



COLLECTIVE BARGAINING AGREEMENT

June 1, 2021 – December 31, 2024

Between

**SEIU Local 503, OPEU,
COID LOCAL 592**

PO Box 12159, 1730 Commercial St., SE, Salem, OR 97309
541-385-8471 or 800-832-0593

And

The Central Oregon Irrigation District

1055 SW Lake Ct, Redmond, OR 97756

541-548-6047 Fax: 541-548-0243

<http://www.coid.org>

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into by Service Employees International Union (SEIU) Local 503, Oregon Public Employees Union (OPEU), hereinafter referred to as the "Union" and the Central Oregon Irrigation District, hereinafter referred to as the "Employer". This Agreement incorporates the sole and complete Agreement reached between the Union and the Employer.

Now, therefore, it is hereby agreed by and between the parties as follows:

PURPOSES

The purposes of this Agreement are to promote the settlement of labor disagreements by conference, to prevent strike and lockouts, and to prevent avoidable delays and expense. Both parties pledge their efforts to these purposes.

ARTICLE 1 - RECOGNITION

Section 1.

(a) The Employer recognizes the Union as the exclusive representative of all bargaining unit employees of the Employer, including but not limited to gate tender, maintenance and patrolmen positions, excluding supervisory, confidential, less than 1/2 time regular, temporary, seasonal, casual employees, and others excluded by ORS 243.650 to ORS 243.782 and, as certified by the Oregon State Employment Relations Board on April 17, 1980, in ERB Case No. C-24-80 (the "bargaining unit"). The term "employee" as used in this Agreement refers to bargaining unit employees.

Section 2. Individual Agreements.

The Employer hereby agrees that, during the duration of the Agreement, it shall not enter into any individual agreement with any of the employees as set forth under Section 1 above, nor with any other labor organization purporting to represent the employees within this bargaining unit.

Section 3.

Only members of the bargaining unit shall perform bargaining unit work with the following exceptions:

1. Supervisory personnel may operate equipment, but not to the displacement or reduction of hours of a regular employee, or in the case of emergency. The Employer reserves the right to utilize subcontractors for special limited duration projects outside the scope of bargaining unit's regular duties. The Employer also reserves the right to utilize subcontractors for special limited duration projects within the scope of the bargaining unit's regular duties with the understanding that Article 1, Section 3, Subsection 2 shall apply.
2. Temporary employees hired for up to 150 days may perform bargaining unit work, provided that they do not displace or reduce the hours of current, regular employees. There shall be no restriction on the number of temporary employees hired by the Employer. However, the

Employer will not use temporary employees in a successive series or "back to back" in order to circumvent filling a full-time, regular vacancy.

ARTICLE 2 - EMPLOYEE RIGHTS

Section 1. Union Dues Deduction.

(a) Applications for Union membership shall first come to the Union. The Union will submit membership applications to the Employer on the tenth (10th) of the month for payroll deduction of Union dues on the following first (1st) of the month.

(b) Dues will continue to be deducted for an employee who is a Union member until such employee rescinds the request in writing or as otherwise provided by applicable law. Copies of all such requests for membership cancellation shall be transmitted to the Union.

(c) The aggregate deductions of all members with an itemized statement shall be remitted to the Union no later than the tenth (10th) of the month following the month for which the deductions were made. The itemized listing of Union members shall reflect employee terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, salary changes, name changes, or any other personnel action which would affect the amount of dues withheld, provided, such itemization is within the Employer's capabilities.

(d) The Employer agrees to automatically increase/decrease the dues amount for employees whose salary increases/decreases.

Section 2. The Union will indemnify and save harmless the Employer from any and all claims and disputes by reason of its acting as collector pursuant to this Article, or any other Article under this agreement, and otherwise in accordance with ORS 243.806.

Section 3. The Union shall have the right to install and use a bulletin board within the Employer's office building. It is understood that the Employer shall designate the location where the bulletin board shall be installed along with the motif.

Section 4. The exclusive representative shall have the right to visit with members of the bargaining unit during working time as long as such visitations do not unreasonably interfere with the employee's work assignment. The intent of this provision is to allow the exclusive representative to visit with a member of the bargaining unit during working hours but shall not include the privilege of assembly of two (2) or more members at any one time.

Section 5. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, union affiliation or political affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement.

Section 6. All references to employees or officers in this Agreement designate all sexes, and wherever the male gender is used, it shall be construed to include all employees.

Section 7. There shall be no limit on production by workers or restriction on the full use of tools or equipment. There shall be no restrictions other than may be required by safety regulations on the number of persons assigned to any crew or to any service or the supervision thereof.

Section 8. The Employer 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 Employer against any employee because of Union membership or because of an employee's lawful activities in an official capacity on behalf of the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. The Union agrees that all management's rights, functions and prerogatives, not expressly delegated in this Agreement are reserved to the Employer.

Section 2. This Agreement constitutes the full and complete Agreement between the Union and Employer. The provisions herein relating to terms and conditions of employees supersede any and all prior agreements, practices, Employer policies, rules and regulations concerning terms and conditions of employment, insofar as such are inconsistent with the provisions of this Agreement. Any disagreement between the Union and the Employer with respect to this Section shall be subject to the Grievance Procedure.

ARTICLE 4 - MAINTENANCE WORK SCHEDULES

Section 1. Workday. The workday will consist of eight (8) consecutive hours worked in a twenty-four (24) hour period, Monday through Friday. Normal starting time shall be between 6:00 a.m. to 8:00 a.m.

Section 2. Workweek. The workweek shall commence Monday morning and shall consist of five (5) consecutive days of eight (8) hours.

Section 3. Early Starting Time. As an exception to Section 1, a starting time earlier than 8:00 a.m. may be established by mutual agreement between the employees involved and the Employer. However, this earlier starting time may not commence prior to 6:00 a.m., and the affected employees will receive five (5) days prior notification of such earlier starting time arrangement, with the exception of emergency conditions, e.g., canal breaks, major mechanical breakdowns or conditions beyond the control of the Employer.

Section 4. Show Up Time. Employees who have not been given notice not to report to work at least one (1) hour prior to the normal or early starting time of their shift who report for work shall be paid a minimum of two (2) hours pay at their applicable rate of pay.

Section 5. Mealtime. Employees shall be provided an opportunity to enjoy a unpaid meal time of not less than one-half (1/2) hour nor more than one (1) hour to be designated by the Employer as near as

possible to the mid-point of their shift. It is the employee's responsibility to take the agreed-upon mealtime break.

Section 6. Rest Periods. In addition to the meal period, a rest period of not less than fifteen (15) minutes shall be given employees covered hereunder, without deduction of pay, for every four (4) hours or major part thereof worked in one shift. It is the employee's responsibility to take the appropriate rest period.

ARTICLE 5 - MAINTENANCE OVERTIME

Section 1. Overtime shall mean work performed by a maintenance employee in excess of eight (8) consecutive hours in a twenty-four (24) hour period or forty (40) hours in a seven (7) day period. The exception to this section shall be if employees voluntarily exchange shift of work or days of work.

Section 2. Any extra assignment of call out work shall be paid a minimum of two (2) hours of overtime pay. Travel time to and from such work will be considered as work time. If away from the Employer's territory, expenses such as food and lodging will be paid by the Employer.

Section 3. Overtime shall be compensated at the rate of time and one-half (1-1/2) the regular rate of pay. The employee shall have the option of taking compensatory time in lieu of overtime pay. Comp time may be accrued up to a maximum total of 240 hours. Compensatory time usage shall be mutually agreed to between the Employee and supervisor. The employee will be paid in cash for any compensatory time off hours in excess of 150 hours as of November 1. Unused compensatory time may be paid in cash on a regular payday with the manager's approval.

Section 4. If an employee is called to work four (4) continuous hours before the employee's regular work shift, they shall receive a breakfast allowance of six dollars (\$6.00) or a comparable meal to be provided on the work/job site. If an employee is required to work four (4) continuous hours after the employee's regular work shift, they shall receive a dinner allowance of ten dollars (\$10.00) or a comparable meal to be provided on the work/job site.

ARTICLE 6 - SALARIES AND SALARY ADMINISTRATION

Section 1. On the recommendation of the Manager, a new employee may be placed at any level of the salary schedule. Otherwise, all new employees shall be placed on the salary schedule at the lowest level for the classification of work to be performed.

Section 2. The employee's anniversary date shall be the first day worked and shall not be changed for any reason during the employee's tenure of continuous employment with the following exception: Should a new hire be placed at a higher wage level than the base level, that employee will remain at that level until the anniversary date that coincides with that level.

Section 3. Pay periods end for the purposes of this Agreement the twentieth (20th) day of each month with the payday for that period to fall on or before the last workday of that month.

Section 4. Employees will be required to fill out time worked in the employer's time keeping system. These reports shall be completed promptly.

Section 5. Whenever an employee is discharged by the Employer, or where employment is terminated by mutual agreement, all wages earned and unpaid less any amounts owed to the Employer shall become due and payable immediately.

Section 6. Whenever termination of employment results in a reduction of force for reasons of efficiency, fluctuation or cessation of work assignment, such terminations shall not be regarded as discharge or termination by mutual agreement, but all wages, PTOPTO and/or compensation time less any amounts owed to the Employer at the time of such termination shall become due and payable not later than forty-eight (48) hours thereafter.

Section 7. When an employee quits, all wages earned and unpaid at the time of quitting, less any amounts owed to the Employer, shall become due and payable immediately if employee has given not less than one (1) week notice, excluding Saturday, Sunday and holidays, of the employee's intention to quit employment. If notice is not given, wages shall be due and payable on the next regular payday as provided under Section 3 hereinabove, after employee has quit.

Section 8. The Employer's paycheck shall provide for an itemization of deductions to show the amount and purpose of such deductions made during the respective period of service which such payments cover. Due to limited space on paychecks, however, each employee's records shall be available for inspection upon reasonable request.

Section 9. The employees covered hereunder shall promptly report any wage claims to their supervisor within thirty (30) days. Failure to so report wage claims within the limits set forth herein shall constitute a waiver thereby and the employee is barred from grieving such hereunder.

Section 10. In the event an employee is assigned to work at a higher paid classification for four (4) or more hours in one shift, such employee shall receive the higher classification wage rate for the entire shift.

Section 11. Hourly wages shall be paid at the rates set forth in Appendix A, based upon years of service, with the annual COLA increases as set forth in Appendix A. All future COLA increases shall reference and be based upon the CPI West for COLA increases. https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm.

Section 12. Reimbursement for cell phone usage is \$800 per year and is pro-rated per month.

ARTICLE 7 - CLASSIFICATION OF POSITIONS

Section 1

Each employee shall be paid the rate specified in the attached salary schedule, except as agreed under Article 6, Salaries and Salary Administration, Section 1. The Employer shall maintain written specifications and position descriptions for each classification within the service. Position descriptions

shall include class title, salary range, a description of duties and responsibilities, a statement of qualifications necessary to perform the work and the work hours that apply to the position.

ARTICLE 8 - EMPLOYEE BENEFITS

Section 1. Health and Hospitalization Insurance.

(a) Effective June 1, 2021 and for the 2021 calendar year, eligible employees may participate in the health insurance plan selected by Employer's employees (and as approved by Employer's Board of Directors) on or before May 1, 2021. Thereafter, the selection of the health insurance carrier and health insurance plan for subsequent calendar years shall be made on or before July 1 of each year by the majority vote of all regular full time and part time employees of Employer (including non-bargaining unit employees) but with all selections subject to and conditioned on the approval of Employer's Board of Directors, with such health insurance effective on January 1 of the following calendar year. The Board of Directors will seek outside bids from insurance carriers 3 months prior to renewal date for all employees to review. The Board of Directors will administer and educate staff on insurance options selected for the term of the contract (June1, 2021 to December 31, 2024)

(b) Regular full-time and part-time employees and their dependents are eligible to participate in the selected group health insurance plan. Temporary, casual and seasonal employees are not eligible to participate in the plan. Eligible employees may sign up for insurance the beginning of the calendar month following their hire date.

(c) It is understood that the Employer's only obligation is to provide an health insurance policy for eligible employees to participate in and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

(d) Eligible employees shall receive a \$2,000 benefit allowance per calendar month, for the term of this contract (June 1, 2021- December 31, 2024) which the employee may apply (via a payroll deduction) towards the employee's health insurance premium, dental or vision coverage, or any other benefit or insurance program provided by Employer. The cost of benefit selections in excess of an employee's \$2,000 monthly allowance are the sole responsibility of the employee and shall be deducted from the employee's paycheck. Any portion of the benefit allowance not used for Medical or Retirement benefits by an employee shall be paid out as wages in the applicable month. An employee is eligible for the \$2000 benefit allowance for as long as the employee is employed by the Employer.

(j)COID will implement an IRS Section 125 Voluntary Flexible Spending Account plan effective January 01, 2005. Section 125 accounts will be administered per IRS regulations and will be maintained at no cost to the employee. Employees may contribute up to the annual amount allowed by law.

Section 2. Public Employees Retirement System

(a) Employees shall contribute six percent (6%) of their salary to the Public Employees Retirement Fund or an Individual Account Program as required by ORS 238.005 to

238.750. The Employer shall withhold from salary the employee's contribution, with other required withholding, and shall pay the amount withheld for retirement directly to PERS. The employee shall receive no option to receive the amount directly. Employee's contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414(h)(2).

- (b) Once the amounts are deposited, the Employer's obligation is satisfied and the Employer has no further obligation to the employee regarding retirement benefits unless and until retirement obligations are required by law.

ARTICLE 9 - LEAVES OF ABSENCE

Section 1. Witness or Jury Duty.

(a) When an employee is called for jury duty the employee will not suffer any loss of compensation. All monies received for jury duty will be surrendered to the Employer. Employees will report for work when less than a normal workday is required by such duty.

(b) When an employee serves as a witness when such service is required by the Employer or when such service is approved by the Manager, they will not suffer any loss of compensation. All monies received for such service will be surrendered to the Employer. Employees will report for work when less than a normal workday is required by such duty.

Section 2. Leave of Absence Without Pay.

(a) A employee may be granted a leave of absence without pay of up to six (6) months when approved by the Employer and will not interfere with the operating requirements of the Employer. A request shall not be unreasonably denied. An employee's position will be held open until the ending time stated in the leave request, after which reinstatement is dependent upon the availability of the position's vacancy for which the returning employee is qualified. Requests for a leave of absence must be in writing, stating the beginning and ending time of the leave and must establish reasonable justification for approval of the request.

(b) Military, disability and family medical leave (if applicable) shall be in accordance with the Oregon Revised Statutes.

Section 3. Personal Leave.

(a)Amount: A patrolman will be granted paid personal leave days as follows Personal leave will be granted on June 1 and must be used between June 1 of the current year and May 31st of the following year. Personal leave days will not be cashed out at the end of the period stated above or upon separation of employment.

Patrolman Personal Days

Years	Personal Days
1	2
2-6	4
7-19	6
20+	8

(b)Requests: Requests for personal leave must be made via electronic calendar to the Manager, or the employee’s designee, where time permits, at least three (3) days in advance.

ARTICLE 10 - OPERATIONS AND MAINTENANCE PTO

Section 1. PTO

Effective June 1, 2021, all collective bargaining unit employees’ existing PTO and sick leave benefits shall terminate and will be superseded and replaced in their entirety with this paid time off provision. Effective June 1, 2021, Employer will combine PTO benefits and sick leave benefits into one bank of paid time off (PTO) for eligible employees, and employees will no longer accrue PTO and sick leave benefits separately.

On or about June 1, 2021, Employer will carryover and deposit an employee’s accrued (unused) PTO time accrued through May 31 2021 into a PTO account.

Effective June 1, 2021 and each June 1 thereafter, employees who are regularly scheduled to work at least thirty (30) hours per week will be assigned and are eligible to use paid time off (PTO) in accordance with this provision. Employees who work less than 30 hours per week are not assigned or otherwise eligible for PTO. Assigned PTO can and must be used and reported for any absence from work for personal reasons, including PTO and sick time.

Employees who are regularly scheduled to work forty (40) hours per workweek are assigned PTO on June 1 of each as follows:

Length of Service	Accrual Rate Per Calendar Month For Purposes of Payout Upon Separation	Assigned PTO
1 year	10 hours	120 hours
2-6 years	13.33 hours	160 hours
7-19 years	16.66 hours	200 hours
Over 20 years	20 hours	240 hours

Employees who work less than 40 hours per week, but at least 30 hours per week, are assigned PTO on a pro-rated basis. Eligible new hires or employees who are employed less than a full year will be assigned

a pro rata percentage of PTO hours to which the employee would be entitled for an entire calendar year based upon on the number of hours the employee was actually employed by the District for the year.

Employees are eligible for the applicable higher PTO assignment rate on the date of hire anniversary date.

Effective June 1, 2021, an eligible employee’s unused sick leave that accrued under Employer’s former sick leave policy shall remain separate from PTO and intact (“carry over sick leave”), but there shall be no additional accrual of sick leave under Employer’s prior policy. An employee must first use a minimum of 40 hours of accrued PTO for any sick leave or health related absences per calendar year, and thereafter may utilize any available carry over sick leave (or PTO, at the employee’s option) for any additional sick leave or health-related absences in excess of 40 hours per calendar year. Employees must timely and accurately report and record the use of any carry over sick leave in Employer’s time keeping system, which shall be paid at the employee’s regular rate of pay at the time it is taken (and does include overtime, holiday pay, premium rates, or bonuses). Carry over sick leave shall not be cashed out at any time, including upon termination of employment.

Employees may carryover up to a maximum total of 80 hours of assigned (unused) PTO from year to year (as of June 1). Every December and May, current employees may elect to cash out assigned (unused) PTO as follows.

PTO

	PTO	Cash out	Roll over	Use it or lose it
Year 1	15 days	0	10	5
Year 2-6	20 Days	5	10	5
year 7-19	25 Days	10	10	5
over 20	30 Days	15	10	5

Except when required by law, any time off work in excess of an employee’s assigned, unused PTO (or carry over sick leave, as applicable) is subject to Employer approval and is without pay.

Except for carry over sick leave (as described herein), PTO must be used by employees for any absence from work for personal reasons and must be used in one-hour increments. Use of PTO must be accurately reported and recorded by the employee in the Employer’s time keeping system (including partial day absences) and used and reported according to your normal workday. For example, if you normally work an eight-hour day and take off a full day, you must request and record the use of eight hours of PTO.

Assigned PTO is paid at the employee’s regular rate of pay at the time it is taken. It does not include overtime, holiday pay, premium rates, or bonuses.

Employees who wish to use PTO for vacation are subject to supervisor approval and the needs of the business.

Except for carry over sick leave (as applicable), assigned PTO must also be used for a sick leave absence as more fully described herein and below (see Procedures for Use of Sick Leave).

Employees who have worked at least one full year of continuous employment as of the date of separation will be paid for assigned (unused) PTO on a pro-rated (accrual) basis (as set out above) at the time of termination of employment. For example, a third-year employee who separates on December 1 after using 40 hours of PTO will have 40 hours of assigned PTO cashed out at termination (or alternatively, if 80 has been used as of December 1, no PTO will be cashed out. Employees who have worked less than one year at of the date of separation will not have any portion of their assigned (unused) PTO cashed out at termination. No other or additional PTO shall not be cashed out upon termination of employment.

Section 2. Sick leave

Effective June 1, 2021, employees who are regularly scheduled to work less than 30 hours per workweek will be assigned paid sick leave in accordance with this policy. Employees who work 30 or more hours per workweek do not accrue and will not be assigned additional sick leave (PTO only).

On June 1 of each calendar year, employees who work less than 30 hours per workweek will be assigned a total of 40 hours of paid sick leave that is available for use during that the following 12-month period, pursuant to the terms and conditions of this policy. New hires or employees who are employed less than a full year will be assigned a pro rata percentage of sick time hours to which the employee would be entitled for an entire twelve-month period year based upon on the number of hours the employee was actually employed by the District for the year (i.e., 20 hours for those hired on December 1).

New employees may not use sick leave until the 91st day of employment. Assigned sick leave must be used in the year it is assigned. Employees may not carry over previously accrued or assigned and unused sick leave into a subsequent year (use it or lose it in the year it is assigned). Unused sick leave is forfeited as of the end of the year (May 31) in which it was assigned.

Employees must use assigned sick leave in hourly increments. All absences for qualified sick leave purposes will be applied against an employee's accrued sick leave. All sick leave absences and all use of sick leave must be accurately reported and recorded by the employee in Employer's time keeping system. Sick leave is paid at the employee's regular rate of pay at the time it is taken. It does not include overtime, holiday pay, premium rates, or bonuses.

Unused sick leave will not be cashed or paid out at any time, including upon the termination of employment.

Section 3. Procedures for Use of Sick Leave.

Assigned PTO used for sick leave absences (or carry over sick leave, as applicable) and assigned sick leave must be used and reported for the following absences from work: absences due to an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment, or for preventative medical care; to care for a qualified family member with a mental or physical illness, injury or health condition, to care for an qualified family member who needs medical diagnosis, care or treatment, or for care of an qualified family member who needs preventative medical care; for absences covered by the Oregon Family Leave Act (OFLA) (parental leave, serious health condition leave,

bereavement leave, and/or sick child leave); for a qualified leave for domestic violence, sexual assault, harassment or stalking; or for any other absence covered by the Oregon sick leave law (collectively referred to in this policy as “sick leave”). Leave that may be available or provided pursuant to OFLA or FMLA (if applicable) runs concurrently with sick time taken under these provisions.

For foreseeable sick leave absences, employees must comply with Employer’s usual and customary written notice and procedural requirements for requesting time off, including its call-in procedure for absences. If the reason for sick time is a foreseeable absence (i.e., a pre-scheduled appointment), employees must provide at least ten (10) days’ advance notice or notice as soon as practicable. Employees shall make a reasonable effort to schedule the use of such leave in a manner that does not unduly disrupt District operations, such as during peak business hours, or when work is time-sensitive or mandatory meetings are scheduled. If the need to use sick leave is not foreseeable, such as an emergency, accident or sudden illness, an employee must give notice to Employer before the start of the employee’s shift, or when circumstances prevent the employee from providing notice before the start of the employee’s shift, as soon as is practicable. If possible, an employee must include the anticipated duration of the sick leave time requested in their request for leave. Employees must also inform Employer of any change in the expected duration of the sick leave as soon as is practicable. Employees who fail to provide the notice required by this policy, or who fail to make a reasonable effort to schedule sick leave in a manner that does not unduly disrupt District operations, may be subject to disciplinary action.

Employer may require medical verification or certification of the need for or use of sick leave, as allowed by law. If Employer has requested written documentation or verification of the use of sick time as provided in this policy, Employer is not required to pay sick time until the employee has provided such documentation or verification. If an employee fails to provide the requested verification or certification as required by this policy and/or the law, Employer is not required to pay for the use of sick time for the absence until the proper verification or certification verifying the absence is provided by the employee. In addition, the employee may be subject to disciplinary action for violating its policies and procedures.

Section 4. PTO Scheduling.

A PTO schedule shall be logged into the electronic vacation calendar and, where possible, the Employer shall honor such requests. Conflicts regarding one or more employees from the same department seeking PTO leave at the same time shall be resolved by the Employer by first considering the needs of the Employer and second by the employee's seniority. Patrolmen are expected to take a minimum of two (2) formal PTO days during the irrigation season.

Section 5. PTO Pay.

PTO pay shall be computed at the applicable straight time hourly rate of pay.

Section 6. Holiday During PTO.

If an employee's PTO period includes a holiday as specified in Article 11 Holidays, the employee shall receive the specified holiday pay in lieu of PTO pay.

(a) All unused PTO credits accumulated at termination, retirement, or death shall be paid in cash to the employee, or in the case of death to the employee's heirs.

Section 7. Holiday During Irrigation Season

Patrolmen will be paid for Memorial Day, 4th of July observed Holiday and Labor Day as holiday pay in addition to the hours worked for that day

ARTICLE 11 – HOLIDAYS

Section 1. The following holidays shall be paid holidays:

- New Year's Day, January 1
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Veterans' Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- Day after Thanksgiving
- Christmas Day, December 25
- Employee's birthday

Section 2. Any day designated by the President of the U.S., or the Governor of the State of Oregon, shall be observed holidays without pay unless statutorily required.

Section 3. When a holiday falls on a Sunday the following Monday shall be recognized as a holiday; and, when a holiday falls on a Saturday, the preceding Friday shall be recognized as a holiday.

Section 4. In the event the employee is required to work on a holiday that falls during the employee's regularly scheduled workday, the employee shall receive the holiday pay at the employee's straight time hourly rate of pay in addition to the actual hours worked, paid for at the employee's regular straight time hourly rate of pay.

Section 6. Payment for holidays shall be based on 173.33 hours per month.

ARTICLE 12 - TRAVEL ALLOWANCE

Section 1. The Employer will provide patrolmen with transportation during the irrigation season. During the maintenance season, patrolmen will be provided transportation and pay for that benefit in accordance with Internal Revenue Service (IRS) regulations. Maintenance employees will be provided with transportation when they are on standby status

Section 2. Those employees who are required to drive company vehicles and transport other employees to and from work shall be compensated at their straight time rate for such time spent transporting other employees.

Section 3. When employees are required and authorized to use their own vehicle, they shall be paid at the current I.R.S. rate per mile.

ARTICLE 13 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Grievance Definition. A grievance shall mean an allegation by an employee or his /her representative that the Employer has violated a specific provision(s) of this Agreement.

Section 2. Representative. The Employer or the employee may be represented during any step of the procedure by any person or agent designated by such party to act on the employee's behalf. An employee alleging discrimination may have legal counsel, at the employee's expense, representing the employee's interest.

Section 3. Definitions and Interpretations.

(a) Extension: Time limits specified in this Agreement may be extended by mutual agreement.

(b) Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by State Law.

(c) Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period of computed shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

(d) Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitations and Waiver. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Manager or designee and Union, setting forth the facts and the specific provision of the Agreement allegedly violated, or the acts of discrimination allegedly committed, and the particular relief sought within fifteen (15) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute waiver of the grievance.

Section 5. Any grievance which may arise between the parties to this Agreement shall be settled as set forth below:

Step 1. The employee, with or without Union representative, shall take up the grievance or dispute with the immediate supervisor within fifteen (15) days of its occurrence or within fifteen (15)

days of knowledge of its occurrence. The immediate supervisor shall respond to the employee within ten (10) days.

Step 2. If the grievance remains unsettled, the employee or Union representative may within ten (10) days after the reply of the immediate supervisor is due, submit written notice to the next line supervisor, including (a) statement of grievance and relevant facts, (b) provisions of Agreement violated, and (c) remedy sought. The next line supervisor shall respond to the employee with ten (10) days.

Step 3. If the grievance remains unsettled, the employee or Union representative may within ten (10) days after the reply of the next line supervisor is due, submit the grievance to the Manager. The Manager shall meet, within ten (10) days of receipt being due from the next line supervisor, with the aggrieved employee and/or Union representative to attempt to resolve the grievance.

Step 4. If the grievance cannot be resolved at the meeting with the Manager, the employee or Union representative shall notify the Manager in writing of the intent to arbitrate the grievance.

Section 6. Employer grievances shall be submitted initially at Step 3 and shall be submitted to whomever the Union designates.

Section 7. After the grievance has been so submitted, the parties or their representatives shall either singularly or jointly request the Employment Relations Board for a list of names of five (5) arbitrators. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternately striking names. The grievant shall strike the first name objectionable to him/her. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the employee shall have no power to alter, modify, add to or subtract from the terms of this Agreement. Employee's decision shall be within the scope and terms of the Agreement and in writing.

The arbitrator shall be asked to submit his award within thirty (30) days from the date of the hearing.

The Employer and the Union shall equally divide the compensation of the arbitrator's fee and the cost of any hearing room unless such are paid by the State of Oregon.

Any and all-time limits specified in the grievance procedure may be waived by mutual consent in writing of the parties. A grievance may be withdrawn at any time upon receipt of a signed statement from the Union or the employee.

ARTICLE 14 - SAVINGS CLAUSE

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

ARTICLE 15 - SENIORITY

Section 1. An employee's seniority shall be computed from the first date of hire and shall be based on the continuous length of service with the Employer.

Section 2. New employees shall be on probation during first six (6) months of employment. The probationary period does not impact seniority. Seniority is based on anniversary aka. date of hire.

Section 3. When job openings occur in the bargaining unit, the Employer will mail and post a notice of such openings on the bulletin board for a period of seven (7) days prior to accepting new applicants. The Employer reserves the right to hire and fill vacancies with the most qualified applicant. In the event two (2) or more applicants are equally qualified, the employee with the most seniority shall be given preference. The Employer's decision is final and shall not be arbitrary.

Section 4. Regular employees of the Employer shall serve a probationary period of thirty (30) days when promoted to a higher classification. If the employee does not successfully complete the thirty-(30) day probationary period, they shall return to the employee's previous position.

Section 5. Non-Union job openings will be posted for all employees with no waiting period.

ARTICLE 16 - LAYOFF

Section 1. In the event a layoff is necessary, the Employer shall give the employees 90 days written notice in advance of the effective date, or offer 60 days' pay, health, dental and term life insurance in lieu of notice. This notice is not required for temporary or seasonal layoffs of less than 30 days. Layoff shall be solely by seniority based on the length of service with the Employer unless an employee with less seniority is substantially more qualified. Layoffs of thirty (30) calendar days or less shall be by seniority unless an employee with less seniority has needed skills, abilities, qualifications and experience as determined solely by the Employer.

Section 2. Employees who have been laid off will receive priority consideration for job openings they are qualified to perform for a period of six (6) months after such layoff. During that time, notices of all openings will be mailed directly to the laid off employee's last known mailing address. It shall be the employee's responsibility to keep the Employer apprised of their current mailing address for that period. Employees who fail to respond within five (5) working days after notification shall have their name removed from consideration.

Section 3. No new employees shall be hired within the first six (6) months after the layoff in any vacated position until all employees on layoff status have had an opportunity to return to work in their former position.

ARTICLE 17 - PERSONNEL RECORDS

Section 1. Each employee shall have the right to review the contents of the employee's own personnel file. At the employee's option, they may request to be accompanied by a Union representative of the employee's choosing.

Section 2. Subject to Oregon' public records laws, access to an employee's personnel file shall be limited to that employee and/or the employee's designated representative, such supervisors and administrators of the Employer who are assigned to review or place materials therein, and such clerical

personnel whose duty it is to maintain personnel files, providing such access does not conflict with applicable law.

Section 3. No material, which in any form can be construed, interpreted or acknowledged to be derogatory towards the employee, shall be placed in an employee's personnel record that does not bear either the signature of the employee indicating that they have been shown the material, or a statement by the employee's supervisor that the employee has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee upon request. An employee's personnel records shall be available for inspection upon reasonable request.

Section 4. Letters of caution, consultation, warning, admonishment, and reprimand shall be considered temporary contents of the personnel records and shall be removed and destroyed no later than three (3) years after they have been placed in the employee's personnel file. Disciplinary action for serious violations (as determined by Employer), such as violations of Employer's anti-discrimination and anti-harassment policies, shall remain in the employee's personnel file but may be petitioned by the employee for removal. Any violation prior to June 1, 2021 will be removed after 3 years.

Section 5. Material placed in the personnel record of an employee without conforming with the provisions of this Article will not be used by the Employer in any disciplinary proceeding involving the employee.

Section 6. All letters and material of commendations shall become a permanent part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the personnel file.

ARTICLE 18 – CAUSE

Section 1.

(a) Non-probationary employees shall be disciplined or discharged for just cause only. The Employer agrees to utilize progressive discipline for non-probationary employees, except in the event of serious violations, such as violations of Employer's anti-discrimination and anti-harassment policies. The Agreement acknowledges the Vehicle Safety Program adopted by the Board of Directors in July 2008.

(b) When there is evidence of unsatisfactory conduct, the Employer agrees to verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation.

(c) Following a verbal reprimand and an opportunity for the employee to correct the situation, the Employer may issue a written reprimand, or if the situation warrants, the Employer may institute appropriate action provided that the employee may request and shall be granted the right to have a Union representative present during any or all discussions between the Employer and the employee regarding the situation.

Section 2. If the Employer has reason to discipline an employee, it shall be done in a manner that is not intended to embarrass or humiliate the employee before other employees or the public.

Section 3. Reasons for disciplinary action will not be expanded upon at a later date.

Section 4. The Employer agrees to discharge a non-probationary employee for cause and waive the preliminary steps of the grievance procedure and move immediately to binding arbitration.

ARTICLE 19 - HEALTH AND SAFETY REGULATIONS

The Employer agrees to abide by and maintain in its facilities and operations standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

ARTICLE 20 - STANDBY

Section 1. Standby Pay. The Employer shall pay the employee a sum equivalent to one (1) hour of pay for each six (6) cumulative hours of standby. Such pay shall be at the employee's applicable straight time hourly rate of pay. It is understood and agreed that standby pay for the purposes of this Article means a sum of money paid to an employee to be available for work for the convenience of the Employer.

Section 2. Standby Time. Stand by time requires the Employee to remain in the vicinity of COID's facilities, to be work ready, and to be accessible by telephone for rapid response.

ARTICLE 21 - PATROLMEN/HEAD GATE TENDERS

Section 1. During the operation period (approximately 7 months), the Patrolmen and/or Head Gate Tender are employed on a twenty-four (24) hour basis and are required to work as the need arises. Mealtime and rest periods shall be taken as practicable.

Section 2. During the operation period, the Patrolmen and/or Head Gate Tender shall receive an additional sixteen (16) days of compensatory time off. Accrual and use shall be based on 173.33 hours per month, and only Monday through Friday shall be used as days off. Compensatory time shall be scheduled for the period November to March, and any unused comp days may be paid in cash on December 31 of each year. During water season, patrolmen may take up to 3 weekends off without reduction in seasonal compensatory time. Another patrolman must agree to cover the beat during requested time off and this must be approved by Employer. Additional weekends off may be requested with the same requirement. Additional weekends off will be deducted from the employees' PTO or comp time at a rate of two hours per weekend.

Section 3. During the maintenance period (approximately five (5) months), the Patrolmen and/or Head Gate Tender shall be assigned to work in the maintenance department, and all other provisions of this Agreement such as maintenance work schedules and maintenance overtime shall be applicable during this maintenance period.

Section 4. When a maintenance worker receives a temporary assignment as Patrolman, the employee shall continue to receive maintenance wages for the first five (5) days of the assignment.

Section 5. When there is a job assignment opening for a maintenance position, the employee with the most seniority shall receive the assignment if the employee is qualified to perform the work.

ARTICLE 22 - STRIKES AND LOCK-OUTS

It is mutually agreed between the parties hereto that there shall be no strikes, lockouts or cessation of work by either party on account of labor difficulties during the life of this Agreement.

ARTICLE 23 - TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the first (1st) day of June 2021, until December thirty-one (31), 2024. The parties agree to meet between August one (1) and December one (1) of 2024 to begin negotiation for the next bargaining agreement. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by no later than August one (1) of the year of expiration of this Agreement that it desires to modify this Agreement. This Agreement shall remain in full force and effect and be effective during the period of negotiations.


ARTICLE 24 - GUARANTEE OF AUTHORITY

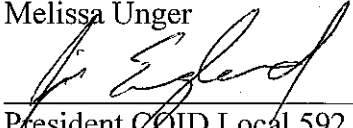
The individuals signing this Agreement in their official capacity hereby guarantee and warrant their authority to act for and bind the respective party whom their signatures purport to represent.

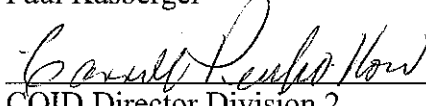
FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION 503,
Oregon Public Employees Union:

FOR THE CENTRAL OREGON
IRRIGATION DISTRICT:

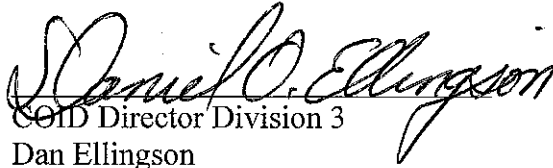
DocuSigned by:
Melissa Unger 5/19/2021
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Executive Director SEIU Local 503

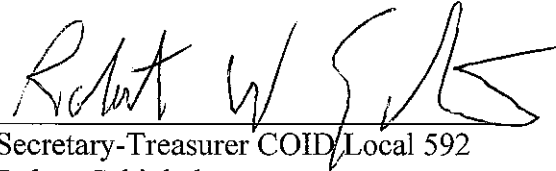

COID Director Division 1
Paul Kasberger

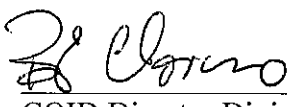
Melissa Unger

President COID Local 592
Jim England


COID Director Division 2
Carroll Penhollow


Position Vacant
Vice-President COID Local 592


COID Director Division 3
Dan Ellingson


Secretary-Treasurer COID Local 592
Robert Schinkel


COID Director Division 4
Brad Clarno


Shop Steward COID Local 592
Ryan Badley


COID Director Division 5
Tom Burke

SCHEDULE A

Classification	COLA	Apprentice			Journeyman				
		New Hire	6 month Anniversary (6.5%)	Through 2 Yr. @ 1 year anniv.	Through 3 Yr. @ 2 year anniv.	4 Through 6 Yr. @ 3 year anniv.	7 Through 9 Yr. @ 6 year anniv.	10+ Yr. @ 9 year anniv.	
June 2021-December 2021	1.90%	\$ 22.23	\$ 23.68	\$ 24.61	\$ 25.68	\$ 26.44	\$ 27.47	\$ 28.50	
Jan 2022-Dec 2022	1.90%	\$ 22.66	\$ 24.13	\$ 25.08	\$ 26.17	\$ 26.95	\$ 27.99	\$ 29.04	
Jan 2023-Dec 2023	2.75%	\$ 23.28	\$ 24.80	\$ 25.77	\$ 26.89	\$ 27.69	\$ 28.76	\$ 29.84	
Jan 2024-Dec 2024	2.75%	\$ 23.92	\$ 25.48	\$ 26.47	\$ 27.63	\$ 28.45	\$ 29.56	\$ 30.66	

Lead Workers: When the Employer designates an employee to act as Lead Worker, such employee shall be paid one dollar fifty cents (\$1.50) per hour above the highest classification.