

# AGREEMENT

between  
**COOS BAY-NORTH BEND WATER BOARD**  
and  
**SEIU LOCAL 503**  
**OREGON PUBLIC EMPLOYEES UNION**

Effective  
July 1, 2007, through June 30, 2010



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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 full-time 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. 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 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**

The Board agrees to deduct the regular Union membership dues once each month from the pay of those employees who individually request in writing that such deductions be made. The deductions so collected from all employees shall be remitted, together with an itemized statement, to the Union within ten (10) days after such deductions are made.

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 Fair Share**

Bargaining Unit members who are members of the Union at the execution date of this Agreement shall either remain members in good standing or make payment in lieu of dues to the Union. Bargaining Unit members who are not members of the Union shall either become members of the Union or make payment in lieu of dues to the Union. Bargaining Unit members employed subsequent to the execution of this Agreement shall either become members of the Union or make payment in lieu of dues to the Union. The appropriate deduction for these Bargaining Unit members will be made the first (1st) of the month following the first (1st) full month of employment. The amount of the payment in lieu of dues shall be equal to regular Union dues or to that portion of the dues which meets the legal requirements for designation as fair share. It shall be incumbent upon the Union to designate the legally-correct fair share amount if different than the regular Union dues amount.

### **3.3 Religious Objection**

Employees covered by this agreement will retain the right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to the fair share amount described above to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Board that this has been done.

### **3.4 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**

The 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. The workweek shall begin on Monday, except in sections currently adjusted to suit individual circumstances, division assignments, and section needs. Each employee shall have a minimum of two (2) consecutive days off.

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 full-time employees shall consist of five (5) consecutive eight(8)-hour days in a workweek. A flexible work schedule is a schedule which varies from an eight(8)-hour day in number of hours worked, such as a four(4)-day ten(10)-hour workweek, 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 rest period in each half-shift, to be taken at a time convenient to operating needs; except employees in the Quality Control Section who generally work a ten(10)-hour continuous shift, which includes the fifteen(15)-minute on-duty rest periods as well as an on-duty lunch period; also excluding the Maintenance Worker who works an eight(8)-hour continuous shift, which includes the fifteen(15)-minute on-duty rest periods as well as an on-duty lunch period.

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 Quality Control Section employees who normally work a ten(10)-hour shift shall be on-duty and taken as per the paragraph above. The meal period for the Maintenance Worker who normally works an eight(8)-hour continuous shift shall also be on-duty and taken as per the paragraph above.

#### **4.3 Overtime**

All employees shall be compensated at a rate of time and one-half for work under the following conditions. All work in excess of forty (40) hours per week and/or all work performed on an employee's regular days off shall be considered overtime and paid for at the rate of time and one-half. In addition, overtime shall be paid as follows:

- (a) Actual hours worked or hours not worked but paid for in excess of eight (8) hours per day for employees working five (5) eight(8)-hour days, unless an employee agrees to a ten(10)-hour day or other flexible schedule as per (b) and (c) below.
- (b) Actual hours worked in excess of ten (10) hours per day for employees working four (4) ten(10)-hour days.
- (c) Overtime for employees working other flexible work schedules is time in excess of the agreed-upon hours each day or time in excess of forty (40) hours per workweek.

#### **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.

#### **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 Quality Control 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. Compensatory time off shall be taken by mutual consent as approved by the appropriate supervisor, consistent with the needs of the Water Board. Insofar as possible, the desires of the employees shall be taken into consideration. Compensatory time off shall be taken within 120 days of the date of accrual. If compensatory time off cannot be scheduled within 120 days of its accrual, the employee shall receive regular wages as per the first sentence of this paragraph.
- (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.

### **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) Independence Day
- (f) Labor Day
- (g) Veteran's Day
- (h) Thanksgiving Day
- (i) The day after Thanksgiving
- (j) Christmas Eve Day
- (k) 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 Quality 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 employees shall be entitled to sick leave with pay after three (3) months service.

### **6.2 Accrual**

After three (3) months of service, an employee shall be credited with 24 hours of sick leave and thereafter it shall accrue 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) - the spouse of an employee, the biological, adoptive, or foster parent of an employee, or a minor or adult dependent child of the employee, a parent in-law of the employee or a person with whom the employee was or is in a relationship of "in loco parentis";

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 non-dependent biological or adopted child, or a grandchild, or the death of a relative residing in the employee's household immediately prior to death, limited to a total of five (5) days of sick leave per occurrence. Upon application to the General Manager, the employee may use vacation leave after the initial five days of compensated leave is exhausted;
- (f) 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;
- (g) Employees will be required to use unpaid leave only when all paid leave is exhausted.

#### **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 on no less than 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.<sup>1</sup>

#### **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.

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.

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<sup>1</sup> 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.

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 thirty percent (30%) of his/her accumulated sick leave at their regular rate if they have between 0-399 accumulated hours of sick leave, fifty percent (50%) for 400-799 accumulated hours of sick leave, and seventy percent (70%) for 800-1,200 accumulated hours of sick leave.. 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.

### **6.10 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.

## **ARTICLE 7 - VACATION**

### **7.1 Accrual**

Vacation credits shall be accumulated at the annual rates indicated below for the applicable anniversary years, except that an employee who does not remain with the Board for twelve (12) complete and continuous months of employment shall receive no vacation credits whatsoever. Except for those employees excluded because they have not met the twelve (12) month requirement, the monthly prorated vacation accumulation shall be one-twelfth (1/12) of the applicable annual credit for each full month of employment. Vacation days (or vacation credits) are defined as eight(8)-hour increments.

<b>Years of Continuous Full-Time Board Service</b>	<b>Annual Vacation Days for Anniversary Year Indicated</b>
1 - 5	10 (80 hours)
over 5 - 10	15 (120 hours)
over 10 - 15	17.5 (140 hours)
over 15 - 20	20 (160 hours)
over 20	22.5 (180 hours)

### **7.2 Utilization**

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 unused vacation over into the next anniversary year without Board approval.

### **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**

After twelve (12) months service, 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 Vacation Draw**

An employee shall have the option of requesting a payroll draw check prior to vacation leave with reasonable notice.

## **ARTICLE 8 - OTHER LEAVES OF ABSENCE**

### **8.1 Leave Without Pay**

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; provided, however, that such salary paid to the employee for period of absence shall be reduced by the amount of money received for jury duty or witness fees. 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 leave. Any such absence shall be without pay and may be subject to disciplinary action, including dismissal.

# **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 on the group medical and vision plan A(Regents Blue Cross/BlueShield Plan I-C, \$300 deductible, RX-2) and the Advantage Dental 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, 2007, employees will contribute the following amounts toward their medical, vision, and dental insurance premiums:
  - (1) Single coverage - \$20.00 per month

- (2) Double coverage - \$40.00 per month
- (3) Family coverage - \$60.00 per month

(b) Effective July 1, 2008:

- (1) Single coverage - \$22.00 per month
- (2) Double coverage - \$44.00 per month
- (3) Family coverage - \$66.00 per month

(c) Effective July 1, 2009:

- (1) Single coverage - \$24.00 per month
- (2) Double coverage - \$48.00 per month
- (3) Family coverage - \$72.00 per month

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; and, after such reduction, the Board shall pay the total amount of the monthly premium to the medical and vision plans, and Advantage Incentive Dental Plan.

### **9.3 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 Board of Directors. The Health Care Benefits Committee shall meet as often as is necessary to permit employee input into the health care plan design and choices and identify how the union and management will accomplish any movement to a different plan during the term of this agreement. The Health Care Benefits Committee may make non-binding recommendations to the Board and the Union, however, any change in plan providers shall be subject to approval of the Board and Union membership and mutual agreement of the parties.

### **9.4 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 pre-tax 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.

### **9.5 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.

### **9.6 Retirement Plan**

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.

The effective rate of interest as of July 1, 1978, shall be six and one-half percent (6½%) per annum on employee contribution accounts only. The Board shall furnish to each Plan participant in the bargaining unit who had made contributions a statement of the amount of the contributions plus interest by no later than December 31 of each year.

### **9.7 Disability Insurance**

The Board agrees to provide long-term disability insurance through a company of its choosing. The long-term disability plan shall provide coverage for 60 percent of the employee's monthly salary after a 90-day 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 long-term disability plan.

### **9.8 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.

## **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 Exhibits "A" and "B", and made a part of this Agreement.

- (a) Effective July 1, 2007, all wages will be increased by three point three percent (3.3%).
- (b) Effective July 1, 2008, all wages will be increased by two and one half percent (2.5%).
- (c) Effective July 1, 2009, all wages will be increased by two and one half percent (2.5%).

### **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 satisfactory service 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, he/she shall be given an immediate increase to the next higher rate in the new salary range except the Meter Reader shall receive such an increase upon completion of the trial period, or earlier, if determined by the General Manager.

#### **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 paid at what would be the next higher salary step (five percent [5%] higher), or the first step of the higher salary range, or an additional five percent (5%) of current wages – whichever is greater – 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.
- (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.
- (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 Tax Deferred Compensation Plan**

The Board shall provide bargaining unit members the same access to the Tax Deferred Compensation Plan currently offered to managerial and supervisory personnel.

#### **10.8 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:

- 10 years of service, \$400.00 payment on 10<sup>th</sup> anniversary;
- 20 years of service, \$800.00 payment on 20<sup>th</sup> 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.

Effective July 1, 2007, all employees with 10 to 19 years of service will be paid a one time longevity payment in the gross amount of \$400.00. Employees with 20 or more years of service will be paid a one time longevity payment of \$800.00. This payment will be made to the employee in a separate check. No employee shall be entitled to receive more than one (1) longevity payment during the life of this contract, i.e., between the effective date of this contract, July 1, 2007, and the 30<sup>th</sup> day of June, 2010. An employee who qualifies for two payments (i.e., a 10 year anniversary and a 20 year anniversary during this contract) may decide which payment to take on their anniversary.

## **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

### **11.1 Standard**

No non-trial-period 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.

### **11.3 Trial Period**

All employees in this bargaining unit shall serve a trial period of six (6) months. 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.

### **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 twenty (20) calendar days of the date of such occurrence or knowledge thereof, report the matter in writing to the employee's immediate supervisor.<sup>2</sup> 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.

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<sup>2</sup> 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.

**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**

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 negotiation 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 the service by presenting a resignation in writing to the Board. To resign in good standing, an employee must give the Board at least two (2) weeks written notice unless, because of extenuating circumstances, the Board agrees to permit a shorter period of notice. The resignation shall provide an effective date which shall be the last day actually worked. 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 may inspect the contents of his/her personnel file subject to scheduling within two (2) work days of his/her request.

Material of a critical nature shall not be placed in the employee's personnel record without written notification to the employee.

### **13.5 Bulletin Board**

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

### **13.6 Board Meeting Minutes**

The Board agrees to provide the President of the Local with a copy of the Coos Bay-North Bend Water Board minutes in a timely manner.

## **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 thirty (30) calendar day trial period. The transfer or promotion of an employee from one position to another shall be final after a thirty(30)-day trial period. The thirty(30)-day trial period may be extended on written notice, not to exceed a total of sixty (60) days, in order to determine the employee's capability to perform the duties of the position.

If, during the trial 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, rain coat, hard hat, and the appropriate safety equipment.

## **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 - INTEGRATION/TERM OF AGREEMENT**

### **18.1 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.

### **18.2 Term of Agreement**

This agreement shall be effective as of July 1, 2007, and shall remain in full force and effect until the 30th day of June, 2010.

If either party wishes to renew or modify the Agreement as of July 1, 2010, notification of such renewal or modification(s) must be submitted in writing to the other party by January 1, 2010. Negotiation(s) are to begin by January 15, 2010. 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, 2010, 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.

SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES  
UNION, LOCAL 697

COOS BAY-NORTH BEND WATER BOARD

By \_\_\_\_\_  
Executive Director, Leslie Frane  
Date \_\_\_\_\_

By \_\_\_\_\_  
Chair, Richard N. Vigue  
Date \_\_\_\_\_

By \_\_\_\_\_  
DJ King, Organizer, SEIU Local 503  
Date \_\_\_\_\_

By \_\_\_\_\_  
General Manager, Rob Schab  
Date \_\_\_\_\_

By \_\_\_\_\_  
Rick Abbott, Bargaining Team  
Date \_\_\_\_\_

By \_\_\_\_\_  
Chuck Commiskey, Bargaining Team  
Date \_\_\_\_\_

By \_\_\_\_\_  
Debbie Manning, Bargaining Team  
Date \_\_\_\_\_

By \_\_\_\_\_  
T, Bargaining Team  
Date \_\_\_\_\_

By \_\_\_\_\_  
Tammy Young, Bargaining Team  
Date \_\_\_\_\_



## EXHIBIT "B"

### MINIMUM REQUIREMENTS FOR WATER TREATMENT PLANT OPERATOR STEP PAY PLAN FOR WATER TREATMENT PLANT OPERATOR AND NEW CLASSIFICATIONS FOR CURRENT EMPLOYEES

#### I. Minimum Requirements for Water Treatment Plant Operator

- A. Applicants for the position of Water Treatment Plant Operator will be required to meet the following minimum requirements:
1. For external applicants (applicants not in the bargaining unit): Possess Class I Water Treatment Operator Certification as per OAR 333-61-260.
  2. For internal applicants (applicants in the bargaining unit): Possess "OIT", Operator in Training classification per OAR 333-61-255 and have one year experience, in any capacity, with the Water Board.
- B. After an internal applicant has passed the OIT examination, State Administrative Rules require periodic renewal of the OIT certification. The Board agrees to pay the annual renewal cost for the OIT certification (\$40.00 in 1996) for a maximum of six employees for a maximum of ten years. Union members agree to pay for the cost of continuing education to renew their OIT certification.

#### II. Step Pay Plan for Water Treatment Plant Operators

STEP PAY PLAN	ELIGIBILITY FOR STEP
Step 1 - Zero Months	Hire
Step 2 - at 6 Months	Satisfactory Performance Evaluation
Step 3 - at 1.5 Years	WT I issued by State plus Satisfactory Performance Evaluation (SPE)
Step 4 - 2.5 Years minimum	WT 11 issued by State plus SPE
Step 5 - 3.5 Years minimum	SPE
Step 6 - 4.5 Years minimum	WT III issued by State plus SPE

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