

AGREEMENT

between
COOS BAYNORTH BEND WATER BOARD
and
SEIU LOCAL 503
OREGON PUBLIC EMPLOYEES UNION

Effective
July 1, 2022, through June 30, 2025

SEIU LOCAL 503 Member Resource Center: 1-844-503-SEIU

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PREAMBLE

This Agreement is entered into by the Coos Bay North Bend Water Board, hereinafter referred to as "Board", and the SEIU Local 503, Oregon Public Employees Union, Local 697, hereinafter referred to as the "Union."

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

The parties agree as follows:

ARTICLE 1 RECOGNITION

1.1 Definition

The Board recognizes the Union as the representative of all regular employees of the Board employed in the classifications listed on Exhibit "A", excluding supervisory and confidential employees, employees that work less than half time of a regular daily or weekly fulltime schedule, and employees that are appointed to temporary positions of four (4) months duration or less.

1.2 New Classification

The Board may establish new positions and classifications and determine appropriate rates of pay for them. The Board shall notify the Union of new positions and classifications in writing within 30 days of establishment of such positions and classifications. If there is a disagreement between the Board and the Union regarding the appropriate rates of pay for such new positions or classifications, the matter will be subject to negotiation as provided by ORS 243.650 through 243.782, so long as the Union makes such request within 30 days of notification. The Union shall request such negotiations in writing to the General Manager. The Board shall have the right to implement the position or classification even if negotiations are required.

ARTICLE 2 MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved to the Board if it is to serve the public effectively, except as may be specifically modified by this Agreement, The Board retains all rights of management in the direction of its work force. By way of illustration and not of limitation, the following are listed as such management functions:

- (a) The determination of the services to be rendered to the customers of the Board;
- (b) The determination of the Board's financial, budgetary, accounting, and organization policies and procedures;
- (c) The continuous administration of personnel policies, procedures, and programs promulgated under any action or administrative order of the Board enacted prior to the execution of this Agreement establishing personnel rules and regulations not inconsistent with any other terms of this Agreement.
- (d) The management and direction of the work force, including the right to determine the methods, processes, and manner of performing work; the determination of the duties and qualifications to be assigned or required and the determination of job classifications, the right to hire, promote, 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 the departments or divisions; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work which will not result in the layoff, demotion, or reduction in hours of any employees covered by this Agreement.

ARTICLE 3 UNION SECURITY

3.1 Check Off

a) Upon written, electronic or recorded oral request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's pay and remitted to the Union. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the Board receives will be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to the Board within 30 days after they are received by the Union upon request.

b) A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the Board electronically by close of business on the business day immediately preceding the twentieth (20th) of each month. The Board agrees that new or changed payroll deduction authorizations submitted within the above timelines shall be made for the month in which such list is submitted.

c) The deductions so collected from all employees, together with an itemized statement, shall be remitted to the Union's Salem headquarters within ten (10) days after such deductions are made. This information shall be provided in electronic format. This statement shall include the following information for every bargaining unit employee:

Name of employee

Job Classification

Employee Identification Number

Date of Birth

Gross Pay

Regular / Base Pay

Hire Date

Work Phone number and email address

Work location

Home phone number and home address

Full-time or part-time status

Amount of dues deducted from regular / base pay

Amount deducted from regular / base pay

Membership status

Regular hours worked

d) On a bi-weekly basis, the Board shall furnish electronically to the Union an alphabetical listing, by department of new employees hired into positions represented by the Union. The list shall be provided by close of business each Friday, or if Friday falls on a holiday, by the close of business on the preceding business day. The list shall contain each listed employee's name, home address, home phone number, work email address, work phone number, work location, FTE, employee ID number, hire date, department and classification.

e) The Board also agrees to make a deduction once each payday from the pay of those employees who individually request in writing that a specified amount be withheld for remittance to their share account in the Oregon Federal Credit Union. Such deductions will be promptly remitted to the Credit Union following the pay period in which they are deducted. These deductions will continue until such time as the employee notifies the Board in writing that such deductions are to be terminated.

3.2 Indemnification

The Union will indemnify, defend, and hold the Board harmless against any claims made or any suit instituted against the Board on account of any payroll deduction for the Union.

ARTICLE 4 HOURS OF WORK

4.1 Workweek/Workday

Subject to the provisions contained in Article 2 herein, the typical workweek shall consist of forty (40) hours divided into five (5) consecutive eight (8)hour days, a four (4)-day ten (10)hour work schedule, or other flexible work schedules as determined by the Board. For scheduling purposes the workweek shall begin on Sunday and end on Saturday, except in sections that may be adjusted to suit individual circumstances, division assignments, and section needs. Each employee shall have a minimum of two (2) consecutive scheduled days off, except for when on-call schedules dictate or emergency situations arise.

A work schedule is defined as the time of day and the days of the week the employee is assigned to work. The regular work schedule for fulltime employees shall consist of five (5) consecutive eight (8)hour days or four (4) consecutive ten (10)-hour days in a workweek. A flexible work schedule is a schedule which varies from an eight (8)hour or ten (10)-hour day in number of hours worked, but maintains a forty (40)hour workweek.

An employee may request authorization to work a flexible work schedule. The Board may accommodate such request whenever reasonably possible, provided the operational needs of the Board are met and the needs of the public are, in the judgment of the Board, adequately served.

4.2 Rest and Meal Periods

Employees shall be entitled to a fifteen (15)-minute compensated rest period in each half shift, to be taken at a time convenient to operating needs. Employees in the Water Treatment Section shall be entitled to a fifteen (15)-minute on duty rest period in each half-shift, to be taken at a time convenient to operating needs.

Employees shall have an uncompensated meal period of at least thirty (30) minutes to a maximum approved by their supervisor during each work shift. To the extent possible and consistent with the operating requirements of the section, meal periods shall be scheduled at or about the middle of the work shift. The meal period for Water Treatment Section employees shall be on duty due to operating schedules and needs of the water treatment plant.

4.3 Overtime

All employees shall be compensated at a rate of time and one-half (overtime pay) for work under the following conditions:

- (a) Actual hours worked in excess of forty (40) hours per workweek.
- (b) Actual hours worked over the scheduled number of hours worked each work shift.
- (c) Hours worked for emergency purposes outside of a normal work day or shift.
- (d) Call back hours do apply to overtime pay.

All overtime work hours accrued by an employee under the above guidelines at the employee's discretion may be compensated as pay or as compensatory time calculated at a rate of time and one-half.

Scheduled hours and normal work hours are defined as any hours an employee is scheduled to work. Emergency hours are defined as unforeseen emergency work outside of a normal or scheduled shift.

4.4 Call Back

Employees who have left work after completion of their regular shift and who are then called in to work or who may be called in on Saturday, Sunday (or on the days that constitute a weekend for those employees who normally work on Saturday and Sunday), or a holiday shall receive a minimum of two (2) hours pay

when so called. If more than two hours are worked, they will be paid for the time actually worked. Call back hours do apply to the overtime section language in Section 4.3.

4.5 No Pyramiding

The Board shall not be required to pay twice for the same hours.

4.6 Work Schedules

Once an employee's work schedule has been established, it shall not be changed without reasonable prior notice to employee, except for emergencies as determined by the General Manager.

4.7 Shift Trades

Employees in the same section may trade shifts, subject to the approval of their supervisor.

4.8 No Guarantee of Work

No guarantee of the availability of work is intended or implied by this article.

4.9 Standby Duty

All personnel participating in the emergency crew standby program shall be entitled to the following compensation:

- (a) One (1) hour of pay at the employee's regular rate or one (1) hour of compensatory time for every eight (8) hours on standby or portion thereof.
- (b) If called out pursuant to the emergency standby program, pay at the rate of time and one half for all hours worked, with two (2) hours minimum pay for any callout even if less than two (2) hours are worked.
- (c) If an employee is on standby on a holiday, the employee will earn one (1) hour of pay at the employee's regular rate or one (1) hour of compensatory time for every four (4) hours on standby of portion thereof.

4.10 Rest Time

An employee is eligible for rest time when working in the eight (8) hour period immediately preceding the beginning of their regular shift on a workday. Rest time can be utilized for employees who work emergency hours and are viewed as, or view themselves as, too fatigued to work their regularly scheduled work shift.

- (a) Rest time can be employee or management initiated.
- (b) Rest time is only utilized as time without pay outside of the employee's regularly scheduled work shift.
- (c) Rest time can be utilized as unpaid leave or the employee's vacation time or compensatory time during a regularly scheduled shift.
- (d) Rest time is earned at the rate of one (1) hour for every hour worked in the eight (8) hour period immediately preceding the beginning of the employee's regularly scheduled shift.
- (e) Employees who request rest time shall communicate and obtain approval from their immediate supervisor of their intent to use rest time hours, prior to the use of rest time. Rest time shall be used during the next regularly scheduled shift.
- (f) If the employee elects to take rest time at the beginning of the shift, the rest time hours will start at the beginning of the shift and run consecutively until exhausted.
- (g) If the employee elects to take rest time at the end of the shift, their work shift will start at the regular time and the employee will work at their regular hourly rate until rest time is due.

- (h) Except in emergency situations, no employee shall work more than sixteen (16) consecutive work hours without rest time.
- (i) Employees shall not "bank" or save rest time.

ARTICLE 5 PAID HOLIDAYS

5.1 Designation

The following holidays shall be recognized:

- (a) New Year's Day
- (b) Martin Luther King Jr.'s Birthday (third Monday in January)
- (c) President's Birthday (third Monday in February)
- (d) Memorial Day
- (e) Juneteenth (June 19th)
- (f) Independence Day
- (g) Labor Day
- (h) Veteran's Day
- (i) Thanksgiving Day
- (j) The day after Thanksgiving
- (k) Christmas Eve Day
- (l) Christmas Day

5.2 Observance

The holiday dates on those days listed above shall be observed in accordance with the Federal holiday declaration. If any of the above holidays fall on Sunday, the day following shall be observed; if occurring on Saturday, the preceding Friday shall be observed. If Christmas Day falls on a Saturday, Sunday, or Monday, then both Friday and Monday shall be the observed holidays for Christmas Eve Day and Christmas Day.

The employee whose scheduled day off falls on a holiday shall receive a postponed holiday to be taken within 90 days of the scheduled day off and at the convenience of the employee upon approval of the appropriate supervisor. If an employee's request for a postponed holiday is denied, the period of time for an employee to take the postponed holiday shall be extended for an additional 30 days. If the postponed holiday cannot be scheduled within 120 days of the scheduled day off, the employee shall receive regular wages in lieu of the postponed holiday.

5.3 Holiday Work

Employees working on a paid holiday shall be paid time and one half (1½) their straight time rate for all hours worked in addition to the holiday pay specified in 5.4 below.

5.4 Holiday Pay

Employees shall receive eight (8) hours pay for each holiday observed as indicated above if such holiday observance falls within their workweek and on a day upon which they perform no work, except those Water Treatment Section employees who work ten (10) hour shifts in connection with the operation of the treatment plant who will then receive ten (10) hours holiday pay under the same provisions.

5.5 Integration with Other Leave

Should an employee be on authorized leave or vacation with pay when holiday occurs, such holiday shall not be charged against leave or vacation.

An employee on leave of absence without pay shall not be entitled to holiday pay for any holiday which falls

within the period of leave.

ARTICLE 6 SICK LEAVE

6.1 Eligibility

All regular employees shall be entitled to accrue sick leave immediately upon employment with the Water Board in accordance with ORS 653.601-653.661.

6.2 Accrual

An employee shall accrue sick leave at the rate of eight (8) hours per month. Sick leave may be accrued without limit.

6.3 Utilization

An employee must use accrued paid leave - sick leave and/or vacation leave - when unable to perform by reason of:

- (a) Personal illness or injury;
- (b) Personal medical or dental care;
- (c) Illness or the need for medical or dental care in the employee's immediate family as defined by the Oregon Family Leave Act (OFLA - ORS 659A.150 and OAR 839-009), which is defined as follows:
 - 1. The spouse of an employee, or the domestic partner of an employee, where the domestic partnership has been registered pursuant to ORS Chapter 106:
 - 2. The biological, adoptive, foster, custodial or non-custodial, parent of an employee, a parent-in-law of the employee, or parent of a same-gender registered domestic partner of the employee or a person with whom the employee was or is in a relationship of in loco parentis.
 - 3. The biological, adoptive, foster or step-child, or grand-child of an employee, or the biological, adoptive, foster or step-child, or grand-child, of a same-sex registered domestic partner of the employee, or a child or grand-child with whom the employee is or was in a relationship of in loco parentis.
 - 4. The grandparent of an employee.

For the purposes of this section, a domestic partner means two individuals of the same sex who have received a Certificate of Registered Domestic Partnership from the State of Oregon in compliance with Oregon law. A foster child means a child, not adopted, but being reared as a result of legal process, by a person other than the child's natural parent.

Absence to attend an ill family member shall be limited to the time the employee's presence is actually required. Verification, either medical or from school records, may be requested, and the employee agrees to sign any required consents to obtain such verification;

(d) The birth of the employee's child and to assist in the household when the child and mother return home, limited to a total of five (5) days of compensated leave per occurrence. Upon application and mutual agreement with the General Manager, the employee may use additional accumulated sick leave after the initial five (5) days of compensated leave;

(e) The death of an employee's immediate family member as defined by the Oregon Family Leave Act, as per section (c) above, or a nondependent biological or adopted child, or the death of a relative residing in the employee's household immediately prior to death, or the death of a brother or sister of the employee, limited to a total of two weeks per occurrence. Upon written approval of the General Manager, the employee may use vacation or compensatory leave during the initial two weeks of leave;

(f) Requests to use sick leave to cover absences due to health-related reasons defined in ORS 653.616 will not be denied.

(g) Utilization of accrued paid leave will, when applicable, be counted against an employee's family leave entitlement under the Board's Family Leave Act Policy;

(h) Employees will be required to use unpaid leave only when all paid leave is exhausted.

(i) Employees shall comply with the terms and conditions of the Board's adopted sick leave policy contained in the Board's Personnel Policies and Procedures Manual and the bereavement leave policy contained in the Board's adopted Family Medical Leave Act policy.

(j) Covid related Family Leave- When using sick leave to address any Covid related illness or family leave that is covered by the Family Medical Leave Act, employees must utilize their accrued sick leave first, and then any compensation time accrued. Any employee who does not have enough available leave to cover COVID related absences, may draw from a negative balance at the expense of their own future available sick leave or may use available vacation accruals to cover these absences. The employee's future sick leave accruals will be counted toward any negative sick leave balance until the balance is paid back in full. Sick leave balances will only go into negative for COVID related occurrences. Sick leave balances will capped at negative 80 hours for these occurrences.

6.4 Notification Procedures

Any employee who is ill and unable to report for work shall notify the immediate supervisor prior to the reporting time if reasonably possible. In the case of a continuing illness, the employee shall contact the immediate supervisor no less than on a weekly basis to keep the supervisor apprised of the employee's status; and, as soon as it is known, inform the immediate supervisor of the approximate date of the ability to return to work.

An employee may be required to furnish a certification from an attending physician that an illness or injury prevents the employee from working and certification may be required from an attending physician that the employee is fit to return to work. This section shall not preclude the Board from requesting a physician's certification for other legitimate reasons. Cost of the certification not covered by the employee's insurance shall be paid by the Board.

6.5 Outside Employment Injury

The Board shall not grant an employee sick leave with pay for injury resulting from employment other than with the Board.¹

6.6 Accrual During Leave

Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at the regularly prescribed rate. Sick leave shall not accrue during a leave of absence without pay.

6.7 Integration with Workers' Compensation

All employees are covered for accidents on the job under Oregon's workers' compensation laws, ORS Chapter 659. When an employee must take time off by reason of a compensable accidental injury or occupational disease, the employee shall be entitled to integrate accrued sick leave to insure receipt of his/her net salary at the time of the disability.

"Net" salary shall be defined as the employee's salary less state and federal deductions.

¹ Volunteer work shall not be considered other employment and an employee may use sick leave to supplement any payments received to the employee's net salary.

The parties agree that it is in the best interest of the employee and the Board for an employee on workers' compensation leave to return to some form of duty at the earliest possible date. The Board will therefore, whenever possible, provide a temporary modified assignment, subject to release for such assignment by the employee's attending physician. The employee's pay rate may be adjusted as appropriate based on duties assigned.

An employee on workers' compensation leave shall continue to accumulate other leave provided for by this agreement and shall continue to receive holiday pay as per Article 5.4 of this agreement while off work due to a compensable injury.

6.8 Payment Upon Retirement

Upon retirement from Board employment, as defined by the Water Board Retirement Program, the employee shall be paid for fifty percent (50%) of their accumulated sick leave at their regular rate. For purposes of payment upon retirement, accumulated sick leave will be capped at 1,200 hours.

6.9 Restoration of Accrued Benefits

An employee who is re-employed within one year following either an expiration of leave without pay or a callback from layoff shall have unused sick leave credits, accrued during the immediate prior employment, restored.

ARTICLE 7 VACATION

7.1 Accrual

Vacation credits shall be accumulated at the annual rates indicated below for the applicable anniversary years. Vacation days (or vacation credits) are defined as eight (8)-hour increments.

All regular full-time employees shall be entitled to accrue vacation immediately upon employment with the Water Board. An employee shall accrue vacation each pay period at a prorated equivalent to their continuous years of service established by the employee's anniversary date.

Years of Continuous Full-Time Board Service	Annual Vacation Days for Anniversary Year Indicated
Less than 5	90 hours
5	130 hours
10	150 hours
15	170 hours
20 or more	190 hours

7.2 Utilization

Employees may not use accrued vacation until the 91st day of employment. Earned vacation shall, insofar as possible, be taken within the anniversary year in which it was earned. However, the employee may, at his/her own election, carry up to one (1) week plus the annual allotment of unused vacation over into the next anniversary year without approval by the General Manager.

7.3 Continuous Service

Continuous service shall be service unbroken by separation from the Board. Time spent by an employee on military leave, Peace Corps duty, sick leave, and authorized educational or training leave shall be counted as part of the continuous service period. Any time taken by an employee utilizing unpaid leave pursuant to the Board's OFLA Policy or unpaid discretionary leave pursuant to this contract, which totals in excess of one week's duration per fiscal year, will not be counted as part of the employee's continuous service for purposes of vacation accrual. Employees returning from layoff status shall be entitled to credit for service accrued prior to the layoff.

7.4 Scheduling

Vacation times shall be scheduled primarily upon the needs of efficient operation as determined by the section. Insofar as possible, the desires of the employees shall be taken into consideration. The employee shall submit his/her vacation request on the approved form to his/her supervisor for posting on the posted list as early as known, whereon the date of posting becomes the priority.

If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement by the parties concerned, the employee having the greatest length of service with the Board shall be granted the time, provided however, that an employee shall not be given this length of service consideration more than once in every two (2) years.

7.5 Cancellation

Vacations that have been scheduled may not be cancelled by the Board except in the event of an emergency. Where vacations are to be cancelled, the Board shall give the employee the maximum notice possible. In the event the Board cancels an employee's scheduled vacation and an employee can show unrecoverable vacation expenses, the Board will reimburse those expenses.

7.6 Termination or Death

Upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his/her heirs, whichever the case may be. Payment is to be made within time specified under State of Oregon Wage and Hour Law.

7.7 Time Substitution

When an employee begins scheduled vacation time, sick leave shall not be exchanged as a substitute form of leave.

ARTICLE 8 OTHER LEAVES OF ABSENCE

8.1 Leave Without Pay

An employee, who exhausts sick leave and vacation leave, is unable to return to work, is an eligible employee under the Board's Family Leave Act Policy, and is off work for an OFLA qualifying reason will be on family leave without pay. Such an employee's rights to continued employment shall be in accord with and subject to the Board's OFLA policy and all applicable state laws.

An employee who exhausts sick leave and vacation leave and is unable to return to work due to a reason which does not qualify such employee for OFLA benefits may request to be placed on leave without pay. In consideration of the merits of the case, the General Manager may authorize such leave for a specified period of time. If the employee does not return to work at the expiration of such a period, such employee may be terminated from employment.

In instances where it will not seriously disrupt the operation of the Board by the temporary absence of an employee, leaves of absence without pay for a period not to exceed thirty (30) days, may be granted for any reasonable purpose; and such leaves may be renewed or extended by the Board for any reasonable

period. Any employee who is granted a leave of absence without pay for a reason not covered by the Board's OFLA Policy shall first be scheduled for any vacation leave that has accrued to his/her credit before he/she is placed on leave without pay.

Employees who are to be released from work (whether employee or Board initiated) because they have reached the maximum allowable consecutive or cumulative hours worked, will be granted leave without pay and will not be required to first utilize accumulated vacation leave.

8.2 Court Appearances

In the event an employee is subpoenaed to appear as a witness in a trial or other proceedings, the employee shall be granted, at the employee's option, either accrued vacation time or leave without pay for such appearance for time actually lost from work. Employees shall be granted leave with pay at the regular rate any time they are required to appear in court or other proceedings relative to matters resulting from the performance of their official duties or for jury duty. Employees are expected to return to work on the day of any such granted leave when the presence of such employee is no longer required in the proceeding in which they were required to appear.

8.3 Military and Peace Corps Leave

Military and Peace Corps leave shall be in accordance with the Oregon Revised Statutes.

8.4 Union Leave

Subject to operational needs, an employee who has been selected as a delegate to the Union's General Council may be granted unpaid leave to attend meetings of said Council provided he/she gives fourteen (14) days notice.

8.5 Water Board Meetings

Union or employee representatives are invited and encouraged to attend Board meetings, but any such representative shall not be paid for time spent at meetings outside their regular work hours.

8.6 Failure to Return from Leave

Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his/her position with the Board, and his/her position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of his/her leave of absence, has furnished evidence that he/she is unable to return to work by reason of sickness, physical disability, or other legitimate reasons beyond his/her control.

8.7 Unauthorized Leave

An absence of an employee from duty, including any absence for a single day or part of a day that is not authorized by a specific grant or leave of absence under the provisions of this Agreement, shall be deemed to be an absence without approved leave. Any such absence shall be without pay and may be subject to disciplinary action, including dismissal.

8.8 Compensatory Leave

Compensatory leave shall be available to all employees who work overtime or are on standby duty pursuant to Articles 4.3 and 4.9 of this agreement.

Employees who elect to receive compensatory leave in lieu of overtime and standby pay shall have a maximum balance of sixty (60) hours of compensatory leave. Compensatory leave hours that are gained that would exceed the maximum balance of sixty (60) hours of compensatory leave will be paid out during the same pay period they are earned.

Compensatory time off shall be taken by mutual consent as approved by the appropriate supervisor, consistent with the needs of the Water Board. Compensatory time off shall be scheduled as far in advance as possible. Employees shall not schedule compensatory leave from work when it will put the burden of extra shift coverage or overtime on other employees. (Example: Operator A schedules compensatory leave for a whole shift; In turn, Operator B has to pull a regular shift in addition to another half shift to cover for Operator A, triggering overtime to be paid to Operator B.)

Insofar as possible, the desires of the employees shall be taken into consideration for use of compensatory leave.

8.9 Bereavement Leave

In the event of a death in an employee's immediate family (parent, spouse, domestic partner, children, sibling, grandparents, grandchildren, son-in-law, daughter-in-law, brother- or sister-in-law, mother-in-law, father-in-law or domestic partner's parents, sister, brother, son, or daughter, or was or is in relationship of in loco parentis), an employee, upon request, shall be granted a leave of absence with pay not to exceed three (3) work days. The Water Board General Manager or her/his designee may grant bereavement leave under the terms of this Article. If more time off is needed because of travel or other circumstances, the employer will accommodate requests for additional leave per Article 6.3e of this Agreement and the Water Board Family Medical Leave Policy.

ARTICLE 9 HEALTH AND WELFARE

9.1 Hospital/Medical/Dental

Effective upon the date of execution of this Agreement, all employees shall pay a portion of the premium of the selected healthcare benefits plan for employees and their dependents, or comparable plans, for the life of this Agreement.

Employees will contribute to the medical plan premium as follows:

(a) Effective July 1, 2022, employees will contribute 8.20% toward the actual cost of the health care benefits plan. Employee charges for the health benefit package will be directly related for their individually chosen plans, Employee, Employee/Child etc...

The gross monthly salary due any full-time employee shall be reduced by the amount of the employee premium for the medical, vision, and dental plans that are mutually agreed upon by representatives of the HealthCare Benefits Committee; and, after such reduction, the Board shall pay the total amount of the monthly premium for each plan, with the exception of the premium for coverage for a registered domestic partner. Pursuant to federal law, the Water Board cannot use a pre-tax deduction for an employee purchasing coverage for a registered domestic partner, and any employee purchasing coverage for a registered domestic partner will have their post-tax wages reduced by the amount of the insurance premium for coverage for the registered domestic partner.

9.2 Health Care Benefits Committee

The Board agrees to continue a Health Care Benefits Committee for the purpose of investigating alternative health care providers and plans, investigating cost containment and wellness measures to help keep medical costs low, and to develop an "educated consumer" approach to health insurance. The Health Care Benefits Committee shall consist of three (3) bargaining unit employees appointed by the Union and three (3) management representatives appointed by the General Manager. The Health Care Benefits Committee shall meet no less than once during the second quarter of each agreement year to permit employee input into the health care plan. The Committee shall meet quarterly during the final year of the Agreement or at such time when an annual premium increase is projected to be 12% or greater. The purpose of these meetings will be to evaluate the healthcare plan design, choices and cost, and identify changes or

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movement to a different plan. The Health Care Benefits Committee may make nonbinding recommendations to the Board and the Union, however, any change in plan design or plan providers shall be subject to approval of the Board and Union membership and mutual agreement of the parties.

9.3 Flexible Spending Account/Section 125 Plan

The Board shall continue the Flexible Spending Account/Section 125 Plan. Participation in that plan will be voluntary. Employees may pay their portion of the monthly health insurance premium by pretax dollars through this plan. Employees may access funds from the Flexible Spending Account by providing receipts for medical supplies, medical services, prescription co-pays or any other health related expense which may legally be paid through this type of account.

9.4 Life Insurance

The Board shall pay the entire cost of a current employee's premium on a \$30,000 life insurance plan. Only current Board employees shall be entitled to participate in the Board's life insurance plan.

9.5 Retirement Plan

For all employees hired prior to January 1, 2011, the Board shall continue the existing retirement plans as restated in 2003 and will continue to pay the full cost of the plan with the following revisions:

(a) The definition of "Final Average Monthly Earnings" means the average of monthly earnings during the three consecutive years, within the last ten years of service prior to retirement date or date of termination, in which earnings were the highest.

(b) The retirement compensation formula will include vacation accrual at time of retirement with the wage formula.

The Board will administer the plan in accordance with all applicable State and Federal Laws.

9.5.1 Retirement Plan for Employees Hired on or After January 1, 2011

For all employee hired or rehired on or after January 1, 2011, the Board shall establish a 401(a) defined contribution retirement plan in lieu of the existing retirement plan as restated in 2003. The Board shall contribute to the 401(a) defined contribution retirement plan for each employee hired or rehired on or after January 1, 2011, at the same contribution rate per annum (July 1 through June 30) as the employee contributes to the 457 (b) plan for that year, but no less than 9.0% and no more than 13.0% of the employee's annual regular salary for payroll periods ending in that year. For this purpose, annual regular salary does not include lump sum payments for unused leave. The Board will make its 9.0% minimum contribution based on each payroll period, within 31 days after the end of the payroll period, or the date of the employee's death or separation from employment. The Board will make its contributions for the year above the 9.0% minimum, up to the 13% annual maximum, within 31 days after the end of the year (i.e. by July 31 for the prior July 1 through June 30) or the date of the employee's death or separation from employment.

The Board will begin making contributions for an employee to the 401(a) defined contribution retirement plan for the employee's regular salary for payroll periods beginning on or after the employee's seventh (7th) month of employment with the Water Board. The intent of this provision is to require an employee to successfully complete the six (6) month trial period after the date of the employee's hire or rehire with the Water Board before the Board is required to make a contribution for the employee to the 401(a) defined contribution retirement plan.

All employees subject to this agreement may contribute to the 457(b) retirement plan established by the

Board, in any amount they choose, not to exceed the annual limit under Federal Law.

Any employee hired or rehired on or after January 1, 2011, who is participating in the Board's 401(a) defined contribution retirement plan shall be required to work for the Water Board for forty-eight (48) continuous months after the date of the employee's hire or rehire before the employee is fully vested in the 401(a) defined contribution retirement plan. An employee who is rehired after fully vesting in the 401(a) defined contribution retirement plan shall be required to work for the Water Board for forty-eight (48) continuous months after the date of the employee's rehire before the employee is fully vested in the 401(a) defined contribution retirement plan for the Water Board's contributions and earnings thereon for the employee after the employee is rehired. Any employee who leaves employment with the Water Board before being fully vested in the 401(a) defined contribution retirement plan shall not be entitled to any portion of the money contributed by the Water Board to the 401(a) defined contribution retirement plan or earnings thereon (except any contributions and earnings thereon in which a rehired employee vested before being rehired). Contributions and earnings thereon in which an employee does not vest will be used to pay expenses of the 401(a) defined contribution retirement plan and to reduce the Water Board's contributions to the 401(a) defined contribution retirement plan and not to increase employees' benefits in the 401(a) defined contribution retirement plan.

For the purposes of this article, any employee who is laid off pursuant to Article 14.3 of this Agreement, and who is later recalled to work by the Water Board pursuant to Article 14.4 of this Agreement shall not be considered to be "rehired" as that term is used in this Article. The intent of this provision is that any employee recalled to work pursuant to Article 14.4 of this Agreement remains fully or partially vested in the employee's 401(a) defined contribution retirement plan if such employee was fully vested or partially vested at the time of the lay-off of such employee.

The Board will administer the 401(a) defined contribution retirement plan in accord with all applicable State and Federal Laws.

9.6 Disability Insurance

The Board agrees to provide longterm disability insurance through a company of its choosing. The longterm disability plan shall provide coverage for 60 percent of the employee's monthly salary after a 90day waiting period. The total monthly benefit for an employee shall be no less than \$100 and no greater than \$5,000. The Board agrees to pay the premium for the longterm disability plan.

9.7 Additional Insurance

Employees may purchase additional insurance (i.e., life or legal insurance) through SEIU Local 503, Oregon Public Employees Union at their own expense through payroll deduction.

9.8 Life Flight and Short-Term Disability Insurance

Employees may purchase life flight and ambulatory insurance and short-term disability insurance offered through the Water Board at their own expense through payroll deduction.

ARTICLE 10 WAGES

10.1 Compensation Plan

The Board has hereto adopted a compensation plan under which employees covered by this Agreement shall be compensated. A copy of that plan is attached hereto, marked Exhibit "A" and is made a part of this Agreement.

(a) Effective July 1, 2022, increase salary schedule by Western Cities B/C CPI-U average January 2021-December 2021 except for those positions that are selected for a selective salary adjustment where the increase would be more than the Western cities B/C CPI-U. The Western Cities CPI-U for year 2021 is

7.4%

(b) Effective July 1, 2023, increase salary schedule by Western Cities B/C/ CPI-U average January 2022-December 2022, but no less than 2.0% and no more than 6.5%

(c) Effective July 1, 2024, increase salary schedule by Western Cities B/C/ CPI-U average January 2023-December 2023, but no less than 2.0% and no more than 6.5%

10.2 Administration of the Compensation Plan

Each employee shall be paid at one of the rates in the salary range for the class in which he/she is employed. Normally, an employee will be appointed at the entrance rate for the class.

Each new employee shall receive a one step salary increase after completing the six (6) month trial period. All employees shall be advanced at least one (1) full step at the employee's annual anniversary date on completion of a satisfactory service review as determined by the General Manager. Employees at the top of the salary range shall not receive additional anniversary date increases. For the purpose of this section, anniversary date means the date last in range salary increase was granted.

10.3 Movement to a Higher Classification

When an employee is promoted or reclassified upward, the employee shall be given an immediate increase to the next highest rate in the new salary range which equals 5% or more, with the top step being highest rate of pay achievable.

When an employee in a career ladder eligible position obtains a professional water certification, the employee shall be given an immediate increase to the next highest position in the career ladder in the same step. Career ladder eligible positions are the Utility Worker, Water Treatment Plant Operator, and Crew Leader positions. The top step is the highest rate of pay achievable. Example: A Utility Worker WD1 on Step 3 shall be increased to a Utility Worker WD2 on Step 3.

10.4 Demotion

If an employee is demoted or reclassified to a class with a lower salary range for reasons which do not reflect discredit on his/her employment record, his/her salary rate may remain the same, unless such action would violate paragraph 10.2 above. Demotion for cause should ordinarily result in a corresponding reduction in salary. The employee shall receive written notice of any demotion.

10.5 Transfer

When an employee is transferred to a different position in a class with the same salary range, his/her rate of pay remains the same.

An employee temporarily assigned to a job classification for which a lower rate of pay has been established shall suffer no reduction in pay.

10.6 Working Out of Class

When an employee is assigned to perform the duties of a position at a higher level of classification, the employee shall be given an immediate increase to the next highest rate in the new salary range which equals five percent (5%) or more, with the top step being highest rate of pay - only for those hours actually worked, subject to the following conditions:

(a) The employee must actually work at the higher position assigned to him/her for a minimum of two consecutive days. Any time off work due to sick leave, vacation leave, or paid holiday does not count toward satisfying the two consecutive day minimum; however, it will not constitute a break in the string. The employee and section supervisor should agree to terms that will be placed in a memorandum to the

General Manager or their designee explaining the circumstances and longevity of the out of class assignment as soon as it is known out of class work will be required.

(b) Once the two day minimum is satisfied, the employee will be paid at the next higher salary step for those hours actually worked at the higher classification beginning from the first day of the assignment. Vacation, sick leave, or holidays occurring during the time an employee is working out of class will not be paid at the higher rate. Overtime hours worked while out of class will be paid at the higher rate.

(c) In order to receive work out of class pay, a “day” shall be defined as performing the duties of the higher position for 50 percent or more of the regular workday.

(d) The rate of pay made to an employee working out of class pursuant to this section shall in no event exceed the rate of pay of the top step of the higher level classification.

(e) Time spent attending training exclusive to the employee’s regular position shall be paid at their usual rate. Training that pertains to the higher classification shall be paid at the higher rate. Training will not constitute a break in the string for achieving the two consecutive days.

An employee performing duties out of classification for training or developmental purposes shall be informed in writing of the purpose and length of assignment during which there shall be no extra pay for the work. A copy of the notice shall be placed in the employee’s personnel file.

10.7 Longevity

Upon completion of the required number of years of continuous uninterrupted full-time service with the Water Board, an employee shall be eligible for longevity pay as follows:

- 5 years of service, \$200.00 payment on 5th anniversary;
- 10 years of service, \$400.00 payment on 10th anniversary;
- 15 years of service, \$600.00 payment on 15th anniversary;
- 20 years of service, \$800.00 payment on 20th anniversary.

Continuous uninterrupted service for purposes of longevity pay shall mean that period in which the employee is employed by the Water Board, which is unbroken by separation from employment, except time spent by an employee on any authorized leave or a layoff period not to exceed twelve (12) months.

10.8 – Selective Salary Adjustments

Title	Position Type	% increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Customer Service Representative	Office	13%	\$18.00	\$18.90	\$19.85	\$20.84	\$21.88	\$22.97
Clerk – Customer Service	Office	13%	\$18.20	\$19.11	\$20.07	\$21.07	\$22.13	\$23.23
Clerk – Accounting	Office	13%	\$18.20	\$19.11	\$20.07	\$21.07	\$22.13	\$23.23

ARTICLE 11 DISCIPLINE AND DISCHARGE

11.1 Standard

No employee shall be disciplined and/or discharged except for just cause. The concept of progressive discipline will be followed unless the offense is of such a nature that it warrants greater action.

Written warnings or reprimands are the first step of discipline and are subject to the grievance procedure.

11.2 Form of Discipline

If the Board has reason to discipline an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

Whenever discipline is anticipated, the employee shall have a right to Union representation. Union representation is to be defined as a Union Steward or Union Representative.

11.3 Trial Period

All new employees in this bargaining unit shall serve a trial period of six (6) months. Notwithstanding Article 11.1, the Board may at any time during such trial period terminate the employee for any reason, and such discharge will not be subject to the grievance procedure contained herein. This process is only for new hires and does not apply to the transfer or promotion of an employee from one position to another internally.

11.4 Due Process

In the event the Board believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- (a) The employee shall be notified of the charges or allegations that may subject them to discipline;
- (b) The employee shall be notified of the disciplinary sanctions being considered;
- (c) The employee will be given an opportunity to refute the charges or allegation either in writing or orally in an informal hearing; and
- (d) At their request, the employee will be entitled to Union representation at the informal hearing.

11.5 Just Cause Standard

For the purpose of this article, just cause shall be determined in accordance with the following guidelines:

- (a) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;
- (b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
- (c) The Board must conduct a reasonable investigation;
- (d) It must be determined that the employee is guilty of the alleged misconduct or act;
- (e) The discipline must be appropriate based on the severity of the misconduct; and

- (f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

ARTICLE 12 SETTLEMENT OF DISPUTES

12.1 Procedure

Any grievance or dispute which may arise between the parties with regard to the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

Step 1: The employee, with or without a Union representative, shall first attempt to resolve the grievance informally with his/her immediate supervisor. If the dispute cannot be resolved informally with the employee's immediate supervisor, the employee or the Union shall, within thirty (30) calendar days of the date of such occurrence or knowledge thereof, report the matter in writing to the employee's immediate supervisor.² The written grievance shall contain the following:

- (a) A description of why the employee believes there is a dispute;
- (b) The specific article or section of the agreement that has allegedly been violated, the specific facts relied upon to establish the basis for the alleged violation, and a description of how the specific facts relied upon, have violated the contract;
- (c) The remedy requested; and
- (d) The employee's signature.

Within fifteen (15) calendar days of receipt of the grievance, the immediate supervisor shall provide the employee with a written response. During this time, the immediate supervisor shall schedule a meeting with the grievant and Union representative to discuss the dispute. If the meeting is unable to be scheduled in a timely manner, an extension may be granted by mutual agreement.

Step 2: If the grievance has not been settled, the employee or the Union shall present it in writing to the General Manager within fifteen (15) calendar days after the supervisor's response is due. The General Manager shall meet with the grievant, his/her Union representative, and the appropriate supervisor in an effort to resolve the dispute. The General Manager shall provide the employee with a written response within fifteen (15) calendar days of his receipt of the grievance.

Step 3: If the grievance still remains unresolved, the employee or the Union may submit the matter to binding arbitration. If the Union or the employee chooses to move the issue into arbitration, they shall request a list of seven (7) arbitrators from the State Conciliation Service within twenty (20) calendar days after the response of the General Manager is due. Nothing in this article shall preclude the parties from attempting to resolve the dispute prior to arbitration. The arbitrator shall be selected by alternately striking names. The moving party shall strike first.

12.2 Arbitration

The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the hearing. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated and to resolve the grievance within the terms of this Agreement. The decision of the arbitrator shall be borne equally by both parties. Each party shall be responsible for the cost of presenting its own case to arbitration.

12.3 Time Limits

² It is understood that Step 1 requires the employee to first attempt to informally resolve the dispute with his/her immediate supervisor in order for the grievance to proceed any further. The Union may not act on behalf of the employee at the informal step.

The time limits contained within this article shall be strictly adhered to.

If the employee or the Union fails to meet the timelines specified in any step of this article, the grievance shall be deemed to be waived and will not be subject to the arbitration provision contained herein.

If the Board fails to respond to a grievance within the timelines specified, the employee or the Union may move the grievance to the next level of the procedure.

Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties.

ARTICLE 13 GENERAL PROVISIONS

13.1 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, age, marital status, race, color, creed, national origin, Union membership, political affiliation, or sexual orientation.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Board agrees not to interfere with the rights of employees to become members of the Union; and there shall be no discrimination, interference, restraints, or coercion by the Board against any employee because of Union membership or because of an employee's lawful activities in an official capacity on behalf of the Union.

13.2 Resignation

Any employee may resign from service with the Water Board by presenting a resignation in writing to the section supervisor or manager . To resign in good standing, an employee must give the Water Board at least two (2) weeks written notice unless, because of extenuating circumstances, the General Manager agrees to permit a shorter period of notice. The resignation shall provide an effective date which shall be the last day actually worked. Employees who resign shall work a full day on their effective resignation date unless otherwise approved by the General Manager. All accumulated vacation leave earned shall be paid. Such vacation leave credit shall not be used to extend the term of employment to earn additional benefits.

13.3 Certificates

The Board will provide time and expenses for retention of appropriate certificates as required by the Health Division of the State of Oregon.

13.4 Personnel Records

An employee and/or their authorized Union Representative may inspect the contents of his/her personnel file subject to scheduling within two (2) work days of his/her request. Any employee who wishes for their authorized Union Representative to inspect their file must be present at the time the Union Representative is inspecting the file. The employee file will only be checked out to the employee and must be checked back in by the employee. The employee and/or their authorized Union Representative may not leave the Administration work area with the employee file. Request for copies of material from the employee file will be made in writing by the employee to the General Manager.

Material of a critical nature shall not be placed in the employee's personnel record without written notification to the employee. Employees may request that documented verbal warnings be removed from the personnel file if no other deficiency occurs during the next eighteen (18) months after warning. Any material removed from the file will be given to the employee.

13.5 Bulletin Board

The Board shall provide three (3) bulletin boards for the use of the Union in communicating with employees. These three (3) bulletin boards shall be located in the two (2) lunchrooms and the downstairs hallway. All postings shall bear the initials of the Union Local President or Vice President.

13.6 Board Agenda & Meeting Minutes

The Board agrees to provide the President of the Local SEIU with a copy of the Coos BayNorth Bend Water Board agenda and minutes in a timely manner.

13.7 Tuition Reimbursement

The Water Board will provide tuition reimbursement for bargaining unit members who wish to take approved courses from an approved college or university for purposes of professional development. The total amount payable shall not exceed \$4,500 for each fiscal year, July 1st to June 30th in each year of this agreement. Tuition reimbursement will be limited by availability of funds. The maximum award for any individual in a fiscal year (July 1-June 30) is \$1,500. The purpose of tuition reimbursement is to provide support for employees who aspire for positions at the Water Board that would require more education to attain.

Guidelines for program:

- Approved classes will be college or university courses that will promote professional development of the employee.
- Seminars or workshops that do not count as college credit will not be approved.
- Courses must be complementary to Water Board positions and related to professional development.
- Courses must be taken on the employees own time outside of the employee's regular work schedule unless otherwise approved by the employee's direct supervisor and the General Manager.
- The Water Board shall not be required to alter work schedules to accommodate class work or class participation.

Application for tuition reimbursement:

- To secure funding for the year, employees requesting tuition reimbursement must apply to the General Manager in writing by June 1st of each year for college courses they plan to take in the following fiscal year (July 1 – June 30).
- Employees should inform their direct supervisor of their intent to apply for tuition reimbursement.
- Employees can make application anytime during the year with the understanding that only funds that are still available can be disbursed.

Tuition reimbursement funding can be disbursed using the following guidelines:

- Submittal of documents from the college or university stating the employee has completed the course with at least a grade "B" or higher.
- Submittal of documents must be made within 30 days of course completion.
- Proof of payment from the employee to the college or university for each approved course that is eligible for tuition reimbursement will be submitted.
- All eligible courses must be completed in the fiscal year they are applied for.
- Books, materials, travel time, and other incidentals to attend courses are not reimbursable items.

Employee Separation:

By agreeing to the terms of tuition reimbursement for college courses, the employee agrees that they will maintain their employment with the Water Board for at least 24 months after tuition reimbursement has taken place. If employment is separated, the employee agrees to return 50% of the funding the Water Board has reimbursed within the last 24 months of employment.

ARTICLE 14 SENIORITY

14.1 Definition

The parties hereto agree to the principle of seniority with due consideration being given to skill and ability to do work required, and it shall be applied in promotions. Seniority is defined as the length of continuous service within the bargaining unit since the last date of hire. Seniority shall be established from the last date of hire and continue to accrue during all paid time in the bargaining unit. In the event that two or more employees are hired on the same date, seniority ranking shall be determined by the flip of a coin.

14.2 Filling Vacancies/Promotions

The Board, in filling vacancies within the Bargaining Unit, will give first consideration to applications from qualified employees currently on the payroll by posting a notice of the job opening for a period of at least five (5) working days, excluding Saturday and Sunday, during which period employees may make written application to the General Manager for such job.

Appointments to vacant positions within the bargaining unit may be made exclusively from applicants within the bargaining unit if it is determined that a sufficient number of applicants are qualified to compete through an internal selection process. A pool of qualified applicants is considered to be a minimum number of three. The General Manager may lower the minimum number of applicants based on unique attributes of a position. If a pool of qualified internal applications is not obtained, the Board reserves the right to seek qualified external applications.

Selection methods will be based solely on job-related knowledge, skills, abilities, experience (including applicable Water Board experience), education, training, and (when appropriate) prior demonstrated performance, aptitude, and character.

If, in the final analysis, the assessment of an internal applicant is equal to or substantially equal to that of an external candidate, the internal candidate shall be offered the position subject to a trial period. Where two (2) or more internal applicants are successful and are equally qualified, seniority shall be used to break the tie. The Board reserves the right to not make an appointment from a recruitment campaign and to reinstitute the application process in conformance with this article.

An employee shall have a sixty(60) calendar day trial transfer period. The transfer or promotion of an employee from one position to another shall be final after a sixty (60) day trial transfer period. The sixty (60)day trial transfer period may be extended on written notice, not to exceed a total of ninety (90) days, in order to determine the employee's capability to perform the duties of the position.

If, during the trial transfer period described above, such employee decides to return to his/her last job; he/she may do so without loss of seniority. If, during the trial period, the Board determines such employee cannot fill the job satisfactorily, he/she shall be returned to his/her former job without loss of seniority. Should an employee return to his/her former position, the bumping process shall be activated using employee seniority.

14.3 Layoff

In the event a layoff is necessary, employees shall be laid off, based on the positions to be reduced, within each section on the basis of seniority. The employee to be laid off shall have the right to bump another employee as follows:

(a) First, within the employee's division, subject to the ability of the effected employee to perform the duties of any other position in that division, as determined by the General Manager. For the purposes of this Article, Meter Reader and Service Truck Operator positions will be included in the Operations Division.

(b) If the employee to be laid off cannot bump within his/her division under subsection (a) and such employee has accepted a promotion or transfer which places him/her in the current division, such employee

shall retain the right to bump back into their former position on the basis of seniority.

14.4 Recall

Employees shall be recalled in inverse order of layoff, provided they meet the requirements for the vacant position as stated in the class specification.

A recalled employee shall be considered qualified to participate in any benefits for which qualification was established prior to layoff.

Laid off employees shall retain recall eligibility for up to twelve (12) months.

ARTICLE 15 SAVING CLAUSE

The provisions of this Agreement are declared to be severable, and if any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, the remaining sections, subsections, sentences, clauses, and phrases of this Agreement shall remain in full force and effect for the duration of this Agreement. It is the intent of the parties that the Agreement shall stand, notwithstanding the invalidity of any part or subpart.

Upon receiving a decision from a court of competent jurisdiction that any portion of this Agreement is invalid, or if legislative action should invalidate any provision of this Agreement, the parties shall then enter into collective bargaining on that invalid provision for the purpose of arriving at a satisfactory replacement for such invalidated provision. Bargaining will commence within ten (10) days or at such other time as is mutually agreed upon by the parties.

ARTICLE 16 PERSONAL GEAR POLICY

The Board shall furnish rain pants, raincoat, hard hat, clothing protectors, and the appropriate safety equipment, and if required for their job, a reimbursement to each employee every year, for the purchase of a pair of footwear, as specified by the General Manager, for footwear worn on the job on a regular basis. The reimbursement may be up to two hundred twenty-five dollars (\$225.00) annually. Receipts evidencing the purchase of the Board approved boots shall be required before any reimbursement shall be made.

ARTICLE 17 SHOP STEWARDS

17.1 List

The Board shall recognize three (3) Shop Stewards. The Union shall provide the Board with a list of authorized Shop Stewards and shall update that list as necessary.

17.2 Grievance Investigations

The function of the Shop Steward is to investigate and process grievances. Investigation and processing of grievances shall be at a time during the work day mutually agreeable between the parties; the grievant and the Shop Steward shall be allowed time off without loss of pay or other benefits.

Only one (1) Shop Steward will be in pay status for any one grievance. The Board is not responsible for any compensation of employees or Shop Stewards for time spent investigating or processing grievances outside their regularly scheduled hours of employment.

17.3 Non-Discrimination

There shall be no reprisal, coercion, intimidation, or discrimination against any Shop Steward for the conduct of the function described herein.

17.4 Union Business

There shall be no soliciting of employees for Union membership or other Union activity which interferes with assigned duties during work hours.

ARTICLE 18 – NEW EMPLOYEE ORIENTATION

Thirty (30) minutes shall be granted for a representative of the Union to make a presentation to new employees on the employees' first day of work for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. This time is not to be used for discussion of labor-management disputes. If the Union representative is an employee of the Water Board, the employee shall be given time off with pay for the time required to make the presentation. If – either because of the Union's or the Employer's operational needs – it is not possible for the presentation to take place on the new employee's first day of work the presentation will be scheduled for a mutually agreed time no later than fourteen (14) days from the date of hire. The Union agrees temporary employees will not make presentations at new employee orientations.

ARTICLE 19 INTEGRATION/TERM OF AGREEMENT

19.1 Integration/Past Practice

This agreement terminates and suspends all proposals or counterproposals, agreements, procedures and traditions on all matters covered herein and the interpretation thereof, except for those specific written resolutions, policies, and rules and regulations established prior to this Agreement. All existing employee rights and benefits established by past practice which are within the areas of employment relations as defined by ORS 243.650(7) shall continue during the life of this contract. For the purposes of this section, past practices are those that are long continued and well understood as a fixed practice, accepted by both parties, and have been acted upon as such in the past.

19.2 Term of Agreement

This agreement shall be effective as of July 1, 2022, and shall remain in full force and effect until the 30th day of June, 2025.

If either party wishes to renew or modify the Agreement as of July 1, 2022, notification of such renewal or modification(s) must be submitted in writing to the other party by January 1, 2025. Negotiation(s) are to begin by January 15, 2025. This agreement shall be automatically renewed from year to year unless either party provides written notice of intent to modify as specified above.

This Agreement shall remain in full force and effect during the period of negotiations, except that if a new Agreement is not reached by July 1, 2025, the Agreement may be terminated by giving the other party at least thirty (30) days written notice of its intent to terminate the Agreement.


This Agreement may be terminated at any time by mutual agreement of the parties.

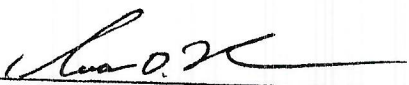
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OREGON PUBLIC EMPLOYEES UNION
LOCAL 697

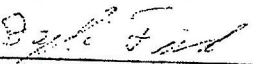
By Melissa Unger
Melissa Unger, Executive Director
Date 3/29/2022


COOS BAY-NORTH BEND WATER BOARD

By [Signature]
Date 04/07/2022 Charles J. Sharps Ph.D, Chair

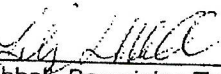
By 
Sarah Westover, SEIU Organizer
Date 3-22-22

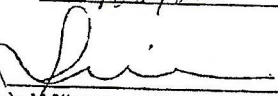
By 
Ivan Thomas, General Manager
Date 3/23/2022

By 
Doyle Fish, Bargaining Team
Date 3-22-22

By 
Jason Mills, Bargaining Team
Date 3-22-2022

By Wanda M Pickett
Wanda Pickett, Bargaining Team
Date 3/22/2022

By 
Lily Hubbert, Bargaining Team
Date 3/22/22

By 
Sara Wilkerson, Bargaining Team
Date 3/22/2022

LETTER OF AGREEMENT

Labor Management Committee (Converting LOA Employee Communication Committee)

In recognition of the benefits of ongoing communication and collaboration, a joint Labor Management Committee may be established and replace the Employee Communication Committee. This committee shall consist of equal numbers of represented and non-represented employees. The Labor-Management Committee will consist of three (3) bargaining unit representatives, one (1) SEIU Local 503, OPEU representative to be appointed by the Union and up to four (4) Employer representatives appointed by the Board. The committee may be called to from anytime upon agreement between the Union employee representative president and the General Manager of the Water Board.

In order to facilitate communication between parties, the committee would meet regularly, at least once a calendar quarter or when mutually agreed upon by the parties until it is realized by both parties, there is no longer a need to meet.

CBNBWB/SEIU employees appointed to the Labor-Management Committee shall be in pay status during the time spent in committee meetings. The Committee shall be on a meet-and-confer basis only and shall not be construed as having either the authority or the entitlement to negotiate. The Committee shall not have the power to contravene any provision of the Collective Bargaining Agreement. Unless otherwise provided, no discussion or review of any matter by the Committee shall forfeit or affect the time frames related to the grievance procedure. The activities and results of the Labor-Management Committee shall not be cited as precedent setting unless mutually agreed upon by all parties. Only topics related to the Collective Bargaining Agreement and/or matters covered by the grievance procedure are exempt from discussion. Notes from the meeting will be approved by consensus and distributed for the benefit of all employees.

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