

Supervisors are responsible for arranging substitutes or coverage.

Employees with questions about eligibility, timelines, or how to request Compassionate Leave should contact Human Resources.

Section 22.2:

In accordance with the OFLA definition, 'immediate family member' includes:

- A spouse or domestic partner;
- A child of a covered individual or the child's spouse or domestic partner;
- A parent of a covered individual or the parent's spouse or domestic partner;
- A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;
- A grandparent of a covered individual or the grandparent's spouse or domestic partner;
- A grandchild of a covered individual or the grandchild's spouse or domestic partner;
- Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

ARTICLE 23 FAMILY MEDICAL LEAVE

Section 23.1:

The district acknowledges that employees have the right to take family and medical leave under applicable federal and state laws, including the Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). The district shall comply with all relevant legal requirements and provide employees with information regarding their rights and responsibilities under these laws.

Section 23.2:

When an employee returns from leave under the Oregon Family Leave Act (OFLA) or the Family Medical Leave Act (FMLA), they will be reinstated to the same position held prior to the leave or to an equivalent position. An employee does not have greater rights to reinstatement or benefits than they would have had if continuously employed during the leave. For example, if the employee's position was eliminated due to a legitimate layoff or reorganization unrelated to the leave, reinstatement is not required. In such cases, the employee will be subject to the recall process outlined in Article 37.5.

Section 23.3:

An employee shall use accrued sick leave and vacation time before taking leave without pay during Family Medical Leave. However, employees may maintain a balance of 80 hours of combined sick and vacation time. Employees may also choose to use compensatory time, administrative leave, personal time, floating holidays, or leave without pay for the period of the Family Medical Leave. Any compensatory time taken during a period the employee is eligible for OFLA and/or FMLA will not be counted by the district toward that leave. This time will, however, be counted toward Extended Leave which an employee may request under article 23.

Section 23.4:

While the protected leaves described above provide similar benefits, each is subject to specific eligibility criteria and definitions of family relationships as defined by applicable law. Human Resources is available to assist employees in understanding their leave options and determining which leave type may apply to their situation. For general reference, the THPRD Employee Handbook and the Bureau of Labor and Industries (BOLI) website provide additional information about protected leave laws; however, these external resources are not incorporated into this Agreement and do not supersede its terms.

ARTICLE 24 DONATION OF LEAVE

Section 24.1:

The district, in cooperation with the association, will maintain a leave donation program consistent with federal regulations and such program shall be available to bargaining unit employees under the following conditions:

- A. The receiving employee has been approved as meeting program criteria.
- B. The receiving employee has exhausted all their leave balances and is not otherwise eligible for any paid leave.

Section 24.2:

All donations shall be anonymous and truly voluntary. All leave donations shall be posted to the receiving employee's medical leave account and will be used in the order received up to the amount needed by the recipient. Donations will be made only for specific individual campaigns and will not be kept in a "bank" for use by other employees.

**ARTICLE 25
EXTENDED LEAVE WITHOUT PAY**

Section 25.1:

If upon completion of 12 weeks of family medical leave, an employee is unable to receive a written release from their attending physician to return to their position, the employee may submit a written request to the general manager or designee for extended leave without pay. Employees are required to use their accumulated sick leave and annual accrued leave as part of any extended leave.

While on extended leave without pay, the employee will retain reinstatement rights to their position, however, THPRD paid leave time (sick leave, vacation, holiday, etc.) will not accrue and THPRD paid benefits (medical, dental, retirement, etc.) will end. Upon completion of extended leave without pay and successful return to work, benefits resume the first of the month following the employee's return to work date, except dental insurance. Dental insurance requires a 6-month waiting period if continuation coverage (COBRA) is not maintained.

**ARTICLE 26
MILITARY LEAVE**

Section 26.1:

The district will comply with all applicable federal and state laws governing military leave, including leave entitlements, compensation, and reemployment rights for employees engaged in military service or training.

Employees who have worked for the district for at least six (6) months are eligible for paid military leave of up to 21 calendar days per federal fiscal year for required annual training as members of the National Guard, Reserves, or other uniformed services. This paid leave will not result in the loss of other leaves or benefits, provided the employee returns to their position as required following the period of duty.

**ARTICLE 27
COURT APPEARANCES/JURY DUTY**

Section 27.1:

An employee shall be granted leave with pay any time they are required to report for jury duty or as a witness in cases in which the employee has no interest. The employee shall reimburse the district all witness fees or pay for jury duty, except mileage expenses, unless the employee receives said compensation while on an authorized leave of absence without pay.

An employee who is required to report for jury duty or as a witness shall be excused from appearing for their normal shift on that workday.

Section 27.2:

An employee who appears pursuant to subpoena before any court or administrative agency in any matter in which the employee has no personal interest shall be paid the regular pay for the hours of work lost to such appearance. The employee shall pay to the district any fees for such appearance up to the amount of regular pay received. The employee shall retain any expense reimbursement received for such appearance.

ARTICLE 28 WORKERS COMPENSATION INSURANCE

Section 28.1:

The district will provide workers compensation insurance for all employees in the bargaining unit in conformance with the State Workers Compensation Act.

Section 28.2:

Additional compensation by the district shall be granted in an amount equal to the difference between the amount received from the workers compensation carrier and the employee's regular salary for a period not to exceed the employee's accumulated paid time off. The additional compensation referred to above shall be charged against the employee's accumulated sick leave, vacation, administrative, personal leave, or compensatory time off. However, employees may elect to maintain a balance of up to 80 hours of combined sick and vacation time.

Section 28.3:

Sick leave and vacation benefits shall accrue during the period compensation is paid.

Section 28.4:

All insurance and pension benefits shall be provided for employees per the contract for six (6) months from the beginning of the workers compensation leave regardless of the employee's accumulation of sick leave, vacation leave and/or compensatory time.

ARTICLE 29 TRANSPORTATION AND TRAVEL

Section 29.1:

The district will reimburse employees for transportation expenses incurred in furthering of district business.

Section 29.2:

Payment of expense for travel on behalf of the district by employees will be as provided by district policies and procedures. Disputes over payment of expenses shall be directed to the general manager or designee, for resolution. Such disputes will not be subject to the grievance procedure.

Section 29.3:

All employees who use their own vehicle to accomplish their assigned duties shall be reimbursed for mileage at the rate established by the Internal Revenue Service. In addition, employees involved in an accident while conducting assigned district business, will receive reimbursement toward their insurance deductible up to \$500.

ARTICLE 30 PROBATIONARY EMPLOYEES

Section 30.1:

The probationary period is defined as the initial one (1) year of continuous employment in a regular position, during which time the district evaluates the employee's performance and overall suitability for

continued employment. During the probation period, the employee may be dismissed without recourse to the grievance procedure if, in the opinion of the employee's supervisor, the employee's continued service would not be in the best interest of the district.

Section 30.2:

Supervisors should make every effort during this period to fairly evaluate the new employee and help them during the period of adjustment to district service.

Section 30.3:

Upon hire, the new bargaining unit employee qualifies for the following benefits, subject to any waiting period under contracts, state or federal law:

- A. Accrual of sick leave on a per pay period basis.
- B. Accrual of vacation time on a per pay period basis.
- C. Compensatory time off
- D. Administrative Leave, prorated by 50% if hired after December 31.
- E. Personal Leave, prorated by 50% if hired after December 31.
- F. Compassionate leave.
- G. The employee assistance program (EAP).
- H. Participation in the 457(b)-retirement plan.

Section 30.4

Beginning the first calendar day of the month following the new employees' date of hire, the new employee qualifies for the following benefits which may require creation of an account for enrollment:

- A. Medical, vision and dental insurance.
- B. Voluntary participation in Section 125 Flexible Spending Account
- C. Receipt of the district's contribution to an HRA or HSA plan to offset medical expenses If the employee is hired after June 30, the employee will receive 50% of the annual contribution to the plan.
- D. Life insurance.
- E. Long term disability.
- F. Educational aid.
- G. Long term care.

Section 30.5:

Upon completion of six (6) months of the initial probationary period, the new employee shall qualify for:

- A. Participation in the district pension plan

Section 30.6

Upon completion of the probationary period, the employee will:

- A. Be appointed to regular employee status, or
- B. Will not be retained as an employee of the district. The decision to end an employee's probationary employment may be made at the discretion of management at any time during the probationary period.
- C. The probationary period is extended (see 30.9)

Section 30.7:

An employee who transfers or is promoted into a lateral or higher-grade position during the initial probationary period will be eligible for additional benefits detailed in section 30.5 upon completion of six (6) months of total probationary period. The employee will be subject to completion of the remaining duration of the initial probationary period, and at the district's discretion, the initial probationary period may be extended for up to six (6) months to allow the employee to demonstrate abilities and fitness for the new position.

Section 30.8:

An employee promoted into a position in a higher grade who has completed an initial probational period shall serve a promotional probationary period of six (6) months. If, during the probationary period, management determines that it is not in the best interest of the district for the employee to continue in the promotional position, the employee may be returned to their previously held position, provided it is still available. If the previous position is not available, the employee may be placed in a vacant position for which they are qualified, which may be at a lower pay grade than the position previously held or of similar status, at the discretion of the district. Promotional probation shall not be subject to the grievance procedure. If no such position is available, or if the employee was placed into a vacant position for which they are qualified, which may be at a lower pay grade than the position previously held or of similar status, the employee will be eligible for recall to the original classification outlined in Article 37.5.

Section 30.9

The district reserves the right to extend the probationary period in circumstances where the employee has not had the opportunity to perform the full scope of their duties. Legitimate reasons for such an extension may include, but are not limited to, a leave of absence, temporary reasonable accommodations, or other unforeseen circumstances that limit the employee's ability to fully demonstrate their qualifications. In cases involving leave of absence from duty, the probationary period may be extended for a duration generally equal to the time away from work. In cases not involving leave, any extension shall not exceed six (6) months.

ARTICLE 31 PERSONNEL FILES

Section 31.1:

Personnel files will be maintained by the Human Resources Division. An employee's file will contain all materials and documents pertinent to their employment with the district. Employees may schedule an appointment with Human Resources staff to view their file or may request a specific document to be provided via email or interoffice mail. Timelines for this appointment and/or costs for provision of document(s) requested shall be maintained per state law.

Section 31.2:

Access to this file will be limited to the employee, the employee's supervisors, the general manager, and Human Resources staff with an operational need to access the records.

Section 31.3:

Personnel records are subject to the Public Records Law and applicable case law. The district shall notify the employee of any request made to gain access under the above referenced statutes. Other than the above, the employee must give written permission to anyone else wishing to access the file.

Section 31.4:

An employee may attach a rebuttal to materials in the personnel file or add relevant materials of the employee's choosing.

Section 31.5:

Each employee shall read and sign any written material that is placed in their personnel file related to performance or disciplinary action. It will be noted on the material that signing does not necessarily indicate agreement.

ARTICLE 32 EMPLOYMENT EVALUATION

Section 32.1:

At least once a year or earlier, all employees will discuss their employment and performance with the district administration. At this time, the employee's file will be reviewed and any areas of concern by either the employee or the administration may be discussed confidentially. These meetings will be conducted on a scheduled basis annually no later than the employee's anniversary date. However, an employee may request and receive a meeting with district administration at any mutually agreeable time. A copy of the performance evaluation will be provided to the employee.

Section 32.2:

Matters of evaluation shall be subject to the grievance procedure. Probationary employees shall not use the grievance procedure for evaluation matters.

Section 32.3:

An employee shall receive current job descriptions describing the duties of their job once a year on their evaluation date, or when job duties are changed.

Section 32.4:

An employee whose performance is inadequate will be provided an opportunity for improvement under the following procedure:

- A. A stated written plan of assistance will be provided that (a) identifies the work deficiency, (b) establishes time limits for correcting the deficiency and (c) provides suggestions for improvement. The plan of assistance will be delivered to the employee at a formal conference and shall be signed by both the immediate supervisor and employee. Refusal to sign the plan within twenty-four (24) hours may be grounds for disciplinary action.
- B. On or before the expiration of the corrective period, the supervisor, the employee and their representative (if they so choose) shall meet (not less than monthly) to discuss the employee's progress or lack thereof toward the expected improvements. The supervisor will notify the employee of the decision to recommend continued employment or dismissal provided that nothing will preclude a supervisor, at their discretion, from continuing the employee's assisted status, if, in their judgment, positive but less than full improvement has been shown. In no case, however, shall a plan of assistance exceed six (6) months.

ARTICLE 33 EDUCATIONAL AID

Section 33.1:

Employees may create an account to receive a district contribution of fifty dollars (\$50) per month toward the employee's choice of either direct payment to the employee's existing student loan or to a 529 educational savings account. Educational aid is contingent upon creation of an account and no retroactive payment shall be made by the district. Tax treatment of educational aid shall be as set by state and federal regulations.

Section 33.2:

Beginning the first calendar day of the month following the new employees' date of hire, the employee shall be eligible for educational aid. Eligible employees will be provided program and enrollment information, including how to create an account to receive educational aid.

ARTICLE 34 TRAINING, ON THE JOB DEVELOPMENT, AND CONFERENCES

Section 34.1:

The district shall pay one hundred percent (100%) of the costs of tuition, books and fees for any course, or training program prescribed by the district.

Section 34.2:

The district shall pay the costs of registration, materials, and any necessary travel costs for conferences, seminars or other technical training prescribed by the district. With prior approval by the general manager or designee, the district may also pay these costs for conferences, seminars, or other technical training requested by and voluntarily attended by the employees.

Section 34.3:

An employee shall be provided with compensatory time when class time for approved courses or training, or compensable travel time extends total working hours over a forty (40) hour workweek.

Compensable travel time includes time spent traveling during the course of a workday. Except for required courses, travel time that falls outside of the employee's regular work hours is not compensable, unless the employee is required to drive or is participating in a carpool.

For required courses, all travel time outside of regular work hours shall be considered compensable travel time. Employees who earn compensable travel time as a result of approved training may have their schedule adjusted within that workweek provided, they receive a minimum twenty-four (24) hour notice of any schedule changes.

Section 34.4:

When feasible, the district will provide opportunities for on-the-job developmental training. The intent is to assist an employee in meeting minimum qualifications for a select position in an effort to prepare an employee for future employment opportunities with the district. Employees are encouraged to initiate discussion with their supervisor regarding their own developmental training. Supervisors will work with the select employees to develop a written plan to assist the employee in meeting their developmental training goals. The plan shall state the purpose and length of the assignment, which will be limited to a maximum of twelve (12) months. During the training, there shall be no extra pay for the out-of-class work. A signed copy of the agreement shall be placed in the employee's personnel file. Participation in the on-the-job developmental training is voluntary.

ARTICLE 35

PROMOTIONAL, TRANSFER & TEMPORARY OPPORTUNITIES

Section 35.1:

When a job opening occurs in the district for which there is no eligibility list, it will be posted for a minimum of ten (10) working days before filling. Vacancies will be posted as either internal-only to current THPRD staff or internal/external open to the community. This procedure will provide existing employees an opportunity to apply:

- A. If a qualified applicant, who is an existing employee, files for such a job, they will be given preference for an interview over an outside applicant.
- B. The best-qualified applicant interviewed, as determined by the district, will be selected.
- C. Any employee not selected for an interview or who interviews for a vacant position and is not selected, shall upon request within five (5) working days, be entitled to be informed of the reasons. Only a refusal to inform the employee will be grievable under this section.

Recruitments may be used to establish an eligibility list for the classification used to fill additional vacancies occurring within one year of the establishment of the list. Should a hiring official be unable to fill a vacant position from an existing eligibility list, they may cancel the list and initiate a new recruitment process.

Section 35.2:

Nothing contained herein shall prevent the district from temporarily filling vacancies pending the recruitment process.

Section 35.3:

Notwithstanding section 35.1, the district may fill a vacant position by transferring an employee who is currently working within the job description to be posted, or at a higher level.

Section 35.4:

Temporary promotion: An employee shall be classified and paid at the rate for which they are normally assigned. However, if an employee is assigned the full duties of a higher paid classification for more than five (5) consecutive days they shall be paid at the higher rate for all time spent performing the higher paid duties. Rate of pay to be determined in accordance with section 11.4.

Out of class assignment: If an employee is assigned higher level work that is less than the full duties of a higher paid classification for more than five (5) consecutive days, they shall be paid a 5% premium for the duration of the out of class assignment.

Section 35.5:

The district may identify temporary promotion assignments outside the bargaining unit and invite eligible employees to apply. These appointments shall be for a maximum of twelve (12) months and may be rescinded by either party with thirty (30) days' notice. Rate of pay will be determined in accordance with section 11.4.

If an employee is temporarily promoted to such a position, the employee shall:

- A. Remain represented by the association and continue paying dues (if a member).
- B. Continue to accrue seniority under the Collective Bargaining Agreement and the appropriate benefit accrual rates.
- C. Be salaried at the appropriate legal level and FLSA exempt from all overtime provisions and

state-required rest and meal periods.

- D. Be eligible for management administrative leave in lieu of overtime.
- E. Retain and continue to use all compensatory time accrued as of date of appointment.
- F. Be evaluated under the management/confidential performance evaluation system but will not be eligible for an increase in pay during the assignment.
- G. Return to their previous bargaining unit position/classification at the appropriate step of the rate range chart had they continued to work in their original position.
- H. Continue to maintain all required certifications and/or licenses required by their bargaining unit position/classification.

If the employee receives disciplinary action during the temporary period, the corrective action shall remain in the personnel file. However, performance-based corrective action related to the temporary position shall remain in the personnel file only so long as the employee is in the temporary position.

Section 35.6:

When feasible, the district will provide opportunities for on-the-job developmental training. The intent is to assist an employee in meeting minimum qualifications for a select position in an effort to prepare an employee for future employment opportunities with the district. Employees are encouraged to initiate discussion with their supervisor regarding their own developmental training. Supervisors will work with the select employees to develop a written plan to assist the employee in meeting their developmental training goals. The plan shall state the purpose and length of the assignment, which will be limited to a maximum of twelve (12) months. During the training, there shall be no extra pay for the out-of-class work. A signed copy of the agreement shall be placed in the employee's personnel file. Participation in the on the on-the-job developmental training is voluntary.

ARTICLE 36 RECLASSIFICATION PROCEDURE

Section 36.1:

The purpose of the reclassification of a position is to recognize that additional duties and responsibilities of a higher level have been added to the job. This deals not so much with volume - as in more of the same tasks to be done, but in duties which will require additional skills or more independent judgment to be exercised by the incumbent in the position. Greater efficiency by the position incumbent resulting in more work getting done or the completion of a class, certificate or degree by the incumbent would not necessarily be reason to reclassify the job. The determination for reclassification is based on the requirements for the position.

Section 36.2:

A position incumbent or supervisor may request a reclassification. The person requesting a reclassification of any position shall provide a written request supporting a reclassification review including, but not limited to additional position duties, supervisory responsibilities, certifications, licenses, and equipment used for the position. Employees and supervisors should work together to complete the reclassification request. The employee and supervisor must determine what new responsibilities have been added to the job by comparing it with the most recent job description.

- A. The supervisor(s) will submit the written request for reclassification to humanresources@thprd.org.
- B. Within three (3) weeks (calendar days) a review date will be scheduled with the Position Analysis Committee.
- C. The incumbent and one (1) representative will be afforded the opportunity to present at the

review hearing. Seven (7) calendar days advanced notice will be given.

- D. Written materials will be submitted no later than ten (10) calendar days prior to the review hearing.
- E. Any individual presenting information or providing representation for the incumbent making the request shall not be allowed to sit on the Position Analysis Committee.

Section 36.3:

If the position is determined to be of a higher grade, the position will be reclassified using the following guidelines:

Re-Classification as a result of periodic review or other requests:

Whenever a position is reclassified as a result of a periodic classification review, by employee or department request, the recruitment will be waived and the incumbent placed in the reclassified position if:

- A. The reclassification has resulted from an incremental change in duties; and
- B. The supervisor(s) and the Human Resources Department find that the incumbent possesses the minimum qualifications of the higher-level position.

Position upgrade resulting from a reorganization of a department or unit:

When a position is upgraded as a result of a departmental reorganization, Human Resources, in consultation with the supervisor(s), shall determine the appropriate selection procedure.

In determining if the recruitment shall be promotional only the following shall be considered: analysis of job duties and availability of internal applicants. If determined promotional,

- A. An eligible applicant will be an employee currently working within the job description of the position that is to be upgraded, or within the job description(s) between the current and proposed upgrade position.
- B. An employee who is successful in the recruitment process and is appointed to an upgraded position as a result of reorganization shall serve a six (6) month probationary period.
- C. An employee who is unsuccessful in completing the required probationary period shall be demoted to the previously held position/classification, and their salary range and step shall return to the original position held.

In the event that the position has been downgraded, the employee shall be placed in the position without competing for the position. An employee whose position has been downgraded shall be given preference in referral to other positions within the same or equivalent classification as the position held prior to classification downgrading. The employee will be placed on the step of the new position which is justified by bona fide factors under the Oregon Equal Pay Act that is closest to the employee's wage in the higher-level position.

In the event the district chooses to upgrade a position, a copy of the proposed new position description will be provided to the association for its review and comments.

Section 36.4:

The incumbent will receive a determination completed by Human Resources within forty-five (45) calendar days after the review hearing. The determination shall contain the final recommendation and will include a brief summary of the issues relating to the review. If there are special circumstances that

affect completion of a reclassification request within forty-five (45) days, Human Resources staff will discuss the status of the request with the employee and supervisor.

Section 36.5:

In the event an employee does not receive a determination within the forty-five (45) day time- line, as provided for in section 36.4, and the results have determined the employee's position is to be reclassified, the employee's compensation adjustment shall be applied retro-active back to forty-five (45) days after the date the request was first submitted.

Section 36.6:

In the case of a negative determination, the employee may appeal to the Classification Review Panel. Upon determination of the Classification Review Panel, a final appeal may be made to the general manager.

Section 36.7:

The association may request a meeting with the district to confer regarding pay for changes in duties within their job classification, by giving written notice not more than twenty (20) calendar days after receipt of the district's written decision. The meeting between the district and the association shall take place not more than twenty (20) calendar days after receipt of the association's written request.

Section 36.8:

The association may, after meeting with the district as outlined in 34.7, demand to bargain over the pay for changes in duties within the classification. The demand to bargain shall be in writing no later than twenty (20) calendar days from the date the association meets with the district.

Section 36.9:

It is understood that this article cannot be construed in any way as limiting the rights of either party to present such matters during negotiations.

Section 36.10:

The parties agree that procedural issues only which arise out of this article shall be subject to the grievance procedure contained in this Agreement.

**ARTICLE 37
LAYOFF AND RECALL**

Section 37.1:

LAYOFF

Definitions:

"Seniority" shall mean an employee's total length of continuous service since their date of original hire under the Agreement, less any months in which a month of service in a represented position was not complete. Part-time (PT) and seasonal assignments shall not be considered when computing length of service, however time served by represented staff in temporary positions outside of the bargaining unit will be considered when computing length of service.

"Job Classification" means a specific classification identified by a title and classification description.

A "position" is a FT budgeted position as defined in section 1.3 of the Agreement.

"Classification Group" means a listing of job classifications that are functionally related to one another in such a way that duties, responsibilities and qualifications within the classification group permit incumbents to transfer skills and experiences from one class within the classification group to another. The listing of classifications within the classification group are in rank order, with the most difficult and/or demanding jobs listed at the top. (Note: A classification group may consist of a single job classification.)

The “anniversary date” is defined in article 9 of the Agreement.

An employee subject to “furlough” is required to work fewer hours or take extended unpaid leave on a temporary basis. Medical and dental benefits may be fully or partially paid by the district during the furlough period.

An employee subject to “layoff” is formally separated from the organization and receives no continuation of benefits

Section 37.2

FURLOUGH

The district may elect to utilize furlough in the event a temporary reduction in force is required to address operational challenges. Furloughs may include full furlough from duties within affected work groups or may consist of a partial furlough from duties for a range of district positions. If the district determines the need for a temporary reduction in force, notice of not less than two (2) weeks shall be provided to employees being furloughed. This notice will be provided through district email, unless employee is on leave, in which case notice shall be provided via personal email or letter. Employees may be given the option of retaining or cashing out accrued vacation and compensatory leave if placed on full furlough. The district will notify association leadership and the association chapter representative of furlough plan including positions and employees impacted, and the timeline of the furlough period.

Employees subject to furlough will be given sufficient time to remove any personal belongings and to communicate any work responsibilities to their supervisor or other designated staff.

The district reserves the right to determine positions to be temporarily reduced and may consider operational needs, special skills, and seniority within affected working groups in making furlough decisions. When a position is temporarily reduced, the furlough will occur within the affected job classification group or, if there is more than one (1) equally-ranked job classification in that job classification group, within those equally-ranked classes.

If employees are on furlough during open enrollment, the district will send open enrollment communications to them, using their personal contact information, to provide the opportunity to make changes to their benefits for the year.

No new employees shall be hired into a classification in which there are employees on full furlough status. If there is an operational need for an exception, the district shall notify the association and meet to discuss impact.

When a furloughed employee on unpaid leave is scheduled to return to work, the employee will be provided written notice with start date, rate of pay (grade and step), confirmation of anniversary date (for merit purposes), supervisor, work location, and schedule. If the employee declines to return to work or fails to report within fourteen (14) calendar days or a mutually agreed-upon start date, it will be considered voluntary separation.

Furloughed employees are considered active employees and will continue benefits and accruals detailed in other areas of the Agreement unless excluded in article 37.

Section 37.3:

NOTICE OF LAYOFF

If the district determines the need for a permanent reduction in its contracted work force (excluding temporary reductions), notice of not less than two (2) weeks shall be provided to employees being laid off. This notice will be provided through district email, unless the employee is on leave, in which case formal communication would be provided via personal email or letter. Staff will be cashed out for accrued vacation and compensatory time at the point of separation. The district will notify

association leadership and the association chapter representative of the layoff plan including classifications and employees affected, as well as the timeline for layoff proceedings.

Staff separated will be given sufficient time to remove any personal belongings and to communicate any work responsibilities to their supervisor or other designated staff.

The district reserves the right to determine positions to be eliminated. When a position is eliminated, the layoff will occur within the affected job classification or, if there is more than one equally-ranked job classification in that job classification group, within those equally-ranked classes.

The position to be eliminated, resulting in employee layoff, shall be determined by the district on the basis of operational needs. However, where there are two (2) or more positions in the affected classification group (or equally-ranked job classifications in the classification group), an employee's length of service (seniority) as determined in section 37.1 of the Agreement shall apply. Whenever practical, no represented employees shall be laid off within a job classification until all PT and seasonal employees in such job classifications have been terminated.

When the layoff is in a job classification with more than one (1) position, the least senior employee holding one (1) of those positions will be given notice of layoff and the remaining employees in those positions will be reassigned to cover the remaining jobs. However, a less senior employee may be retained, and the next senior employee laid off instead, if the less senior employee has unique skills or abilities which are necessary for a remaining position and which cannot be learned, or qualified to perform, by more senior employees in the classification, within fourteen (14) calendar days.

Section 37.4: BUMPING RIGHTS

An employee who is given the initial notice of layoff under section 37.3 can either accept the layoff or use their seniority to exercise bumping rights. Notification of the option to bump will be provided in writing using the employee's personal contact information. This notification will include current job description(s) for the potential bumping opportunities, rate range of classification(s) available for bumping, potential location, schedule, and supervisor if known. A request to bump must be made within three (3) calendar days, not including holidays.

Employees who are to be laid off may not bump employees with less seniority in higher-ranking job titles within the classification group. Bumping rights can be exercised by a more senior employee in a classification to bump the least senior employee in the same classification. If there is no less senior employee in the classification, then they may bump to the least senior employee in the next classification in descending order within the classification group, as long as the bumping employee has greater seniority than that other employee.

An employee who is displaced by bumping may also use their seniority in the same manner to bump into the next lower classification in the classification group. If there is no less senior employee in the next classification, then they may bump to the least senior employee in the next lower classification in descending order within the classification group, as long as the bumping employee has greater seniority than that other employee.

An employee who has service under the Agreement in another classification group with the district may exercise bumping rights within that classification group as well. Bumping rights can be exercised to assume the position of the least senior employee who holds a position in the formerly held classification, as long as the bumping employee has greater seniority than that other employee. If there is no less senior employee, they may also use their seniority in the same manner to bump into the next lower classification in the classification group, as long as the bumping employee has greater seniority than that other employee.

In order to bump, employees must have the ability, capacity and skill to perform the job and must

demonstrate ability to perform all job functions within fourteen (14) calendar days from the date they assume the job duties.

If after a trial period of fourteen (14) calendar days, the employee cannot perform the duties of their current position in a satisfactory manner, the employee may, at the discretion of the district, either be given additional time for training or be laid off. If they are laid off, the district will fill the position by recall of an employee who was laid off from a higher classification within the same classification group or by recalling the employee who was bumped out of that position, whoever has more seniority.

An employee who bumps into a lower classification will be placed on the step in the new classification which is justified by bona fide factors under the Oregon Equal Pay Act.

An employee eligible to bump may waive their right to bump and may choose to be placed on the layoff and recall list instead.

Section 37.5:

RECALL

Employees laid off shall be placed on a recall list in order of seniority, as defined in section 37.1 of the Agreement and may be recalled to any position in which they have had service under the Agreement. Placement on the recall list shall automatically terminate twenty-four (24) months after the effective day of going on the recall list. No new employee will be hired into a job title from which qualified employees have been laid off for less than twenty-four (24) months.

If an employee on the recall list is recalled by the district, the employee has seven (7) calendar days from the receipt of written notification to accept or reject the position. If the position is accepted, the employee has fourteen (14) calendar days to report. If the employee rejects the offer or fails to report within fourteen (14) calendar days, it will result in removal from the recall list. Laid off employees may notify Human Resources of their request to be removed from the recall list. Retirement from the district shall also result in removal from the recall list. The district shall notify the association of voluntary withdrawal from the recall list for any reason.

At the time of the recall offer, the district will provide a written notice to employees with the start date, rate of pay (range and step), new anniversary date (for merit purposes), supervisor, work location, work schedule, job description, and will be scheduled for a benefits orientation upon return.

If an employee on the recall list is offered a position that provides ten percent (10%) or greater reduction in hourly rate or a reduction in benefits that they were receiving at the time of layoff, they will not forfeit their right to recall by refusing the position.

If an employee on the recall list has accepted a lower grade position, they have the right to return to the original position, subject to seniority over laid off employees still on the recall list, should it become available within twenty-four (24) months of lay off.

An employee rehired from the recall list shall have their accrued sick leave balance and vacation accrual reinstated to reflect their accrual levels at the time of layoff.

If an employee is recalled to a lower grade position, then offered a limited duration position, their grade and rate will be justified by bona fide factors under the Oregon Equal Pay Act.

Upon recall to a position, an employee's eligibility to participate (or resume participation) in the district's retirement plans will be as set forth in the plan documents.

Section 37.6

MERIT INCREASES FOLLOWING FULL FURLOUGH OR LAYOFF

For the purposes of determining eligibility for merit increases following a full furlough or layoff, employees separated from the district for up to three months will retain the same anniversary date. Those separated through full furlough or layoff for more than three months will have their anniversary dates adjusted into the future for each month beyond the initial three months of break in service. Anyone laid off for more than 12 months will have their anniversary date reset upon their recall to the district and would be eligible for a merit increase in 12 months. For example:

- If laid off in May and anniversary is July, and employee returns in two months, the anniversary date remains the same, and the employee will be eligible for merit upon return.
- If laid off May and anniversary date is in December, and employee returns in six months, the anniversary date is adjusted by three months, and the employee will be eligible for merit in January.
- If laid off in May and anniversary is in December, and employee returns after 12 months, the anniversary date in the position will be calculated using the return date as the new anniversary date, and the employee will be eligible for merit in 12 months.

Section 37.7

The Position Analysis Committee will determine where new and/or reclassified positions will be placed on the Classification Group list. This list will be reviewed for accuracy each time the contract is open for bargaining.

ARTICLE 38 OUTSIDE EMPLOYMENT

Section 38.1:

In that the occasional necessity or desire for additional income may arise, employees of the district will be allowed to hold outside employment. Employees of the district may also hold volunteer positions. However, any outside job or volunteer position must:

- A. In no way detract from the efficiency of the employee while performing their district work.
- B. In no way discredit the district.
- C. Not take preference over extra duty that may be required by district employment.
- D. In no way constitute a conflicting interest with employment in the district.
- E. In no way be used in conjunction with district employment to produce direct economic gain to the individual employee.

ARTICLE 39 POLITICAL ACTIVITY

Section 39.1:

Political activity by employees is not prohibited; so long as it is carried on during the employee's off duty hours and is not detrimental to their performance with the district.

ARTICLE 40 DRUG & ALCOHOL ABUSE POLICY

Section 40.1:

The district has a responsibility to employees, participants and the general public to ensure and enhance safe working conditions and to ensure compliance with Federal and State laws.

Section 40.2:

TESTING

A. Incident Testing

A district full-time (FT) employee conducting district business, if involved in a reportable accident or incident, will be tested if reasonable suspicion is established that the employee is under the influence of drugs or alcohol.

B. Reasonable Suspicion Testing

The district may assess situations to establish reasonable suspicion for testing based on objective and specific facts sufficient to lead a reasonable person to suspect an employee has consumed or is under the influence of drugs or alcohol. Such facts or circumstances must be able to be articulated to the employee.

The supervisor shall request the assistance of either a representative from Safety Services or another non-represented manager, both of whom must have completed the district's training on conducting reasonable suspicion assessments. To proceed with testing, both the supervisor and the assisting party must agree that there is reasonable suspicion to believe the employee is under the influence of drugs or alcohol.

1. The supervisor shall discuss the reasonable suspicion assessment with the employee individually and privately as possible. The employee has the right to request union representation. Testing will not be delayed based on union representative availability.
2. The employee will be reminded of the district policy and procedures concerning drug and alcohol use.
3. The employee shall submit to the testing procedures. In the event a drug or alcohol test is required, the employee will be transported immediately for testing.

The employee will be placed on paid administrative leave until test results are reviewed.

Section 40.3:

TESTING PROCEDURES

- A. All employees for whom reasonable suspicion has been established will be sent for testing.
- B. When reasonable suspicion is established, the supervisor(s) shall notify the employee that a drug/alcohol test is required. The employee will then be transported to the appropriate medical facility for testing. Once the appropriate medical forms are filled out, the employee will provide a sample to be tested.
- C. Should the employee refuse to consent to a drug/alcohol test, the supervisor shall inform the employee of the following:
 1. Failure to submit to testing will be treated as if the employee had tested positive and the positive test result procedures will be enforced.
 2. Disciplinary action, up to and including termination, may be taken based on the

circumstances.

Any subsequent refusals by the employee to submit to a test shall constitute cause for dismissal.

Section 40.4:
COLLECTION & TESTING

Providence Occupational Health, or other state approved laboratories, will establish the collection procedures. All specimens will be collected and forwarded to a National Institute of Drug Abuse (NIDA) certified laboratory and be tested in accordance of the NIDA and Federal standards and the levels as established by both.

A. Tampering with a Sample

If an employee should tamper with a collected sample, the sample will be treated as a positive sample and the employee will be subject to a separate disciplinary action for just cause under article 41 and may result in termination.

B. Positive Test Result

In accordance with the Federal and State anti-drug abuse laws all positive test results will be reviewed by a Medical Review Officer (MRO). The MRO will receive test results from the laboratory and will contact both the district and the employee to review test results.

1. Upon a positive test result, the employee will be provided the opportunity to enter into a Last Chance Agreement for a period of two (2) years which will include a mandatory referral to the district's EAP for evaluation and recommendations of an appropriate treatment program.
2. Failure to follow treatment recommendations and to allow Human Resources to communicate about the recommendations and compliance with the appropriate professionals can lead to disciplinary action including termination.
3. If a report is made, the employee may return to work only if both the Human Resources director and a credentialed drug and alcohol treatment professional concur that the employee can safely do so. If the treatment professional determines that a return to work would be detrimental to the employee or to the district personnel, property, or operations, this recommendation will be forwarded to the Human Resources director. In such cases, the employee may be suspended or terminated, or remain off work until the treatment professional determines it is safe for the employee to return, with concurrence from the Human Resources director.
4. The cost of the treatment program, if any, will be paid by the employee or medical insurance provider (if covered, to the extent of coverage).
5. Failure to execute the Last Chance Agreement shall result in immediate termination.
6. An employee enrolled in a drug treatment program under the EAP will be subject to unannounced drug tests up to two (2) years beyond the completion of treatment.

From the time an employee receives a confirmed positive result or is otherwise identified as having a substance use issue, the employee may be placed on leave. If the employee confirms that the reason for their absence meets the criteria outlined in Oregon's sick time law, they may use their accrued sick leave. If sick leave is not used or is exhausted, accrued leave may be used in that order. If no accrued leave is available, the leave will be unpaid. The employee may not return to work until the district receives a release from a credentialed drug and alcohol treatment professional, with concurrence from the Human Resources director.

Failure to report a relapse to the appropriate treatment professional may result in termination.

Section 40.5:**SELF RECOGNIZED SUBSTANCE ABUSE**

If a qualified drug or alcohol counselor determines that the employee requires rehabilitation or treatment services, the employee may choose to enroll in such services.

An employee who voluntarily seeks assistance for a self-identified substance use issue before violating this policy will not be subject to disciplinary action based solely on the disclosure. However, seeking assistance does not exempt the employee from meeting established job performance or conduct standards.

If the employee elects to undergo treatment under these conditions, leave will be granted for the duration of the program. Available accrued leave may be used. If no paid leave is available, leave without pay may be approved.

Section 40.6:**MEDICALLY AUTHORIZED DRUGS**

- Employees should consult with their prescribing or attending physician before starting any medication – prescription or over-the-counter – if the medication has the potential to cause side effects that could interfere with job duties. This includes, but is not limited to medications that may cause: Drowsiness or fatigue
- Dizziness or lightheadedness
- Blurred vision
- Slowed reaction time
- Impaired judgement or coordination
- Mood changes or confusion

Such side effects may affect an employee's ability to operate machinery, drive, perform physical tasks, make decisions, or interact safely with others.

To support this consultation, employees should provide their physician with a copy of their job description (JD), which outlines the physical, cognitive, and safety-sensitive aspects of the position. This enables the physician to assess whether the medication could interfere with the employee's specific job functions.

If the physician confirms that the medication may impair job performance or safety, the employee must promptly notify their supervisor. With written consent, the district may follow up with the physician to clarify any restrictions or modifications needed to the employee to perform their job safely.

When a supervisor is notified that an employee's medication may impact their ability to perform job duties safely, the supervisor will coordinate with Human Resources to assess whether temporary job modifications, alternative duties, or leave may be available, in accordance with applicable policies and legal requirements. If no such options are available or appropriate, the employee may be removed from duty until they are able to safely perform the essential functions of their position safely, with or without reasonable accommodation, the district may determine that the employee is no longer qualified for the position, consistent with applicable laws and district policy.

Section 40.7:**CONFIDENTIALITY**

The district will use every effort consistent with the circumstances to conduct the testing procedures in a manner that will preserve the employee's privacy and dignity. These efforts shall include the restriction of information pertaining to testing or the results of testing to those managers or supervisors who need to have access to such information in order to make and implement personnel decisions involving the employee. Only reasonable information will be shared, and the employee shall

be party to all communication regarding shared information.

Section 40.8:
UNLAWFUL ACTIONS

Any employee convicted or indicted of a violation of any criminal drug statute or who has been issued a citation for operating a vehicle while under the influence of intoxicants must inform their supervisor or the Human Resources director within the employee's next working day. Failure to do so may result in disciplinary action.

ARTICLE 41
DISCIPLINARY ACTION

Section 41.1:

It is expected that employees will use good judgment in their actions and not cause discredit to the district, themselves, or other employees; however, the objective when disciplinary action is called for, shall be to correct the situation rather than to inflict treatment that is punitive in nature.

Section 41.2:

Disciplinary action may include but is not limited to warning, reprimand, suspension (without pay), demotion, or discharge. While discipline will normally be progressive, management has the right to apply the appropriate level of discipline. No employee shall be disciplined without just cause.

Section 41.3:

A disciplinary action shall be removed from the employee's personnel file if it is determined that it was based on erroneous facts or circumstances.

Section 41.4:

Any disciplinary action shall be addressed through a subsequent performance evaluation process, which shall note improvement or lack of improvement toward satisfactorily correcting the situation. An employee may initiate the subsequent evaluation process, after a reasonable time, by generating a self-evaluation addressing the issue relative to the disciplinary action.

When the district determines that the nature of the alleged offense requires removal from work, the employee will be placed on paid administrative leave during the course of the investigation.

Section 41.5:

No suspension or discharge will be allowed unless approved by the office of the general manager or designee.

ARTICLE 42
GRIEVANCE PROCEDURE

Section 42.1:

In the event an employee or the association has a grievance arising out of the contract or work condition, the following procedures shall be followed:

Step 1:

The employee, with or without an association representative, shall first discuss the grievance with their immediate supervisor within ten (10) working days from the date the employee knows or should have known of the alleged violation. If the grievance is not resolved and the employee wishes to proceed further with the grievance, the employee shall within seven (7) working days file the grievance in writing to the department head/manager, and set forth the facts, section(s) of the Agreement involved, and remedies sought. The employee's department head/manager shall then attempt to adjust the matter and respond in writing to the grievance within seven (7) working days from receipt of the written grievance.

Step 2:

If the grievance has not been settled, it may be presented by the employee, with or without an association representative, to the Division Director within seven (7) working days after the response from the department head/manager is received (physically received or postmark date). The Division Director shall respond in writing to the grievance within seven (7) working days of receipt of the grievance.

Step 3:

If the grievance has not been settled, it may be presented in writing by the employee, with or without an association representative, to the general manager or designee, within seven (7) working days after the response of the Division Director is received (physically received or postmark date). The general manager or designee shall respond in writing to the grievance within seven (7) working days after the receipt of the grievance.

Step 4:

If the grievance has not been settled, the association may, within seven (7) working days after the reply of the general manager or designee is received (physically received or postmark date), serve notice of its intention to arbitrate the grievance. Such notice shall be in writing and delivered to the general manager or designee.

Section 42.2:

After either party has indicated its desire to take a grievance to arbitration, it shall jointly request of the Employment Relations Board a list of names of seven (7) arbitrators. The parties shall select an arbitrator from the list by such method as they may jointly elect or, if they are unable to agree on such method, then by lot and proceed alternately to strike names until the final name is left on the list that shall then be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator's decision shall be final and binding, but they shall have no power to alter, modify, add to or detract from the terms of the Agreement, and shall have no power to make an award which is retroactive for a period in excess of ninety (90) calendar days prior to the date the grievance was filed under Step 1 of the procedure contained in this article.

Section 42.3:

The arbitrator's fee and expenses shall be divided equally between the parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 42.4:

The association may file at Step 2 any grievance involving a claim or dispute which affects two or more employees.

Section 42.5:

Representatives selected by the association to act as "Association Representatives" shall be certified in writing to the district by the association.

Section 42.6:

The time limits specified in this section may be waived by mutual consent.

ARTICLE 43 SAVINGS CLAUSE

Section 43.1:

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of said court shall apply only to the specified article, section or portion thereof directly specified in said decision.

ARTICLE 44
DURATION AND TERMINATION

Section 44.1:

This Agreement shall be effective July 1, 2025, and continue in full force and be effective until June 30, 2028.

Section 44.2:

The association shall notify the district in writing no later than December 1, 2027, of its intention to negotiate a successor Agreement. Within thirty (30) days of that notification the parties will identify a date to begin bargaining.

SIGNED this _____ day of _____, 20__

FOR THE ASSOCIATION

President

OSEA Field Representative

FOR THE DISTRICT

President



MEMORANDUM

DATE: May 29, 2025
TO: Board of Directors
FROM: Doug Menke, General Manager
RE: **General Manager's Report**

2026 Bond Measure Preparation

At the June 11, 2025 board meeting, staff will present an update on the development of the potential replacement bond, including work to refine bond projects, bring on board a communications consultant, and begin recruitment for a bond task force that will help staff develop the framework for a possible ballot measure. Deputy General Manager Aisha Panas, Communications Director Holly Thompson, and Sustainability Manager Bruce Barbarasch will be available to answer questions at the meeting.

Upcoming Events

June

Date	Event Name	Time	Location
6/13/2025	Pride Picnic	6 – 8:30pm	Garden Home Recreation Center
6/15/2025	EID ul-Adha	4 – 8 pm	Cedar Hills Park
6/21/2025	夏祭り (Natsu Matsuri)	3 – 9pm	Conestoga Recreation and Aquatic Center
6/22/2025	Sunset's Summer Kick Off	6:30 – 8:30 pm	Sunset Swim Center
6/24/2025	Bird Songs of Opera	6:30 – 8 pm	Camp Rivendale (Jenkins Estate)
6/26/2025	Summer Kick Off Concert & Event	6:30 – 8:30p	Mountain View Champions Park
6/27/2025	Summer Pool Theme Night - Bluey and Friends	6 – 8:30 pm	Conestoga Recreation and Aquatic Center
6/28/2025	Family Pride in the Park	11a – 2p	Cedar Hills Recreation Center
6/29/2025	Beaverton Pride Event (THPRD Booth)	11a – 5p	4975 SW Hall Blvd. Beaverton, Oregon 97005

July

Date	Event Name	Time	Location
7/4/2025	4th of July Celebration & Concert	11a – 2p	Veteran's Memorial Park
7/8/2025	Frida Kahlo Birthday Celebration	8 am – 8:30 pm	Garden Home Recreation Center
7/10/2025	Summer Splash Day	4 – 7p	Arnold Park
7/13/2025	Parks & Recreation Palooza	All Day	Conestoga Recreation and Aquatic Center
7/17/2025	Summer Concert	6 – 9 pm	Timberland Park



MEMORANDUM

DATE: May 22, 2025
TO: Doug Menke, General Manager
FROM: Aisha Panas, Deputy General Manager
RE: Resolution Naming New Neighborhood Parks

Introduction

District staff have recently completed community outreach for the naming of two new neighborhood parks: one in the North Bethany area (site #1) and the other in the South Cooper Mountain area (site #2). Staff are seeking board of directors' approval of Resolution No. 2025-09 (Attachment 1) for the recommended park names.

Background

Beginning in 2019, the district engaged underrepresented communities (organizations and individual community leaders) to develop a catalog of names, which emerged from an intentional outreach process, including conversations with local Black, Indigenous, and People of Color organizations and leaders. While the development of the Names Catalog is ongoing, staff used this list of names as a starting point for the naming process of these two new parks. Both park sites were developer-built projects. The process for each recommended name started with establishment of an Internal Naming Committee where the committee selected possible name options from the Names Catalog and additional name options were chosen based on a variety of factors, including but not limited to the sites' unique amenities, location, and ecology. Staff gathered input on each recommended name from the district's management team, the broader community, and the Parks & Facilities Advisory Committee.

At the May 2024 board meeting, staff recommended Meeting Point Park for park site #2 due to its central location in the subdivision. In conjunction with feedback received from the community, board members were interested in reserving the name Meeting Point Park for a site the was centrally located in the district as opposed to a subdivision. Staff revisited the Names Catalog to select a name that more closely aligns with the site's characteristics and charm.

Proposal Request

Staff is requesting that the board of directors approve the two recommended names for the district's future neighborhood parks in the North Bethany and South Cooper Mountain areas.

- 1) Proposed Name for Site 1: Harvest Park
 - Location: North Bethany at NW Evelyn St & NW Eleanor St
 - Size: 2.06 acres
- 2) Proposed Name for Site 2: Free Skies Park
 - Location: South Cooper Mountain at SW Trask St, Precipice Ln, and Silvertip St
 - Size: 0.86 acres

A map of these park locations is attached as Exhibit A to the resolution adopting the proposed names. A summary of the recommended park names with supporting information demonstrating adherence to THPRD's naming policy is attached as Exhibit B to the resolution.

Outcomes of Proposal

The recommended names have been provided through an intentionally inclusive process of engaging underrepresented communities first in the naming process. The recommended site names are intended to welcome and inspire members of our community to visit and enjoy THPRD parks and trails.

Public Engagement

Once the names were identified based on the initial outreach process through the Names Catalog project, the district's Internal Naming Committee selected names that closely identified with the site. Each site's engagement strategy is unique to the site and tailored to best serve the community. Different methods are implemented to garner as much feedback as possible. Community input is gathered in a variety of ways and can include, but is not limited to, mailers and tabling at local community events, through social media, local NACs or CPOs, bilingual newsletters, project email listservs, and the THPRD webpage and bilingual news-blog. Each request to share feedback included a contextual description for each name, including a translation, pronunciation (when appropriate), and description of relationship to the park. Staff then presented to the Parks & Facilities Advisory Committee and the feedback received about the names was positive. Community responses are summarized and sorted below.

Park Site #1: Harvest Park (new neighborhood park at NW Eleanor Ave. & NW Evelyn St.)

- Total of 90 respondents
- 90% of respondents (81 respondents) liked or loved the name
- 10% of respondents (9 respondents) were neutral to the name or responded in a way that was unclear
- Tabled at the Holi Festival
- Highlights from respondents:
 - I like the name, especially after learning more about it.
 - I think it's great, it gives gratitude to the community.
 - That's neat.

Park Site #2: Free Skies Park (new neighborhood park at SW Trask St., Precipice Ln., and Silvertip St.)

- The park is in an area that is being developed and there are not many residents, therefore, staff reached out to nine community partners representing diverse backgrounds to gather their thoughts on the proposed name. The feedback was positive and supports the name. Here are comments that we heard:
 - I like the feeling of freedom.
 - Culturally speaking it sounds good.
 - Love the story behind the name. It sounds very nice.
 - Sounds good, nothing negative.
- Staff expanded the mailer radius to ensure we reached most people that had a residence in the area.
 - Total of 2 respondents to mailer. Responses were about the timeline for adding amenities to the park; neither had comments about the name.
- NOTE: Advisory Committee members asked to develop a direct and meaningful link between the name and the park space through interpretive signage, park webpage, or other features.

Action Requested

Board of directors' approval of Resolution No. 2025-09, naming two new neighborhood park sites as Harvest Park and Free Skies Park.

RESOLUTION 2025-09

A RESOLUTION OF THE TUALATIN HILLS PARK & RECREATION DISTRICT
BOARD OF DIRECTORS NAMING NEW PARK SITES

WHEREAS, the Tualatin Hills Park & Recreation District (THPRD) Board of Directors adopted District Compiled Policies (DCP) to guide its consideration of various THPRD operational matters including the naming and renaming of THPRD-owned properties; and

WHEREAS, THPRD will develop two new parks, has conducted an inclusive engagement process with underrepresented community organizations and leaders to identify names for these new parks, gathered public input on these names, and is subsequently recommending the two names for these new parks; and

WHEREAS, consistent with DCP 8.07 inasmuch as the names preserve and honor the history of THPRD and the communities it serves; and, considers each site's history, geographical location, community, and natural features;

NOW THEREFORE, based on the foregoing, the Tualatin Hills Park & Recreation District hereby resolves as follows:

Section 1. That the new park sites depicted on the attached Exhibit A as Park Site #1 be named **Harvest Park** and Park Site #2 be named **Free Skies Park**. A summary of the recommended park names with supporting information for each name and demonstrating adherence to THPRD's naming policy is attached as Exhibit B. And, the general manager and staff are to take such steps as are deemed by them necessary to affect said names in a timely manner.

Section 2. That this resolution is and shall be effective from and after its passage by the Board of Directors.

Approved and adopted on June 11, 2025, by the Board of Directors of the Tualatin Hills Park & Recreation District.

Barbie Minor, President

Alfredo Moreno, Secretary

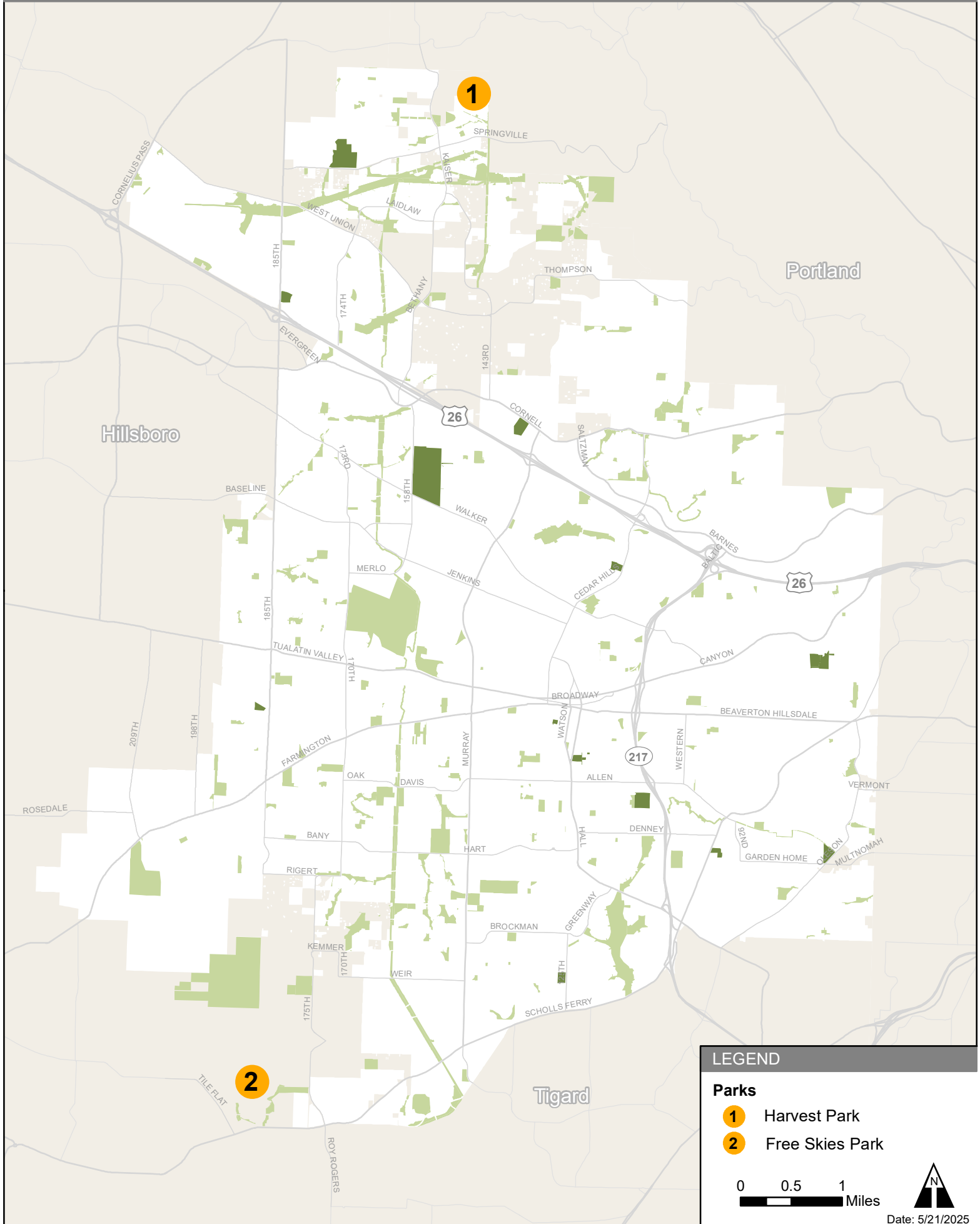
ATTEST:

Jessica Collins, Recording Secretary



MAP OF NEW PARK NAMES

Exhibit A



LEGEND

Parks

- 1** Harvest Park
- 2** Free Skies Park

0 0.5 1 Miles



Date: 5/21/2025

Recommended Names & Descriptions

The following table provides a map number in reference to Exhibit A, the site location or temporary name used for the site, the newly recommended site name, and a description of that recommended name.

Map #	Former/Temporary Site Name	Recommended Site Name	Name Description
1	Future Park at NW Evelyn St & NW Eleanor St	Harvest Park	The name honors Oregon's Nikkei community and its farming history. The origin of the name comes from old photos that show crops being planted and harvested, which were passed down by families and are a meaningful part of Oregon's story. The site's gleaned garden which will let people gather fresh produce, embodies the park name.
2	Scholls Heights Pocket Park / Community Gathering	Free Skies Park	The name celebrates African American perseverance and the concept of freedom and possibility. Chosen through community collaboration, the name is inspired by the 1906 obituary of Albert Bayless. Bayless was an African American pioneer who despite the challenges of his time, found freedom and dignity in Oregon. The site location, with its wide sky views, and amenities including a large open grass area for neighbors to gather and connect with each other, embody the meaning provided.

Statement of Justification: Pursuant to DCP 8.07 (District Compiled Policy for Naming of District Property) and P&P 4.05.01 (Operational Policies & Procedures: Guidelines for Naming of District Property), the recommended names fall within the broad naming category of 'Historic Events, People, Places and Symbolic Terms of local cultural significance', and also adhere to the definitions of classifications of district properties established in the Comprehensive Plan. Further, staff believes the recommended names consider the sites' locations and ecology, holds symbolic value that transcends its ordinary meaning or use and enhance the character and identity of the district properties, and reflect themes having broad public support by the community. Given these considerations, staff also believes the recommended names best serve the interests of the district and its residents and promote a worthy and enduring legacy for the district's park and recreation system.