

**Agreement**  
**between**  
**Oak Lodge Water Services District**  
**and**  
**AFSCME Local 350-10**

**Effective Upon Execution Through June 30, 2020**

## **TABLE OF CONTENTS**

PREAMBLE.....	4
ARTICLE 1.       DEFINITIONS .....	4
ARTICLE 2.       RECOGNITION .....	6
ARTICLE 3.       UNION SECURITY AND CHECK-OFF .....	6
ARTICLE 4.       PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY .....	7
ARTICLE 5.       HOURS OF WORK .....	8
ARTICLE 6.       HOLIDAYS.....	10
ARTICLE 7.       SICK LEAVE.....	11
ARTICLE 8.       VACATION LEAVE.....	11
ARTICLE 9.       OTHER LEAVES.....	12
ARTICLE 10.      HEALTH AND WELFARE.....	13
ARTICLE 11.      WORKERS' COMPENSATION.....	15
ARTICLE 12.      WAGES.....	16
ARTICLE 13.      PERSONNEL RECORDS AND INFORMATION .....	23
ARTICLE 14.      DISCIPLINE AND DISCHARGE.....	24
ARTICLE 15.      LAYOFF .....	25
ARTICLE 16.      SETTLEMENT OF DISPUTES .....	28
ARTICLE 17.      CONTRACT WORK.....	30
ARTICLE 18.      GENERAL PROVISIONS.....	30
ARTICLE 19.      ALCOHOL AND DRUG POLICY .....	36
ARTICLE 20.      SAVINGS CLAUSE.....	36
ARTICLE 21.      SENIORITY.....	37
ARTICLE 22.      UNION RIGHTS .....	38
ARTICLE 23.      MANAGEMENT RIGHTS.....	38

ARTICLE 24. TERMINATION ..... 39

## **PREAMBLE**

This Agreement is entered into by Oak Lodge Water Services District, herein after referred to as the District, and the Employees of Oak Lodge Water Services District, affiliated with Local 350 and Council 75 of the American Federation of State, County and Municipal Employees, AFL- CIO, hereinafter referred to as the Union.

### **1. PROBATIONARY PERIOD FOR INITIAL HIRE**

For new hires the probationary period shall be defined as twelve (12) months from the date of hire.

By mutual agreement the Union and the District may extend the initial probationary period up to six (6) months. Employees who have successfully completed the initial or extended probationary period will be considered regular employees.

### **2. PROBATIONARY PERIOD FOLLOWING ACCEPTANCE OF ANOTHER POSITION**

For regular status employees who are appointed to another position in the District, the probationary period shall be defined as six (6) months from the date of appointment to the new position. Employees failing to satisfy the probationary period shall be returned to their former position without loss of classification or bargaining unit seniority, provided they have more seniority than the individual currently holding their former position. Likewise, employees who are bumped shall be returned to their former position without loss of classification or bargaining unit seniority, provided they have more bargaining unit seniority than the individual currently holding their former position. In the event either employee does not have the seniority to bump, that employee will be placed on layoff and will be entitled to recall.

## **ARTICLE 1. DEFINITIONS**

### **1. CONFIDENTIAL EMPLOYEE**

As defined in Oregon Revised Statute 243.650, Paragraph (6) 'Confidential employee' means one who assists and acts in a confidential capacity to a person who formulates, determines and effectuates management policies in the area of collective bargaining.

### **2. EMERGENCY**

An unforeseen or unusual circumstance or a combination of circumstances which, in the opinion of the District, calls for immediate action.

### **3. SUPERVISORY EMPLOYEE**

As defined in Oregon Revised Statute 243.650, Paragraph (23). 'Supervisory employee' means any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to

recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

#### 4. TEMPORARY EMPLOYEE

Any employee appointed to an assignment of six (6) months duration or less. These employees are hired to complete projects, for vacancy backfills or to provide short-term workload relief and are not part of the bargaining unit. The six-month limit may be extended by mutual agreement between the District and the Union.

#### 5. FULL-TIME EMPLOYEE

A regular full-time employee is an employee who has successfully completed their initial probationary period and regularly works 40 hours per week.

#### 6. REGULAR PART-TIME EMPLOYEE

A regular part-time employee is an employee who works at least 20 hours but less than 40 hours per week and has successfully completed their initial probationary period.

#### 7. SHOP STEWARDS

Employees selected by the Union to act as Union representatives shall be known as “stewards”. The Union will notify the District in writing of its stewards. An employee may request the presence of a shop steward for or during any meeting with the District, which is investigatory in nature, and which the employee reasonably believes could result in disciplinary action. An employee may request the presence of the Union staff representative designated in lieu of a shop steward, and the District shall be required to grant such request if, in the District’s opinion, it will not unreasonably delay the meeting.

#### 8. PROBATIONARY PERIOD FOR INITIAL HIRE

For new hires the probationary period shall be defined as twelve (12) months from the date of hire.

By mutual agreement the Union and the District may extend the initial probationary period up to six (6) months. Employees who have successfully completed the initial or extended probationary period will be considered regular employees.

#### 9. PROBATIONARY PERIOD FOLLOWING ACCEPTANCE OF ANOTHER POSITION

For regular status employees who are appointed to another position in the District, the probationary period shall be defined as six (6) months from the date of appointment to the new position. Employees failing to satisfy the probationary period shall be returned to their former position without loss of classification or bargaining unit seniority, provided they have more seniority than the individual currently holding their former position. Likewise, employees who are bumped shall be returned to their former

position without loss of classification or bargaining unit seniority, provided they have more bargaining unit seniority than the individual currently holding their former position. In the event either employee does not have the seniority to bump, that employee will be placed on layoff and will be entitled to recall.

## **ARTICLE 2. RECOGNITION**

The District recognizes the Union as the sole and exclusive bargaining agent for the purposes of negotiation with the District for all regular and probationary part-time and full-time employees at Oak Lodge Water Services District, excluding confidential, supervisory, temporary and managerial employees.

## **ARTICLE 3. UNION SECURITY AND CHECK-OFF**

The District and the Union agree to a "Fair Share" agreement for all employees described and included in Article 2 of this Agreement.

Inasmuch as it is required that the Union represent every employee within the bargaining unit, making each employee thus a recipient of the Union's services, it is mutually agreed and recognized by the parties that each employee who is a member of the bargaining unit set forth in Article 2 to which the Union serves as the bargaining agent, but who is not a member and chooses to remain not a member of the Union, shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the Union, which amount shall be deducted monthly from each Union member's and each non-union member's compensation and remitted monthly to the Treasurer of the Union.

Such uniform amounts as the Union Treasurer certifies as the Monthly dues approved by the members of the Union shall remain as the reasonable amount to be deducted hereunder.

A like amount in lieu of dues will be automatically deducted from employees in the bargaining unit who have not signed an authorization form requesting Union membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the constitution and bylaws of the Union and by the majority vote of the Membership. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

Any individual employee objecting on bona fide religious tenets or teachings of a church or religious body of which such employee is a member or who has a sincerely held religious objection to the membership dues or fair share payments will inform, in writing, the District and the Union of their objection. The employee will meet with representatives of the Union and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.

The District will not be held liable for check off errors, but will make proper adjustments with the Union for errors as soon as is practicable if notified within ten (10) calendar days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues check off, an updated list of eligible members of the bargaining unit will be delivered to the Union. Such list shall include all members paying dues in previous pay period.

Notwithstanding the provisions of this Articles, if a state or federal court or legislature determines that employee fair share dues payments are voluntary rather than a mandatory condition of employment, the provisions of this contract providing for and/or requiring fair share dues deductions will be immediately null and void.

#### **ARTICLE 4. PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY**

1. The District agrees to make payroll deductions from the pay of those employees who request, in writing at least twenty (20) calendar days in advance of the June 30 deadline of the annual authorization period occurring in the month of June, to deduct from their earnings regular payroll deductions in such amounts authorized by the employees to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee. Authorization for deductions shall be made for periods of not less than one year, and shall be made during the annual authorization period in June. For the purposes of this Article, authorizations shall be effective as of the first day of July of each calendar year.
2. The District shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and social security number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75.
3. All PEOPLE Contributions shall be voluntary and may be revoked during the annual authorization change period in June by giving twenty (20) calendar days written notice to the UNION and the District prior to the June 30 deadline. It is expressly understood that PEOPLE contributions are not required as a condition of employment.
4. The Union shall indemnify and save the District harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the District for the purpose of complying with the provisions of this Article.

## **ARTICLE 5. HOURS OF WORK**

### **1. REGULAR HOURS**

The regular hours of work each day shall be consecutive except for interruptions for lunch periods, rest periods and emergencies.

### **2. WORKWEEK**

The workweek shall be set by the District, but in no event shall an employee's regular schedule exceed eighty hours over two consecutively scheduled workweeks. The District will not set workweeks so that employees will have less than two (2) consecutive calendar days off. It is mutually agreed that whenever possible, consistent with the needs of the District, the District will consider the requests of the Union to change or modify existing work schedules.

The normal workweek shall be a 5-8 work schedule, which shall consist of five (5) consecutive calendar days of eight (8) work hours each.

However, upon mutual agreement between the employee and the District, the following alternative schedules may be agreed to:

- A. 4-10 work schedule, which shall consist of four (4) consecutive calendar days of ten (10) work hours each;
- B. 9/80 work schedule, which over the course of a two-week period shall consist of a Monday through Thursday work schedule of nine (9) work hours each day, followed by an eight (8) hour workday on the first Friday, with the second Friday off work.
- B. A flexible work schedule.

The District retains the discretion to revert back to a 5-8 work schedule consistent with Section 3, based on operational need.

### **3. WORKDAY AND WORK SCHEDULES**

All employees shall be scheduled to work on a regular work shift, and each work shift shall have regular starting and quitting times except as modified by an approved flexible work schedule. Work schedules showing the employees' shifts, work days, and hours shall be posted on all bulletin boards at all times. Changes of work schedules, shift or station assignments shall be posted seven (7) calendar days prior to change.

### **4. FLEXIBLE WORK SCHEDULE**

Employees may request flexible scheduling which permits infrequent modification of hours of work on a case-by-case basis. The purpose of this flexibility is to allow employees, with approval from management, the ability to adjust the hours of a work shift. Utilization of flexible scheduling must meet the following criteria:

- A. Employee requests for flexible scheduling must be submitted in writing at least twenty-four (24) hours in advance, unless the District waives this requirement.
- B. Adjustments to hours of work must:
  - Not exceed (3) hours
  - Be mutually beneficial to employees and the District
  - Not negatively affect other employees
  - Not impede customer service or normal work process
  - Not generate additional labor costs or overtime
  - Occur during the same workday

## 5. REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute paid rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever reasonable. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute paid rest period before they start to work on the next succeeding shift, when it is anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours.

## 6. MEAL PERIODS

Employees in Administration shall be provided an unpaid lunch period of one (1) hour and employees in Operations shall be granted an unpaid lunch period of one-half (1/2) hour. Whenever possible, such meal period shall be scheduled in the middle of the shift. The District shall permit any employee who is requested to and does work more than two (2) hours beyond their regular quitting time, an additional one-half (1/2) unpaid hour off for their meal period.

## 7. COMBINING REST AND MEAL PERIODS

Employees may combine the paid rest periods and unpaid meal periods provided in Sections 5 and 6 of this Article with advance management approval.

## 8. CLEANUP FACILITIES

The District shall provide the required cleanup facilities for the employees' cleanup.

## 9. EMERGENCIES

This Article may be deviated from during times of emergency.

## **ARTICLE 6. HOLIDAYS**

### **1. HOLIDAYS**

The following days shall be recognized and observed as paid holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving (Fourth Friday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)

### **2. HOLIDAY PAY**

Regular and probationary full-time employees shall receive eight (8) hours of pay for each of the holidays listed above on which they perform no work.

Employees shall only receive a maximum of eight (8) hours of holiday pay for a holiday on which they perform no work and may use accrued compensatory time or accrued vacation time to account for any pay difference on the vacation day due to their regular work schedule. For example, an employee who works a schedule of four (4) ten (10) hour shifts per week will receive eight (8) hours of holiday pay if the employee performs no work on a holiday, and the employee may use two (2) hours of accrued compensatory time or vacation time to account for the pay difference due to the employee's regular schedule.

Regular and probationary part-time employees shall receive prorated holiday pay based on their regular work schedule.

### **3. WEEKEND HOLIDAYS**

If a holiday falls on an employee's day off, he or she will be allowed a compensating amount of time off, up to a maximum of eight (8) hours. Employees shall only receive a maximum of eight (8) hours of compensating time off for the missed holiday, and may use accrued compensatory time or accrued vacation time to account for any difference in hours due to the employee's regular schedule.

### **4. HOLIDAY DURING LEAVE**

If a holiday occurs during an employee's vacation or other authorized paid leave, the employee shall not be charged for vacation or other authorized paid leave for that

holiday, but shall be recorded as having used the time as the designated paid holiday, up to a maximum of eight (8) hours, with the option to supplement any additional time missed due to the employee's regular schedule with accrued compensatory time or accrued vacation time. Employees who are on unpaid leave of absence shall not be entitled to holiday pay for holidays which occur during their unpaid leaves.

**5. HOLIDAY WORK**

If an employee works on any of the holidays listed above, they shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half (1-1/2) their regular rate of pay.

**ARTICLE 7. SICK LEAVE**

The District provides eligible employees with sick leave in accordance with the Oregon Paid Sick Time Law and administrative rules. Full-time employees accrue sick time at the rate of eight (8) hours for each month worked. Employees who work less than full time accrue a pro-rated amount of sick time. Total sick time accruals are capped at 920 hours. Sick time accruals will not be cashed out upon separation of employment.

Any former Oak Lodge Sanitary District employee who has an accrued sick time balance of 920 hours or more upon ratification of this agreement will retain that balance for future use but will not accrue additional sick time until the employees sick time balance falls below 920 hours.

Any current District employee who was formerly employed by the former Oak Lodge Water District for at least ten years will receive a one-time payout within 60 calendar days of the ratification of this agreement equal to 25% of the employee's sick time balance in exchange for a 25% reduction in the employee's sick time balance. Such payouts will be made at the employee's base rate of pay as of April 13, 2017.

**ARTICLE 8. VACATION LEAVE**

**1. ACCRUAL**

Full time regular employees shall accrue vacation time at the rate shown in the table below up to a limit of four hundred (400) hours. At the completion of six months of service, accrued vacation time will be credited to the employee and become available for use. Partial months of service will be prorated based upon the employee's time in continuous service at the time the partial month is calculated. Accrued vacation will be posted twice per month and shall become available for use at that time for all employees who have completed six months or more of continuous service during the current period of engagement.

Full Time Service	Monthly Accrual

1 thru 3 years	8.00 hours
4 thru 6 years	10.00 hours
7 thru 9 years	12.00 hours
10 thru 14 years	13.00 hours
15 thru 19 years	15.00 hours
20 years or more	17.00 hours

No vacation accrual will be permitted beyond the four hundred (400) hour limit. Therefore, failure to comply with the policy will result in loss of vacation time earned.

If an employee leaves District service, he or she will be paid for any accrued vacation, including time accumulated in the current year.

## 2. VACATION TIMES

Employees shall be permitted to request their preferred times for vacation, personal holidays, and earned compensating time off. Whenever possible, consistent with the needs of the District and requirements for vacation relief, employees have the right to determine vacation times. An open period for scheduling these requests for the upcoming calendar year will exist beginning December 15 and ending January 15. During this open scheduling period and subject to the District's staffing needs, requests will be granted on the basis of seniority for any conflicts that arise among employees whose primary and/or secondary job functions are substantially similar. Time scheduled outside of the open scheduling period shall be granted solely on a first come, first served basis, subject to the District's staffing needs, without regard to seniority. Notice of the day or days selected shall be given to the District at least twenty-four (24) hours in advance, unless the District waives said requirement. Scheduling requests shall be submitted to the employee's immediate supervisor on a District form available from the employee's supervisor or designee.

## 3. TERMINATION OR DEATH

Upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or their heirs, whichever the case may be in accordance with applicable law.

# **ARTICLE 9. OTHER LEAVES**

## 1. JURY DUTY

Full-time employees shall be granted leave with full pay any time they are required to report for jury duty or jury service in lieu of jury fees. All jury fees shall either be refused or shall be tendered to the District. A written statement from the court having jurisdiction as proof of jury fee refusal may be required. If an employee is excused or dismissed prior to noon, they shall report for work.

## 2. MILITARY AND OTHER SERVICE LEAVES

Employees will be granted leaves of absence to serve in the military and National Guard consistent with applicable state and federal law. Nothing in this Agreement shall be construed to grant to employees in the National Guard or Military Service any greater rights than those specifically granted by ORS 408.240 through 408.290, as summarized by the Employee Handbook.

## 3. BEREAVEMENT LEAVE

The District will grant employees bereavement leave consistent with applicable law and district policy.

## 4. OTHER LEGALLY MANDATED LEAVES

Employees will be granted other leaves of absence in accordance with applicable law.

# **ARTICLE 10. HEALTH AND WELFARE**

## 1. MEDICAL/DRUG AND VISION COVERAGE

The District agrees to offer group medical/drug and vision insurance for all full-time employees using a tiered rate structure. The District agrees to pay 95% of the benefit year premium cost for medical/drug and vision coverage for the SDIS Regence Blue IIA Classic and Kaiser KP Platinum plans. Employees are responsible for payment of 5% of the total medical insurance premium, and employees authorize the District to automatically deduct this amount from their pay.

Effective May 1, 2018, if during the term of this agreement the District's total premium contribution for medical/drug and vision insurance increases by more than 6% from the previous plan year, any increases over 6% will be shared 50% by the employee and 50% by the District for the remainder of the plan year.

## 2. OPT-OUT

The District will offer a medical/dental/vision insurance opt-out payment in the amount of \$500 per month, subject to applicable taxes and withholdings, for full time employees who voluntarily choose to opt-out of the District medical/dental/vision insurance plan and who meet the following conditions. To be entitled to receive the opt out payment, the eligible employee must notify the District in writing of their choice to opt-out during the open enrollment period for the District provided medical/dental/vision insurance plan. In addition, before the close of the open enrollment period, the eligible employee must provide the District with information in writing certifying that the employee and the employee's spouse and dependents have valid health insurance coverage. For eligible employees who meet these conditions, the opt-out selection and payment will generally continue for the 12 month period of coverage of the District medical/dental/vision insurance plan. The employee opt-out selection and payment will automatically expire after twelve months unless the eligible employee renews the

opt-out selection pursuant to the process described in this paragraph at the beginning of the next District medical/dental/vision plan year.

### 3. LIFE INSURANCE

The District agrees to provide life insurance coverage to full-time employees, effective in accordance with the benefit-waiting period described in Section 7. The District agrees to contribute up to the full premium amount for life insurance coverage with a face value of at least \$10,000.

### 4. DENTAL INSURANCE

The District agrees to make available dental insurance to full-time employees and their eligible family members, effective in accordance with the benefit-waiting period described in Section 7. The District agrees to pay 95% of the benefit year premium cost for dental coverage. Employees are responsible for payment of 5% of the total dental insurance premium, which will be deducted from their pay, and employees authorize the District to automatically deduct this amount from their pay.

### 5. DISABILITY INCOME INSURANCE

The District agrees to provide Short Term and Long Term Disability insurance coverage to eligible employees, effective in accordance with the benefit-waiting period.

### 6. FULL-TIME EMPLOYEES

For the purpose of eligibility for benefits, full-time employees are those employees regularly working forty (40) or more hours per week.

### 7. BENEFITS FOR REGULAR PART-TIME EMPLOYEES

Regular part-time employees working at least twenty (20) hours per week shall be entitled to participate in the District's medical/drug and vision insurance plan as described in Section 1 on a pro-rated basis, and shall be entitled to purchase dental insurance as described in Section 3.

### 8. BENEFITS WAITING PERIOD AND TERMS

Benefits shall become effective and shall be paid in accordance with the terms and conditions of the policies in effect at the time.

### 9. BENEFITS REVIEW COMMITTEE

The District and Union will each select three (3) representatives to constitute a Benefits Review Committee. The purpose of the Committee will be to investigate alternatives to the District's current plans and/or coverage and other health insurance options, cost controls or cost containment features and/or incentives. The objective will be to identify means of offering quality healthcare at reasonable and competitive rates.

## 10. CONTINUATION OF PREMIUM PAYMENTS

Eligible employees will continue to receive the District's contribution to medical and dental coverage and other benefits while they are actively employed or on paid time off.

## **ARTICLE 11. WORKERS' COMPENSATION**

### 1. COVERAGE

All District employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries or occupational illnesses that arise out of and occur in the course and scope of their work for the District. Both parties agree that the employee should not suffer a financial disadvantage nor shall the employee gain a financial advantage during any period in which the employee is in a Workers' Compensation Insurance determined disability status. Use of accrued sick leave with pay and/or any other benefit provided by the District, when in a Worker's Compensation Insurance determined disability status shall only be granted to prevent an income loss. District employees shall bear the responsibility for reporting any and all income from Workers' Compensation Insurance and all other District provided benefits sources during any period while in a Workers' Compensation Insurance determined disability status to enable the District to ensure compliance with this Article. In the event a workers' compensation claim is denied, but later accepted or vice-versa, the District will make any necessary correction to reconcile the employee's sick leave account following discussion and input from the Union and employee.

### 2. REPORTING

All District employees have a responsibility to immediately report any and all occupational illnesses or injuries that arise out of and occur in the course and scope of their work for the District.

### 3. EARLY RETURN TO WORK

The District and its employees agree that the principle of early return to work following any injuries that arise out of and occur in the course and scope of their work for the District in which the loss occurs provides mutual benefit. The District agrees to make alternative productive work available whenever possible within the needs of the District and consistent with an attending physician's qualified release, and the employees agree to accept such work at their regular rate of pay until such time as the employee is cleared to return to their regular duties.

**On-the-Job Injury:** Members of the bargaining unit who the District regard as having been injured on-the-job may be offered light duty assignments when a medical doctor has certified that the member is medically fit to perform the light duty assignment. Employees on light duty assignments will be paid their regular wage rate (base pay plus certification, and premium assignment), until they are determined to be medically

stationary. At the time they are determined to be medically stationary, the District will, in conjunction with the employee and Union, evaluate whether the light duty assignment will be continued, discontinued or modified. In the event the light duty assignment is continued or modified and the District wishes to change the wage rate for the light duty assignment, the District will notify the Union of the intended wage rate for the assignment and the Union shall have the right to bargain over such rate pursuant to ORS 243.698.

## ARTICLE 12. WAGES

### 1. WAGES AND CLASSIFICATION SCHEDULE

- A. **Wage Scale.** Each employee will be paid in accordance with the wage scale attached as Appendix A.
- B. **Placement on Wage Scale.** Upon ratification of this agreement, bargaining unit employees of the former Oak Lodge Water District will be placed on the wage scale in their current position at the step level corresponding with either the certification level they currently hold or the years of service completed in the current position.
- C. **Red-Lined Positions.** Wages for employees in the positions of Plant Operator, Maintenance Mechanic, Utility Worker, Development Review Specialist, Pollution Prevention Specialist, Operations Process Specialist and Technical Services Coordinator will not receive a cost of living adjustment during the term of this agreement.
- D. **Cost of Living Adjustment Positions.** Employees in the positions of Administrative Specialist I, Administrative Specialist II, Administrative Specialist III, and Outreach and Program Specialist (“COLA positions”) may receive wage adjustments in accordance with this subsection. Effective July 1, 2018 and July 1, 2019, the wage scale in effect on the preceding June 30 shall be adjusted for COLA positions in an amount equal to the percentage increase in the US Consumer Price Index, CPI-W: Urban Wage Earners and Clerical Workers, Portland-Salem, OR-WA, with a minimum increase of 0.25% and a maximum increase of 3.5%. The change in the CPI-W is calculated by comparing the six-month period (July through December) of the applicable year’s available data to the same six-month period of the previous year.
- E. **New Positions.** When any new classification covered by Article 2 - Recognition that is not listed on the wage schedule is established, the District shall designate a pay range for the position. In the event that the Union disagrees with the range, the Union and the District shall open negotiations to establish a pay range for the classification based upon qualifications, skill, and experience required, and market conditions. In the event the District considers it necessary to fill the position before negotiations have been completed, the Union agrees that the District may

implement its proposed wage increase, provided any final wage agreed upon will be made retroactive to the employee's date of hire into the new classification.

- F. **Step Increases.** Increases in wages by incremented steps in the salary range as shown on Appendix A shall be based on the performance of the employee in meeting the standards established for the employee's job classification and in accordance with Article 12, Section 2. Standards shall be jointly reviewed at the beginning of the performance period by the employee and supervisor or manager. They shall be objective, quantifiable, and shall measure performance of the essential job functions to the degree practicable.

## 2. PROGRESSION THROUGH PAY RANGE AND CERTIFICATIONS

### A. **Step Increases**

Normally an employee will be appointed at the entrance rate for the class unless the employee's qualifications as determined by the District would support appointment at a higher step.

The second step is a rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of one (1) year satisfactory service in step one, and upon written recommendation of the Employee's Supervisor.

The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of one (1) year satisfactory service in step two and upon written recommendation of the Employee's Supervisor.

The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of one (1) year of satisfactory service in step three and upon written recommendation of the Employee's Supervisor.

The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of one (1) year of satisfactory service in step four and upon written recommendation of the Employee's Supervisor.

The sixth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of one (1) year of satisfactory service in step five and upon written recommendation of the Employee's Supervisor.

The seventh step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance following the completion of one (1) year of satisfactory service in step six and upon written recommendation of the Employee's Supervisor.

Except as set forth in Sections A - C below, a step increase will not be denied unless prior notice of a problem has been given at least thirty (30) calendar days prior to the

employee's anniversary. Such notice shall include documentation concerning needed areas of improvement.

An employee that does not receive an increase will be evaluated within six (6) months. Should an employee improve to a level warranting a step increase that employee shall be advanced a step on the salary schedule.

## **B. Certification Requirements**

**i.** Employees in the classifications/positions of Plant Operator, Pollution Prevention Specialist, Utility Worker, and Operation Process Specialist must obtain the required certifications, in addition to satisfying length of service and written recommendations requirements, in order to advance to higher steps on the wage scale.

**ii.** Employees in the classifications/positions of Plant Operator, Pollution Prevention Specialist, Utility Worker and Operation Process Specialist who later obtain the certifications necessary to advance on the Wage Scale will be moved to the appropriate higher step corresponding to the certification level on the first pay period following receipt of certification.

**iii.** Employees in the classifications/positions of Plant Operator, Pollution Prevention Specialist, Utility Worker, and Operation Process Specialist who have not obtained the appropriate certification level for their step as set forth in Appendix A - Wage Scale by January 1, 2018 will be placed on the highest step for the certification they hold. Changes in pay made pursuant to this provision shall become effective the first pay period following January 1, 2018.

## **C. Certification Premium Pay**

Employees in the classifications of Plant Operator, Pollution Prevention Specialist, Utility Worker, and Operation Process Specialist who obtain an Oregon DEQ Wastewater Systems Certification (Treatment and Collections) Level 4 Certification or Oregon Health Authority Drinking Water Systems (Distribution and Treatment) Level 4 Certification for their current position will receive two and a half percent (2 ½%) premium pay. Employees in the classifications of Plant Operator, Pollution Prevention Specialist, Utility Worker and Operation Process Specialist who obtain an Oregon DEQ Wastewater Systems Certification (Treatment and Collections) Level 4 Certification or Oregon Health Authority Drinking Water Systems Certification (Distribution and Treatment) Level 4 Certification for their current position and a Level 3 or higher certification in another Oregon DEQ Wastewater Systems Certification or Oregon Health Authority Drinking Water Systems Certification will receive an additional two and a half percent (2 ½%) premium pay for a total of five percent (5%). Premium pay increases will be computed on the employee's base pay and will also become effective the first pay period following the receipt of the required certifications.

## **D. Employee Failure to Obtain Level 1 Certification**

Employees hired in the position of Plant Operator, Pollution Prevention Specialist or Utility Worker who fail to obtain the required Level 1 certification within two (2) years of the employee's hire date may be terminated for cause.

**E. Cross Connection Premium Pay**

Employees in the position of Utility Worker with a current Oregon Health Authority Cross Connection & Backflow Prevention Certification who are assigned at the District's sole discretion to perform Cross Connection Work will receive five percent (5%) premium pay.

**3. LONGEVITY PAYMENT**

Employees will be eligible for longevity pay as a percent of gross salary for years of continuous District service in the following amounts. Employees will be eligible based upon consecutive years of unbroken service in District employment.

5 years	.....	1.0%
10 years	.....	1.5%
15 years	.....	2.0%
20 years	.....	2.5%
25 years	.....	3.0%
30 years	.....	3.5%

**4. OUT-OF-CLASS WORK**

Out-of-class pay shall be granted an employee if the employee performs any work for a minimum of one continuous eight (8) hour shift in a higher paid classification than the employee is normally classified.

When an employee is assigned by their supervisor to perform the duties of a higher paid classification as described above, the employee shall receive an additional 5% of the employee's current salary added to the employee's regular salary. If an employee is assigned full time out-of-class work for a continuous period of longer than six (6) months, the employee will receive performance reviews and be eligible for step increases in accordance with Section 1.

**5. PERS and OPSRP PAYMENT**

After six (6) months full-time employment or six hundred (600) hours in a calendar year of part-time employment, employees are required to participate in the Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Program (OPSRP). PERS and OPSRP eligibility is subject to ORS 238.

The District pays the employer cost of PERS or OPSRP. The Union employees agree to pay employee's share of contribution of 6%.

#### 6. REGULAR REPORTING TIME

When employees report for their regularly scheduled shift, work will be provided.

#### 7. ELECTRONIC REMOTE OPERATIONS

An Electronic Remote Operation shall be defined as any authorized work where the employee does not physically report to a work location but performs a work function through electronic access.

An employee who is called to work outside of their regular scheduled shift and volunteers to respond by means of an Electronic Remote Operation shall be paid for a minimum of one (1) hour at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay, but compensation shall not be paid twice for the same hours. If the work function necessitates that the employee physically report to a work location, the time paid under Electronic Remote Operations response will be rolled into the Call-In Time provided in Article 12, subsection 9 of the current collective bargaining agreement but, compensation shall not be paid twice for the same hour.

#### 8. CALL-IN TIME

Any employee called to report to work outside of their regular scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay, but compensation shall not be paid twice for the same hours. The time calculation for employees called back to work shall include portal-to-portal pay. Portal to portal time is defined as the direct travel time from an employee's home to the work site and the direct travel time from the work site back home.

#### 9. OVERTIME

Time and one-half (1½) of the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- A. All authorized work performed in excess of an employee's regular daily work schedule, or regular weekly schedule;
- B. All authorized work performed fifteen (15) minutes before or after any scheduled work shift, in half (½) hour units.

Overtime work must be authorized by the employee's immediate supervisor, General Manager or designee.

## 10. DISTRIBUTION

The District and its employees agree that all overtime work shall be distributed equally among employees with comparable skills within the same job classification who voluntarily place their name on a roster to work overtime subject to the needs and requirements of the District and the nature of the work requiring overtime. Comparable skills shall be determined by the work requiring overtime. Comparable skills shall include, but not limited to certification, work experience, and specific skills and qualifications related to the work.

Where no adequate roster of comparably skilled employees exists as contemplated above, the District may assign overtime based on volunteers and/or direct selection.

The District and its employees agree that the safety and health of all District employees is of paramount concern. In cases where overtime hours may be for extended periods of time, the District shall use its discretion to provide relief for fatigued employees without consideration for equitable distribution of overtime.

## 11. COMPENSATORY TIME OFF

The District may at the request of the employee approve compensatory time off equal to one and one-half (1 ½) hours off for each hour of overtime worked in lieu of overtime pay. Whenever possible, consistent with the needs of the District and requirements for vacation relief, employees shall have the right to determine compensatory time off.

The maximum allowable accumulation of compensatory time off shall be eighty (80) hours. In the event the employee leaves District employment for any reason, accrued compensatory time shall be paid to the employee or their heir at their current straight time rate of pay.

## 12. TRAVEL PAY

Travel pay and the use of personal vehicles for District business shall be according to the District Employee Policy Handbook.

## 13. PAYDAY

Employees are paid twice per month. Paychecks for the pay period ending on the fifteenth (15th) of the month are distributed on the fifteenth (15th) day of the month, and paychecks for the pay period ending on the last day of the month are distributed on the last day of the month.

In order to pay employees on the fifteenth (15th) and last day of the month, employees must make a good faith estimate of future work time when submitting their time records. In the event that the employee's actual time worked does not match the employee's good faith estimate, the Union expressly authorizes the District to adjust the employee's pay in the next following pay period to account for the difference between

the employee's good faith estimate and actual time worked. Adjustments will not result in the loss of any wages owed to the employee, including unexpected overtime.

#### 14. ON CALL DUTY

The On Call procedure shall be as follows:

- A. The District will have three (3) qualified personnel On Call at all times after business hours. This will include one (1) Sanitary Division Plant Operations employee with sound knowledge of the treatment plant and surrounding facility; one (1) Sanitary Division Field Operations employee with a valid CDL (Commercial Driver's License); and one (1) Water Division Field Operations employee with a valid CDL. Qualified employees who are On Call will be provided with District issued pagers and/or cellular phones for On Call purposes.
- B. District Management will decide specifically which employee(s) in each job title will be assigned to take calls. These decisions shall be made fairly and equitably using work and skill related factors.
- C. District Management will first solicit qualified volunteers to cover the On Call schedule. If there are not enough qualified volunteers available to serve when needed, the District will make duty assignments.
- D. On Call status begins after the completion of the employee's workday and continues until the employee resumes work on the employee's following scheduled workday.
- E. Employees who participate in the On Call program are responsible for ensuring they are fit, ready, and able to perform the required work needed.
- F. Employees who are qualified to participate will be assigned to an On Call schedule for a duration of up to seven (7) consecutive calendar days. Employees in On Call status will be required to carry a pager and/or electronic device with them at all times while scheduled to be On Call.
- G. Employees who are called into work are expected to make every reasonable effort to respond as quickly as possible. In the event the matter cannot be addressed remotely, employees who are in On Call status will be expected to respond by reporting on site immediately after they conclude the incident cannot be resolved remotely. If an employee is unable to respond immediately due to circumstances beyond his/her control, the employee's supervisor must be immediately contacted and informed of the delay in response.
- H. Employees who are qualified and scheduled to be On Call are responsible for their schedule. Should circumstances arise where the employee must shift or change their On Call schedule, the employee will be responsible for

notifying the Field Operations Manager or Treatment Operations Supervisor, and C-COM.

15. ON CALL COMPENSATION

On Call compensation shall be as follows:

- A. The District will pay 1.5 hours of compensation pay per day or compensatory time-off for each day the employee is in On Call status.
- B. The District will pay an additional 1.0 hours of compensation pay or compensatory time-off for each weekend day that a field operations employee is in On Call status.
- C. The District will pay 8.0 hours of compensation pay or compensatory time-off if an employee is scheduled to be in the On Call status during District recognized holidays unless that employee is working his/her regular scheduled shift that holiday, in which case the District will pay an additional 4.0 hours of compensation pay or compensatory time-off.

16. NO PYRAMIDING

Hours paid at an overtime premium shall not be duplicated or pyramided; i.e., the overtime rate shall be paid once for the same hours. Therefore, for example, overtime hours worked on a holiday are paid only one and a half (1 ½) times the regular hourly rate.

**ARTICLE 13. PERSONNEL RECORDS AND INFORMATION**

The parties agree as follows in regard to personnel records and information:

- A. For the purpose of this section, "personnel file" shall refer to the formal file or files of personnel documents maintained at the Administration Office.
- B. Employee personnel files are protected from access by persons other than those authorized by: (1) the employee, or (2) the custodian of the file.
- C. An employee or their representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or their authorized representative shall be given a copy of any materials in their personnel file. Employees are limited to one complete copy of their personnel file per year and may review their file once quarterly.
- D. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

- E. The employee shall have the opportunity to submit a written statement in opposition to all derogatory materials placed into their personnel file.
- F. Any document reflecting caution, consultation, warning, admonishment, and reprimand placed in an employee's personnel file shall be retained for a maximum of three (3) years, unless there is evidence in the file of repeat occurrences. If evidence of a repeat occurrence is found in the file, all related documents will be retained and removed three (3) years from the date the last incident occurred. Other material will be retained as per OAR 166-40-080. No document reflecting critically on an employee shall be placed in an employee's personnel file which does not bear the signature of the employee indicating they have seen a copy of the material. If an employee refuses to sign, it shall be so noted by the supervisor, and if the employee so requests, a copy of the document shall be sent to the Union.
- G. The District will make a good faith effort to remove a document from an employee's file on the date its minimum retention span expires. Any expired document found in a file will be removed by the District upon notification of its presence beyond the minimum retention period. Documents shall be removed prior to the expiration of the retention period stated above, if such removal is agreed to by the District and the Union as part of the settlement of a grievance, or if removal is ordered by a grievance arbitrator appointed under this Agreement; ordered by the Employment Relations Board; or ordered by a court. Documents removed from an employee's personnel file will be retained in a file maintained by the Administration Office. Documents which have been removed will not be used against the employee for purposes of progressive discipline, but may be used by the District for the purpose of establishing compliance with legal obligations and to defend against legal claims.

## **ARTICLE 14. DISCIPLINE AND DISCHARGE**

### **1. DISCIPLINARY INTERVIEW**

Prior to conducting a disciplinary interview, the supervisor will advise the employee of his/her right to have a union representative present.

### **2. EMPLOYEES SUBJECT TO DISCIPLINARY ACTION**

Regular employees may, in good faith for just cause, be subject to disciplinary action by oral or written reprimand, suspension, discharge, or demotion depending on the seriousness of the infraction. Such action shall be consistent with the tenets of just cause, including progressive discipline where appropriate.

### **3. REPRIMANDS SUBJECT TO APPEAL**

Any regular employee in the bargaining unit who is disciplined in writing, demoted, suspended, or discharged shall have the right to appeal the action through the Grievance

Procedure. The Union shall submit such grievance at Step I of the Grievance Procedure not later than fourteen (14) calendar days after the effective date of the disciplinary action.

#### 4. MANNER OF REPRIMAND

If the District has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

#### 5. PREDISMISSAL HEARING

When the District believes a regular employee has engaged in conduct that may justify discharge, disciplinary suspension or demotion, the employee involved will be placed on a paid leave or be allowed to continue work during the period of investigation and/or review, at the discretion of the District. If, as a result of the investigation and review, the District determines that the employee's conduct warrants potential discharge, disciplinary suspension or demotion, the employee and the Union will be notified in writing of the action being contemplated. Such notification shall state the reasons such action is being contemplated. The District shall provide to the employee an opportunity to respond to the charges at an informal pre-dismissal hearing, which may be recorded, with the person or persons having the authority to impose the disciplinary action before a final decision is made. The employee shall be entitled to have a Union representative at the pre-dismissal hearing for the purpose of providing advice and counsel to the employee. The employee will also be afforded a minimum of three (3) days paid leave following issuance of the notice to prepare for the pre-dismissal hearing.

#### 6. INITIAL PROBATIONARY EMPLOYEES

A probationary employee who has not completed their initial twelve-month probationary period with the District shall not be afforded the opportunity to grieve any alleged violation, misapplication and/or misinterpretation of this Agreement.

### **ARTICLE 15. LAYOFF**

#### 1. NOTIFICATION

In the event the District determines it is necessary to reduce the work force, the District shall notify bargaining unit employees tentatively selected for layoff and the Union in writing at least thirty (30) calendar days in advance of the effective date of the layoff, except in times of emergency. Such notification will include a list of all employees in the position(s) designated for layoff; the category of employment for each employee in that position (regular full-time or regular part-time, initial probationary and temporary); and seniority date as defined in Article 21 of this Agreement. If the Union desires to discuss possible options to the pending layoff or question to selection of the employee(s) selected for layoff, it shall notify the District to schedule a meeting within seven (7) calendar days of receipt of written notice. For the purpose of this Article, the terms "classification" and "position" shall be synonymous.

## 2. LAYOFF ORDER

Layoff shall be by job position and shall be made in the following order: 1) temporary employees; 2) initial probationary employees; 3) regular full-time and regular part-time employees. In the event regular status employees are laid off, layoffs shall be made based on classification seniority with the least senior employee being the first to be laid off. Regular part-time employees shall have their seniority pro-rated based on their regular hours of work as set forth in Article 21 - Seniority.

If it is found that two (2) or more employees within the same classification have equal classification seniority, the tie shall be broken by continuous employment with the District in a bargaining unit position (bargaining unit seniority). If it is found that both classification and bargaining unit seniority are equal, the tie shall be broken by drawing lots.

The District may make an exception to the order of layoff when the retention of employees with needed skills and/or performance abilities are necessary for efficient operation. Such actions shall be taken for only clearly articulated, job-related reasons, and substantiated by written documentation.

## 3. EMPLOYEE OPTIONS

Employees who receive layoff notices or who have been bumped shall be permitted to exercise the following options:

- A. Accept the layoff and be placed on the recall list for their classification; or
- B. Exercise bumping rights as set forth in Section 4, below.

Bumping rights must be exercised in writing to the General Manager within fifteen (15) calendar days of receipt of layoff notice.

## 4. BUMPING RIGHTS

An employee who is notified of layoff or who has been bumped may bump an employee with the least seniority in a different position, provided that the bumping employee is qualified to do the work and possesses more bargaining unit seniority than the employee to be bumped. Employees who lack the qualifications to perform the work or do not possess more bargaining unit seniority, as well as those who are bumped will be placed on the recall list for their classification.

The qualifications of an employee to bump shall depend upon that employee's demonstrating current possession of the required certifications, knowledge, experience and skill to meet the minimum qualifications of the position prior to bumping. The District reserves the right to require an employee who seeks to bump to pass a written test and demonstrate job-related skills through practical "hands on" testing. In addition, bumping employees must demonstrate the ability to perform on the job at a satisfactory level of performance within thirty (30) working days of placement in that classification.

“Working days” shall mean actual days of work in the new classification. Any employee who does not satisfactorily complete the thirty (30) working day period will retain all recall rights related to the classification from which they were originally laid off as well as recall rights to other positions as described in Section 6, below.

For bumping purposes, seniority will be defined as length of continuous service within the bargaining unit.

An employee who bumps an employee in a different classification will remain on the layoff list for the classification previously held. If an employee bumps another employee in a classification with a lower pay grade, the employee will be paid at their current pay step for the same pay grade as the bumped employee. The employee may request and shall be paid for all accrued compensatory time at the rate being earned prior to layoff.

Employees who are left with no position to bump into as provided above, shall be laid off from employment and shall be eligible for recall per Section 5, below.

## 5. RECALL

Employees are eligible for recall to the position from which they were originally laid off for a period of eighteen (18) months from the date of layoff. Employees on layoff must keep the District informed of their current address and telephone number during the period of layoff.

Recall shall be on the basis of classification seniority as defined in Article 21 - Seniority. If it is found that two (2) or more employees within the same classification have equal classification seniority, the tie shall be broken by continuous bargaining unit seniority. If both classification and bargaining unit seniority are equal, the tie shall be broken by drawing lots. In the event there are no employees on the recall list in the classification to be recalled, employees on the recall list may be recalled to different positions in the same or lower pay grade in order of bargaining unit seniority, as described in Section 6, below.

All temporary work shall first be offered in order of bargaining unit seniority to qualified bargaining unit members on any layoff list. Filling a temporary position will not constitute recall from layoff. Employees accepting temporary positions will remain on their recall list(s).

Upon recall to a position in the classification held at time of layoff, the employee will return to the same pay grade and step, subject to any cost-of-living adjustments or pay grade changes. The employee will serve no probationary period and will be eligible for a merit increase, if applicable, after working the remainder of the merit evaluation period that existed prior to layoff. The employee’s merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility.

Upon recall to any position within the bargaining unit, a recalled employee shall have restored all accruals of sick leave and seniority in effect on the date of layoff restored for benefit eligibility and other purposes.

## 6. RECALL TO OTHER CLASSIFICATIONS

A regular employee will be placed on the layoff list for recall to the classification held at the time of layoff. The employee may also request placement on additional recall lists for position in the same or lower pay grade for which they are qualified. All requests must be made in writing to the General Manager within thirty (30) calendar days of the date the employee is laid off. The General Manager's decision shall be based on job related reasons and is final unless decision is shown to be arbitrary or capricious.

If an employee is recalled to a position he/she did not hold at the time of layoff, but previously held, the employee will return to the same pay grade and step, subject to any cost-of-living adjustments or pay grade changes. The employee will serve no probationary period and will be eligible for a merit increase, if applicable, after working the remainder of the merit evaluation period that existed prior to layoff. The employee's merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility.

If an employee is recalled to a position in a classification not held at time of layoff or previously held, the employee will be placed in the step in the new pay grade which most closely approximates their pay rate at the time of layoff, subject to any cost-of-living adjustments or salary range changes. Such employee shall be placed on probation for six (6) months and will be eligible for a merit increase, if applicable, on the first of the month following successful completion of the probation period. The employee's merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility. Employees who do not satisfactorily complete probation will be placed on the recall list for their former classification.

No recalled employee shall be paid at a rate that exceeds the maximum step of the pay grade for the classification they are recalled to fill.

## **ARTICLE 16. SETTLEMENT OF DISPUTES**

### 1. GRIEVANCE AND ARBITRATION PROCEDURE

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

**STEP I.** Except as set forth below, a Union representative, with or without the employee (at the employee's option), may take up the dispute with the employee's immediate supervisor within fourteen (14) calendar days of its occurrence or the date the employee knew or should have known of its occurrence, whichever occurs later. The immediate supervisor, the Union Representative, and the employee at their option, shall meet at a mutually scheduled time to discuss and attempt to resolve the issue. If the issue remains unresolved, the immediate supervisor shall respond to the Union representative within fourteen (14) calendar days of the meeting.

When the issue raised is whether a regular employee was suspended, demoted or terminated in violation of the Agreement or the issue is one of contract interpretation,

the requirement that the issue be informally discussed with the immediate supervisor may be waived in writing. In such event, the Union must file a grievance at Step II of the grievance procedure within fourteen (14) calendar days of the occurrence or the date the employee knew or should have known of the occurrence of the violation, whichever occurs later.

**STEP II.** If the dispute remains unresolved at Step I or the dispute involves the suspension, demotion or termination of a regular employee or a contract interpretation issue, it may be presented by the Union to the employee's Division Head within fourteen (14) calendar days after the immediate supervisor's response is due or, in the case of issues referenced above, as set forth under Step I. At this step of the grievance procedure, the issue being grieved must be reduced to writing and shall include:

- A. a statement of what is being grieved;
- B. the section(s) of the Agreement alleged to have been violated; and
- C. the remedy sought.

The employee's Division Head or their designees and the Union Representative, and the employee at their option, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the District shall respond to the Union in writing within fourteen (14) calendar days of the meeting.

**STEP III.** If the grievance remains unresolved, it may be presented by the Union to the General Manager within fourteen (14) calendar days after the Step II response is due. The General Manager, the Union Representative, and the employee at their option, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the General Manager shall respond to the Union in writing within fourteen (14) calendar days of the meeting.

**STEP IV.** If the grievance is still unsettled, the Union may, within fourteen (14) calendar days after the General Manager's response is due, by written notice, request arbitration.

If arbitration is requested, the parties may mutually agree upon an arbitrator. In the event that the parties fail to agree upon the selection of an arbitrator, a list of seven (7) arbitrators, with offices in Oregon or Washington, shall be requested from the Employment Relations Board of the State of Oregon. The party to strike first shall be determined by lot. Each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The parties agree that any decision of the arbitrator, which is within the scope of this Agreement, shall be final and binding upon them. The arbitrator shall not have the authority to modify, add to, alter or detract from the express provisions of this Agreement. The arbitrator shall exercise all power relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in doing so he/she shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by him/her shall be borne by the losing party.

## 2. MEDIATION

By mutual agreement between the Union and the District, any grievance filed under the terms of this article may be referred to mediation. The Union and District agree to equally share the cost of such mediation.

## 3. CLASS ACTION GRIEVANCE

If there is a breach of any provision of this Agreement affecting a group of employees, the Union shall have the right to take up such breach.

## 4. PROCESSING GRIEVANCES

Union officials and stewards may investigate and process grievances during working hours within reasonable limits without loss of pay.

## 5. TIMELINES

The parties may mutually agree to extend timelines in this Article. Any such agreements must be confirmed through email exchanges or other written documentation.

# **ARTICLE 17. CONTRACT WORK**

Except in times of emergency, when one or more District employees will be displaced, the District will provide thirty (30) calendar days' notice to the Union before the District contracts or subcontracts public work now performed by employees covered by this Agreement. The District will place any employees laid off as a result of such action on a recall register, subject to the provisions for recall, for work for which the employee is deemed qualified based upon knowledge, skill, ability, experience, and qualifications.

Except in times of emergency, the District shall provide sixty (60) calendar days' notice to the Union before contracting or subcontracting a functional division's primary work now performed by employees covered by this Agreement. In any such proposed contract or subcontract, the Union shall have the right to submit a competitive proposal complying with all terms and conditions of the Request for Proposal, or Bid Documents issued by the District. The District will place any employees laid off as a result of such action on a recall register, subject to the provisions for recall, for work for which the employee is deemed qualified based upon knowledge, skill, ability, experience, and qualifications.

# **ARTICLE 18. GENERAL PROVISIONS**

## 1. NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, sex, marital status, race, color, creed, disability, national origin, political affiliation or other protected status or protected activity in accordance with applicable law. The Union shall share equally with the District the responsibility for applying this provision of the Agreement.

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

The District agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the District or any District representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of District operations in serving and carrying out its responsibility to the public.

## 2. BULLETIN BOARDS

The District agrees to make available space on existing bulletin boards at each staffed location of the District. Bulletin boards shall only be used to post information relevant to District and Union business. The Union shall limit its posting of notices and bulletins to such bulletin boards. The District shall make a good faith effort to post all available District job openings on or before the opening date. The bulletin boards shall be the official place for such postings.

## 3. RULES

The District, except in times of emergency and to protect employees and/or the public from imminent danger to safety and health, agrees to furnish to the Union copies of all future work rules to be posted prominently on the bulletin boards for a period of ten (10) calendar days, by the conclusion of which the rules will be deemed accepted by the Union.

## 4. PROTECTIVE CLOTHING

- A. The term “uniform” means protective apparel and accessories of a design required by the District to be worn by employees as a condition of employment. Ordinary work clothes are not considered uniforms when the employee has free choice of what to wear. The term “uniform” does not include any personal clothing.
- B. The term “protective device and/or protective clothing” includes but is not limited to apparel, accessories, footwear, rubber boots, hard hats, gloves, ear protection, safety glasses, and any other equipment worn to protect an employee from exposure to hazards in the workplace.

If any employee is required to wear a uniform, the District shall furnish such uniform to the employee. The District shall pay for the cost of maintaining the uniform including cleaning and laundering. The District agrees to provide an adequate number of clean pants, shirts, jackets, and coveralls for all personnel required to wear a uniform. No employee shall be required to wear any part of a uniform that is deteriorated to the point of failure to perform its intended purpose.

All treatment plant employees are required to wear protective clothing and/or protective devices while performing assigned duties where exposure to hazardous conditions or materials exists. This does not include employees who are visiting the facilities of the District for the purposes of touring or observing operations or portions thereof on a limited and infrequent basis. Protective clothing and/or protective devices shall include but is not limited to apparel, accessories, footwear, rubber boots, hard hats, gloves, ear protection, safety glasses, and any other equipment worn to protect the employee from exposure to hazards in the workplace. The District will pay the cost to purchase, maintain, repair, and replace required protective clothing and/or protective devices required to perform assigned duties where exposure to hazardous conditions or materials exists.

The District will provide up to \$300.00 every fiscal year for the purchase or repair of safety-toed protective boots subject to the provisions set forth by the District's Protective Footwear Policy. All protective footwear shall comply with the ANSI standard 241.1-1991, and any additional OSHA regulations or requirements for protective footwear and/or protective devices.

Employees who wear District provided protective clothing shall be given the last ten (10) minutes of their shift to change their clothes. Employees who have been in direct, substantial contact with sewage must change clothes and shower as soon as reasonably possible.

## 5. POSITION VACANCIES

The District shall provide notices of jobs vacancies offered by the District for which an employee may apply. Job vacancy notices will be provided to the Union or its designated representative in duplicate for posting on each bulletin board or area of bulletin board designated for Union information notices, at the same time and for the same duration as the job vacancy announcement is released for publication. Employees shall be permitted to apply for vacant positions, and vacancies shall be filled by competitive evaluation based upon knowledge, skill, ability, experience, and qualifications. The processes used to fill position vacancies shall be determined by the District, based upon methods of assessment and evaluation designed to elicit the information necessary from candidates to make a fair and competitively based selection. The District reserves the right to use whatever recruitment methods it deems appropriate to meet the District's needs, and to limit the recruitment to internal candidates when the District deems a qualified pool of prospective candidates exists. The qualifications of an employee to promote shall depend upon that employee's demonstrating current possession of the required certifications, knowledge, and skill to meet the minimum qualifications of the position prior to the promotion.

## 6. PAID TIME OFF AND SHIFT SELECTION SENIORITY

### A. PAID TIME OFF

The District and its employees agree that employees shall be permitted to request their preferred times for vacation, personal holidays, and earned compensating time off. In

the event the District conducts vacation bidding, an open period for scheduling these requests for the upcoming calendar year will begin on December 15 and end on January 15. During this open scheduling period and subject to the District's staffing needs, requests will be granted on the basis of bargaining unit seniority for any conflicts that arise among employees. Time scheduled outside of the open scheduling period shall be granted solely on a first come, first served basis, subject to the District's staffing needs, without regard to seniority. Scheduling requests shall be submitted to the employee's immediate supervisor on a District form available from the employee's supervisor or designee.

#### **B. SHIFT SELECTION and BIDDING**

The District agrees to implement a bidding system for shift selection. Employees who have completed the initial probationary period shall be eligible to bid on open shifts and days off based on classification seniority as defined in Article 21 - Seniority.

Bids will address only shift and days off. After the initial bidding, bidding will only occur for open positions. The District will post all available shifts and days off.

The mechanics of the bidding procedure will be determined at the Labor/Management Committee. Rolling on and off the new shift/day off will have nominal financial impact on the District. All bids must be in writing, signed by the bidding employee. This section does not include selection and bidding on job tasks or location.

#### **7. NEGOTIATING SESSIONS**

The Board of Directors or its designee(s) shall meet at mutually convenient times with the Union negotiating committee. All negotiating sessions shall be held on the District's premises. The Union negotiating committee shall consist of not more than three (3) members selected by the Union. Employees participating in Union-District negotiation sessions shall be permitted to do so without prejudice to their compensation, subject to advance notice to the District of the nature, purpose and extent of the session.

#### **8. AGREEMENT PUBLICATION COSTS**

Copies of the Agreement shall be made available to the parties provided that any and all costs and expenses incurred in the publication or duplication of same shall be borne by the Union and District equally.

#### **9. JOINT LABOR MANAGEMENT COMMITTEE**

The District and the Union agree to the establishment of a joint labor management committee. The purpose of this committee shall be to foster positive working relationships, promote the District's Vision and Mission, and promote effective and harmonious discussion of issues of mutual interest to the parties. The committee shall be made up of the General Manager or designee and one other management representative for the District, and the local Union President or designee and one other union member representative for the Union. Upon mutual agreement of the parties, the

number of members of the committee may be expanded to a total of six with each party having equal representation.

The committee shall meet once each calendar quarter, or by mutual agreement of the parties. The committee meetings shall be held during regular working hours, on the District's premises, and without loss of pay. The committee is a vehicle for promoting communication and harmonious labor/management relations, for preemptively addressing potential labor/management conflicts, and for discussing procedures for avoiding grievances.

The Union and the District agree to be jointly responsible for agenda preparation. Agenda topics shall be circulated among the committee members for consensus prior to finalizing the agenda. Any committee member may suggest a topic for discussion. Committee members shall endeavor to limit their discussions to those identified and agreed upon agenda items and any associated ramifications or impacts, and proposed topics for future agendas.

#### 10. ELECTRONIC MAIL

- A. Union representatives (those persons holding positions as officers within the Union) may use the District email system to communicate concerning collective bargaining matters.
- B. "Collective bargaining matters" means any of the following:
  - 1. Official Union announcements to the Union membership (such as meeting subjects, dates and times);
  - 2. The meaning, interpretation or application of this Agreement;
  - 3. The presentation and adjustment of grievances under Article 16 of this Agreement;
  - 4. Matters directly related to the collective bargaining relationship between the District and the Union.
- C. Union members may use the District email system to contact Union representatives regarding collective bargaining matters, including any of the following purposes:
  - 1. To arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
  - 2. To ask a question regarding the meaning, interpretation, or application of this Agreement;
  - 3. To present a grievance regarding the meaning, interpretation or application of this Agreement;

4. To request Union representation in matters concerning the meaning, application or interpretation of this Agreement.
- D. It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the District email system, and that the District reserves the right to access and disclose all messages sent over the District email system for any purpose.
- E. The District email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall include matters related to support or opposition to candidates or measures in any election (county elections, Union candidate elections, or otherwise).

Nothing in this Article shall be construed to waive the District's Electronic Mail Policy or any part thereof. Where a provision or provisions in this Article are found to conflict with the District's Electronic Mail Policy, the District's Electronic Mail Policy shall prevail and the conflicting provision in this Article shall be declared null and void. Where a conflict arises, District shall notify Union in writing of the conflict.

#### 11. EDUCATION REIMBURSEMENT

An employee who desires to acquire additional job-related education or training through approved courses and programs may receive reimbursement for part or all of the tuition, course fee, books or course materials provided all of the following conditions are met:

- A. The program or course has been approved in writing and in advance by the District Manager;
- B. The District Manager has concluded that each course is either work-related or part of a well-documented employee development and training plan;
- C. Each course and educational institution has been approved in writing and in advance prior to the beginning of each quarter or semester by the District Manager;
- D. The District Manager has concluded that funds are available within the budget;
- E. The employee must still be employed by the District when the course is actually completed;
- F. The employee must successfully complete the class with a grade of at least "C," "satisfactory," or "pass";

- G. The employee provides proof of successful completion with the request for reimbursement;
- H. The employee must agree to reimburse the District for all funds which he/she has received in the twelve (12) months immediately preceding any voluntary separation from employment, and must sign an authorization form allowing the District to deduct that amount from the final paycheck of the employee should it occur; and
- I. The employee must not be eligible for or receiving tuition from any other source.

## **ARTICLE 19. ALCOHOL AND DRUG POLICY**

### **Policy Statement**

Oak Lodge Water Services District is committed to providing a safe work environment for all employees. As part of this commitment, the District has a zero-tolerance policy related to the use of illegal substances and alcohol while in the workplace, or being under the influence of such substances while in the workplace. The District's primary concerns in having a policy addressing the use of alcohol and other drugs, including controlled substances, is to promote a safe work environment, promote high efficiency, protect the District's employees and assets from injury and/or damage caused by an employee under the influence of alcohol or other drugs, and to protect the District from liability. The District believes it is important for employees to operate in a manner which reflects confidence that their fellow employees can be relied upon in any routine or emergency situation.

Furthermore, since the District is a public entity, the District has a responsibility to maintain the public trust and the public safety. The District is also committed to complying with all applicable laws and regulations. Therefore, the District not only needs a controlled substances and alcohol testing program to meet its own responsibilities, but is required in some circumstances by federal regulations to establish such a program.

The Union and the District agree that the safety of the District's employees is of paramount concern. To further this concern and develop positive approaches to employee safety and wellbeing, the Union and the District agree to the Alcohol and Drug Policy attached as Appendix B to this Agreement. It is the intent of this shared commitment to foster a safe workplace where employees are free of the influence of substances that may impair judgment, affect behavior, or reduce effectiveness under any circumstances as set forth in Appendix B.

## **ARTICLE 20. SAVINGS CLAUSE**

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or portion thereof, directly specified in the

decisions; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

## **ARTICLE 21. SENIORITY**

### **1. DEFINITIONS OF SENIORITY**

Classification seniority will be based on total length of continuous service in the current classification. If it is found that two (2) or more employees within the same classification have equal classification seniority, the tie shall be broken by continuous bargaining unit seniority. If it is found that both classification and bargaining unit seniority are equal, the tie shall be broken by drawing lots. Bargaining unit seniority shall be based on an employee's total length of continuous service for the District in bargaining unit position(s). Seniority for part-time employees covered by the Agreement will be pro-rated based on their regular work schedules. Time spent on authorized leaves of absence will count as continuous service, irrespective of whether such time is paid or unpaid.

In the event the District merges with another governmental entity, employees transferred pursuant to the merger shall be credited with time spent in service with that governmental entity for purposes of both classification and bargaining unit seniority in accordance with ORS 236.610 through 236.640.

### **2. BREAKS IN SENIORITY**

An employee will lose all seniority and the employment relationship will end if any of the following events occur:

- A. Discharge of a regular employee for cause or a probationary employee "at will";
- B. Voluntary termination or retirement;
- C. Expiration of the eighteen (18) month recall period;
- D. Absence from work due to off-the-job illness or off-the-job injury for more than eighteen (18) months;
- E. Refusal to accept a position offered through recall or failure to notify the District of intent to return to work pursuant to a recall notice sent by certified mail sent to the last address on District records within fourteen (14) calendar days of mailing or ten (10) calendar days of receipt, whichever occurs earlier;
- F. Failure to report for work upon expiration of an authorized leave of absence or, in the case of an absence due to off-the-job injury or illness, failure to report for available work within seven (7) calendar days of receipt of a limited or full medical release to return to work;

- G. Absence from work due to an on the job injury or on the job illness for up to three (3) years from original date of injury or illness in accordance with applicable law; and
- H. Failure to return from military leave, in accordance with applicable law.

## **ARTICLE 22. UNION RIGHTS**

### **1. NEW EMPLOYEE ORIENTATION**

A Union representative will be allowed up to thirty (30) minutes on paid time during the employee orientation to make a presentation to the represented employees.

### **2. MAINTENANCE OF MEMBERSHIP**

Employees who are current members of the Union at the signing of this Agreement or who sign a Union membership card subsequent to the signing of this Agreement shall maintain their Union membership for the duration of the collective bargaining agreement. Maintenance of membership shall be a condition of employment.

### **3. RETIREE NOTICE**

The Employer will send a report to the Union of the names of individuals who have retired the previous month.

### **4. LOST TIME FOR UNION BUSINESS**

**Brown Bag Lunches:** The District will support brown bag lunches by the Union by providing space for such lunches, subject to room availability and upon mutual agreement. Employees may attend such lunches only during their non-work time.

## **ARTICLE 23. MANAGEMENT RIGHTS**

The District shall retain all rights and privileges except as specifically restricted by other provisions of this Agreement, and State and Federal law. District rights include but are not limited to the right to:

- Determine its mission, establish policy and set forth all standards of service;
- Plan and direct all aspects of work including the determination of the operations or services to be conducted;
- Determine the methods, means, and number of personnel needed;
- To schedule and assign work;
- Hire, assign, promote, lay-off and take disciplinary action for just cause;
- Make, publish, and enforce rules and regulations;

- Introduce new or improved methods, equipment, or facilities; and
- Contract for goods and services.

The District is not limited or restricted by past practice, rule, regulation or custom in making changes in policy, procedure, rules or regulations to carry out the mission of the District. However, changes in mandatory subjects of bargaining which are not consistent with past practice shall be subject to negotiations pursuant to ORS 243.650 et seq.

In case of disagreement between the parties on the bargaining obligation of the District, the dispute shall be submitted to the Employment Relations Board.

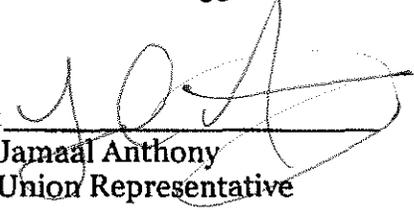
**ARTICLE 24. TERMINATION**

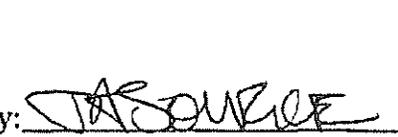
This Agreement shall become effective upon execution, and shall remain in full force and effect until June 30, 2020, or the date of signing of a subsequent Agreement whichever last occurs. It shall be automatically renewed on July 1, 2020, and each year thereafter unless either party notifies the other in writing not later than March 1 that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than April 1.

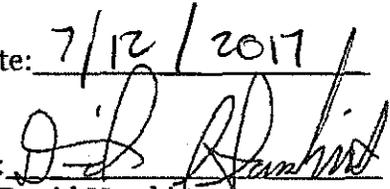
This Agreement may be amended at any time by mutual agreement of the Union and District; such amendments shall be in writing and signed by both parties.

AFSCME LOCAL 350-10

OAK LODGE WATER SERVICES DISTRICT

By:   
 Jamaal Anthony  
 Union Representative

By:   
 Jason Rice  
 Interim General Manager

Date: 7/12/2017  
 By:   
 David Hawkins  
 Union President

Date: 7/12/17

Date: 7/12/17

**Appendix A - Wage Scale  
Oak Lodge Water Services District**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Classification / Position
	Cert 1	Cert 1	Cert 2	Cert 2	Cert 2	Cert 3	Cert 3	*See below.
1	\$45,471 \$3,789 \$21.86	\$47,289 \$3,941 \$22.73	\$49,181 \$4,098 \$23.64	\$51,148 \$4,262 \$24.59	\$53,194 \$4,433 \$25.57	\$55,322 \$4,610 \$26.60	\$57,535 \$4,795 \$27.66	Administrative Specialist I
2	\$49,152 \$4,096 \$23.63	\$51,118 \$4,260 \$24.58	\$53,163 \$4,430 \$25.56	\$55,290 \$4,607 \$26.58	\$57,501 \$4,792 \$27.64	\$59,801 \$4,983 \$28.75	\$62,193 \$5,183 \$29.90	Administrative Specialist II
3	\$56,932 \$4,744 \$27.37	\$59,209 \$4,934 \$28.46	\$61,577 \$5,131 \$29.60	\$64,041 \$5,337 \$30.79	\$66,602 \$5,550 \$32.02	\$69,266 \$5,772 \$33.30	\$72,037 \$6,003 \$34.63	Plant Operator* Maintenance Mechanic Utility Worker*
4	\$57,098 \$4,758 \$27.45	\$59,382 \$4,949 \$28.55	\$61,757 \$5,146 \$29.69	\$64,228 \$5,352 \$30.88	\$66,797 \$5,566 \$32.11	\$69,469 \$5,789 \$33.40	\$72,247 \$6,021 \$34.73	Outreach and Program Specialist Administrative Specialist III
5	\$61,487 \$5,124 \$29.56	\$63,947 \$5,329 \$30.74	\$66,504 \$5,542 \$31.97	\$69,165 \$5,764 \$33.25	\$71,931 \$5,994 \$34.58	\$74,808 \$6,234 \$35.96	\$77,801 \$6,483 \$37.40	Development Review Specialist
6	\$66,417 \$5,535 \$31.93	\$69,074 \$5,756 \$33.21	\$71,837 \$5,986 \$34.54	\$74,710 \$6,226 \$35.92	\$77,698 \$6,475 \$37.35	\$80,806 \$6,734 \$38.85	\$84,039 \$7,003 \$40.40	Pollution Prevention Specialist* Operations Process Specialist*
7	\$71,721 \$5,977 \$34.48	\$74,590 \$6,216 \$35.86	\$77,574 \$6,464 \$37.29	\$80,677 \$6,723 \$38.79	\$83,904 \$6,992 \$40.34	\$87,260 \$7,272 \$41.95	\$90,750 \$7,563 \$43.63	Technical Services Coordinator

\*Certification level requirements apply to employees in classifications / positions denoted with asterisks. See Article 12 for the special rules applicable to step progression for employees in those classifications / positions. Certifications refer to State of Oregon Department of Environmental Quality Wastewater Systems Certifications (Treatment and Collections) and Oregon Health Authority Drinking Water Systems Certifications (Distribution and Treatment).

## **APPENDIX B - DRUG AND ALCOHOL POLICY**

The District is committed to providing a safe work environment for all employees. The District is also committed to promoting efficiency, maintaining standards and protecting the public from injuries and accidents that may arise when employees report to work with alcohol, illegal substances or medications that impair their ability to perform their job duties in their systems.

### **SECTION 1: APPLICABILITY**

This Policy applies to all AFSCME represented employees.

Employees in DOT regulated positions as described in Attachment A of this Appendix must comply with all aspects of this Policy and the stricter DOT standards incorporated in this Policy. (See Attachment A for a list of DOT positions.)

### **SECTION 2: PROHIBITED CONDUCT**

Under the District's policy the following conduct is prohibited for all employees:

- A. Consuming alcohol or using drugs while "on duty" (defined to include breaks or meal periods), operating District vehicles or using District equipment;
- B. Buying, selling, manufacturing, distributing, dispensing or possessing illegal drugs, while on duty and/or on District property;
- C. Reporting for work or being on duty with a prohibited level of alcohol or drugs present in the employee's body as set forth in Attachment B of this Appendix; in addition, no Employee shall report to work, or be on duty having the odor of alcohol or drugs on their person.
- D. Refusing to submit to a required drug or alcohol test; providing an invalid specimen, interfering with any testing procedures; or tampering with any test sample or otherwise failing to comply with rehabilitation conditions or other restriction imposed by a Substance Abuse Professional (SAP) consistent with this Policy. (In addition, a safety-sensitive employee who refuses to test will be treated as if he/she had a breath alcohol concentration of 0.04 and/or tested positive for drugs.);
- E. Consuming alcohol within four (4) hours prior to performing DOT or safety-sensitive job duties as set forth in Attachment A.
- F. Consuming any amount of alcohol within eight (8) hours following an accident in which there is a fatality or a moving violation in connection with an injury or tow-away accident involving an employee with a CDL or DOT safety-sensitive employee undergoes a post-accident test (whichever is first);

- G. Buying, selling, distributing or possessing alcohol while on the job or on District property;
- H. Being on standby duty with a prohibited level of alcohol or drugs present in the employee's body, as set forth in Attachment B;
- I. Consuming any amount of alcohol between the time notification of testing is issued and the time testing is actually conducted; and/or
- J. Engaging in any other violation of this Policy.

For purposes of this Policy "drugs" includes all forms of narcotics, depressants, stimulants, hallucinogens, opiates, phencyclidine (PCP), cocaine and cannabis, or any other drug whose sale, purchase, transfer, use or possession is prohibited by law. See Attachment B for prohibited drug testing levels.

"Drugs" does not include lawful prescription and non-prescription medications obtained, used, transferred, possessed, and reported consistently with the label, physician instructions, applicable law and the Medications section of this Policy. (But see Medical Marijuana Section 3. below.)

"District property" includes all property rented, leased, owned or controlled by the District, including parking lots. It also extends to District equipment and vehicles on or off District property and worksites.

### **SECTION 3: MEDICAL MARIJUANA**

The District will not excuse or accommodate medical marijuana use by employees in DOT positions. With regard to employees in non-DOT positions, medical marijuana will continue to be treated as a "drug" subject to the prohibitions in the Prohibited Conduct section of this Policy. Additionally, employees must comply with medication disclosure requirement under this Policy.

### **SECTION 4: NOTIFICATION OF ALCOHOL CONSUMPTION FOR UNSCHEDULED WORK**

In the event an employee who is not on standby is called to report for unscheduled work without at least eight (8) hours advance notice and the employee has alcohol in his/her system in an amount that he/she feels may violate section (c) of the Prohibited Conduct section of the Policy, the employee must disclose that he/she is unable to report for the unscheduled work for that reason. Employees who make this disclosure will be excused from reporting for work.

### **SECTION 5: NOTIFICATION OF CONVICTIONS**

Employees must notify the Human Resources Manager in writing of any conviction for a violation of a criminal drug or alcohol statute occurring in the workplace no later than five (5) calendar days after such conviction. Employees whose jobs require them to drive

must also immediately notify the Human Resources Manager of any restriction, suspension, or loss of their driver's license due to drugs or alcohol.

## **SECTION 6: MEDICATIONS**

Employees using prescribed drugs or authorized prescription or non-prescription medications are responsible for carefully reviewing side effects warnings, including any warnings about use of a combination of medications, and for consulting with their doctor to determine whether there are any side effects that are affecting or will affect the employee's ability to safely and competently perform their job duties. If the employee or his/her doctor feels that the employee is experiencing such side effects, the employee must notify his/her supervisor or the Human Resources Manager before working with the medication in his/her system. The employee need not disclose the medical condition for which the medication is being taken unless the District determines that it is necessary to comply with its legal obligations. Medical verification of the ability to safely perform job duties may be required before the employee is allowed to continue his/her work assignment. The District reserves the right to require a second opinion if it has reason to question the validity or reliability of the employee's doctor's opinion. In the event of a conflict, a third doctor may be selected by the District to resolve the conflict.

Although the lawful use of medication that has been prescribed to an employee is not grounds for disciplinary action by itself, failure to follow the reporting procedure discussed above or comply with other provisions will be a violation of this Policy. It is also a violation of this Policy for an employee to use medication inconsistent with the prescription or label, to unlawfully transfer prescription medication (including but not limited to selling or giving prescription medication to another person), and to use medication that is unlawfully obtained (including but not limited to using medication prescribed to another person).

## **SECTION 7: CONSEQUENCES OF PROHIBITED CONDUCT**

Any employee who violates this Policy is subject to discipline up to and including discharge. Violations of this Policy will, however, be evaluated on a case-by-case basis and the level of discipline imposed will be based on the seriousness of the offense, except as described below.

In determining the appropriate action, the District shall consider an individual's work record, the seriousness of the violation, the safety-sensitivity of the individual's position, whether the individual's behavior violated any other District policy, whether a sanction or corrective action is permissible under applicable law and any other relevant factors.

Employees in DOT positions whose alcohol test results are between 0.02 and 0.039 cannot be returned to their position until at least 24 hours have elapsed from the time of their testing.

Employees in DOT positions who test positive for controlled substances, or have a confirmed alcohol test result of 0.02 or above cannot return to their job duties until:

- A Substance Abuse Professional (SAP) evaluates the employee, and the employee undergoes education or seeks treatment as recommended by the SAP;
- The SAP determines the employee has successfully complied with the recommended education or treatment;
- The employee passes a return to duty test with an alcohol concentration below 0.02 and/or a negative drug test result.

For all other employees, the same return to duty Policy will apply, except the testing threshold will be .04 rather than .02.

## **SECTION 8: TYPES OF TESTS**

The District will test employees for the substances listed in Attachment B.

### **Pre-Employment and Pre-Placement**

Applicants who are offered employment in a safety-sensitive position will be tested for drug use as a condition of employment.

Employment is contingent upon receipt of a verified negative test result from the District's authorized Medical Review Officer (MRO). To ensure validity, the District requires prompt recollection for negative dilute pre-employment tests.

### **Reasonable Suspicion**

Any employee of the District may be required to undergo testing for drugs and/or alcohol with 'reasonable suspicion.'

'Reasonable suspicion' is defined as cause based on specific and articulated observations concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has reported to work or returned to duty with alcohol or drugs present in his/her body. Whenever practicable, the decision to test for 'reasonable suspicion' will be made by the employee's supervisor and confirmed by another supervisory or management employee.

To ensure validity, the District requires prompt re-collection for negative dilute reasonable suspicion tests.

Employees shall have the right to Union representation whenever they are questioned about violations of the Policy. The District will notify employees who are directed to undergo testing that they are not required to answer questions without a Union representative present.

## **Random**

Employees in DOT positions will be tested for alcohol and illegal drugs on an unannounced, random basis in accordance with DOT regulations. Employees selected must immediately and directly proceed to the collection/testing site upon notification.

Random testing for drugs and alcohol will be limited to regular work hours.

## **Return to Duty**

Employees must submit to testing as set forth in the Consequences of Prohibited Conduct section of this Policy before being permitted to return to work. Employees who test positive in a return to duty test will be subject to discipline up to discharge. A negative return to duty test is a condition for returning to work.

## **Rehabilitation and Return to Work Agreement**

Employees must submit to testing as set forth in a signed Rehabilitation and Return to Work Agreement. Employees who test positive or otherwise violate such agreements will be subject to automatic discharge.

## **Follow-up**

Follow up tests will be required when an employee in a DOT position has engaged in prohibited conduct under this Policy. These tests are performed after the employee has been evaluated by an SAP, and has followed the recommended treatment plan. The employee, upon returning to duty, will be subject to a minimum of six (6) unannounced follow-up tests over the first twelve (12) months following the employee's return to work. The SAP may recommend any number of tests over a period of up to sixty (60) months. Employees who test positive in any follow up test will be subject to discharge. The actual number and frequency of the tests are to be determined by the SAP.

Moreover, the District may require testing of any employee under its own authority pursuant to a Rehabilitation and Return to Work Agreement.

## **Post Accident**

Both drug and alcohol testing will be performed on any employee with a CDL following any on-the-job accident involving a fatality, or vehicular accident in which he/she receives a citation for a moving violation arising from the accident AND there is an injury treated away from the scene OR a vehicle that must be towed away from the scene.

In addition, any employee may be required to undergo testing for alcohol and/or drugs following any type of accident when there is reasonable suspicion to believe the employee had alcohol or drugs in his/her system as described in the "Reasonable Suspicion" testing provisions set forth above. The accident by itself is not "reasonable suspicion" for testing.

Employees who are required to undergo testing for alcohol will be required to do so as soon as possible after the accident. Post-accident alcohol testing should take place within two (2) hours of the accident, but no later than eight (8) hours after the accident. If alcohol testing is not conducted within two (2) hours of the decision to test, the District will document the reasons the test was not promptly administered. Employees will be required to undergo testing for drugs as soon as possible after the accident, but in no case later than thirty-two (32) hours after the incident. An employee who is subject to post-accident testing is required to remain readily available for testing.

At the time an employee is tested, the employee shall be informed that the employee shall have the right to Union representation at the time the test results are shared with the employee and at any subsequent interviews regarding violations of the Policy. An employee shall also be told of his/her right to representation at the time test results are shared with the employee and told again at any subsequent interviews regarding violations of the Policy.

Employees who are injured as a result of an accident, but are unable to timely submit to testing as required under this Policy, due to the need to obtain emergency or other medical treatment, are required to release the results of all alcohol and drug tests conducted by law enforcement or medical authorities to the District.

#### **SECTION 9: REHABILITATION AND TREATMENT**

Employees who undergo rehabilitation in lieu of discharge or other disciplinary action will be required to submit to individualized testing pursuant to a Rehabilitation and Return to Work Agreement imposed by the District, and as otherwise required by the SAP.

#### **SECTION 10: TRANSPORTATION TO TEST SITE**

Employees who are required to submit to either reasonable suspicion or post-accident testing are prohibited from transporting themselves to or from the collection site and/or home. A management or supervisory employee will transport the employee or arrange alternate transportation.

The time an employee spends traveling to and from the collection site, as well as time spent in testing and waiting for testing will be treated as “hours worked” for pay purposes except for split sample testing requested by the employee.

#### **SECTION 11: TESTING SAFEGUARDS**

All testing will be conducted at a laboratory certified by the Department of Health and Human Services (DHHS) in accordance with the standards disseminated by the US Department of Transportation (DOT) (49 CFR Part 40). All drug tests will be conducted through collection of a split sample.

Urine specimens less than 45 mL in volume will be discarded by the collection facility. In such cases, the employee will be advised to drink up to forty (40) ounces of fluids and

will have up to three (3) hours to produce a urine sample of adequate volume. Employees who do not provide a urine specimen of adequate volume within three (3) hours will be referred to a physician to determine whether there was a legitimate medical explanation for the apparent inability to provide a specimen, or the incident constitutes a refusal to test.

If a urine specimen shows a temperature outside the acceptable range (colder than 90 degrees or warmer than 100 degrees) or appears to have been adulterated, the collection facility will make a note on the custody and control form and notify the employee that he/she will need to provide a second urine specimen. In the case of DOT covered employees, the second collection must be conducted under direct observation. Any employee being instructed to provide a second urine specimen must remain at the collection facility until a new urine specimen is provided, or the incident will be considered a refusal to test.

All positive drug tests will be confirmed by a second confirming test from the same sample before the test result is reported as positive to the MRO. Individuals with positive tests will have an opportunity to discuss the results with the MRO before the result is reported to the District.

Drug and alcohol test results will be reported to the Human Resources Manager and the Department Director.

Any employee who tests positive for drugs may request a test of the remaining portion of the urine sample (the split sample) within seventy-two (72) hours of notification of a positive test result. CDL drivers must direct requests to the MRO. All other requests for tests must be made to the Human Resources Manager. The cost of split sample/retesting will be borne by the employee. In the event the split test result is negative, the employee shall be reimbursed for the cost of the split test.

## **SECTION 12: ADMINISTRATION OF TESTING**

To ensure this policy is applied consistently, the Human Resources Manager will be responsible for the coordination and administration of the Alcohol and Drug Testing Program.

It will serve as a liaison with the collection facility, the laboratory, and the Substance Abuse Professionals, with support of the District's third-party administrator. Moreover, it will advise employees who have engaged in prohibited conduct of the resources available for evaluating and resolving the problems associated with the drug and alcohol usage.

## **SECTION 13: CONFIDENTIALITY**

All information associated with the drug and alcohol testing program including drug or alcohol test results or treatment procedures will be treated as confidential information and will be accessible only to those designated personnel and other designated representatives with a need to know, and as required under DOT regulations.

## **SECTION 14: REHABILITATION OPTIONS**

The District attempts to provide employees the opportunity to deal with drug and alcohol related problems. Any employee who voluntarily requests assistance in dealing with a drug and/or alcohol problem is encouraged to seek professional counseling for an assessment with a licensed or certified alcohol and drug professional.

Professional counseling and treatment programs for drug and/or alcohol problems may be available through District provided health insurance or the District's Employee Assistance Program (EAP). Any cost not covered by the health insurance or the EAP is the employee's responsibility.

## **SECTION 15: BEFORE COMMITTING A POLICY VIOLATION**

When an employee voluntarily reports a drug or alcohol dependency to his/her supervisor, Department Director or HR Director and seeks assistance before violating this Policy, that employee will be placed on a leave of absence or adjusted working hours as necessary to allow for in-patient or out-patient treatment.

Employees in safety-sensitive positions who voluntarily inform the District that they have a drug or alcohol-related problem prior to a Policy violation or testing requirement will be removed from their duties to allow for rehabilitation and treatment. The employee will not be permitted to return to their regular duties until such time as the SAP provides the District with written verification that the employee has substantially completed the recommended assistance, but may be returned to other available non-safety sensitive duties with approval from the District. Employees must authorize the SAP and treatment provider(s) to provide the Human Resources Manager with information regarding his/her recommendations for education/treatment and follow up testing as well as the employee's compliance with those recommendations.

Employees may not self-refer for treatment or rehabilitation services in lieu of taking required tests.

## **SECTION 16: AFTER COMMITTING A POLICY VIOLATION**

Employees who claim drug or alcohol dependencies after violating this Policy are subject to discipline consistent with this Policy, regardless of such dependencies.

The District may, however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of suspension, discharge or other disciplinary action, provided the employee agrees to all treatment, rehabilitation, testing and other conditions as set forth in a written Rehabilitation and Return to Work Agreement required by the District (see Attachment C). Any employee who violates the terms of the Agreement is subject to immediate termination.

An employee may be required to participate in a drug and/or alcohol treatment program and follow-up care because of disciplinary action arising from a drug and/or alcohol

problem, or as a condition of continued employment. A SAP must first evaluate an employee who is so required and determine any necessary assistance.

### **SECTION 17: ABSENCES FROM WORK RELATED TO POLICY ENFORCEMENT**

The time an employee is absent from work while awaiting SAP evaluation; enrollment in rehabilitation treatment; completing treatment; and obtaining verification of ability to return to work, as well as the time an employee spends waiting to be returned to work is not considered disciplinary in nature. Consequently, employees who are absent from work for these reasons are eligible to use paid time off (vacation, sick, compensatory time and personal holiday pay) during such absences. Once an employee's paid time off benefits have been exhausted, an employee's time off for these purposes will be unpaid.

### **SECTION 18: COST OF TESTING**

The District will be responsible for payment of all alcohol and drug tests required by the District. If an employee requests a split specimen test or decides to undergo a split test or any other test not required by the District, the employee will be responsible for the cost of the test. If the split test is negative, the employee shall be reimbursed for the cost of the split test.

The District may deduct payment for these tests from the employee's wages upon receipt of a written consent to deduct the cost of the test from the employee. Employees who do not provide written authorization must pay for the test directly.

## **ATTACHMENT A**

### **DOT POSITIONS**

Safety-sensitive positions are those in which there is a higher chance of injury to the employee, his/her co-workers, and/or the public than in other District jobs. Safety-sensitive positions may or may not be covered under the DOT regulations.

DOT positions which require a commercial driver's license may include employees in the following job classifications:

- Plant Operator
- Utility Worker
- Pollution Prevention Specialist

**ATTACHMENT B**  
**DRUG TESTING LEVELS**

The following DOT initial and confirmatory cutoff levels shall be used when testing for all positions:

<b>Initial test analyte</b>	<b>Initial test cutoff concentration</b>	<b>Confirmatory test analyte</b>	<b>Confirmatory test cutoff concentration</b>
Marijuana metabolites	50 ng/mL	THCA <sup>1</sup>	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoylcegonine	100 ng/mL
Opiate metabolites Codeine/Morphine <sup>2</sup>	2000 ng/mL	Codeine, Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines <sup>3</sup> AMP/MAMP <sup>4</sup>	500 ng/mL	Amphetamine Methamphetamine <sup>5</sup>	250 ng/mL 250 ng/mL
MDMA <sup>6</sup>	500 ng/mL	MDMA MDA <sup>7</sup> MDEA <sup>8</sup>	250 ng/mL 250 ng/mL 250 ng/mL

<sup>1</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

<sup>2</sup> Morphine is the target analyte for codeine/morphine testing.

<sup>3</sup> Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

<sup>4</sup> Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

<sup>5</sup> To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

<sup>6</sup> Methylenedioxyamphetamine (MDMA).

<sup>7</sup> Methylenedioxyamphetamine (MDA).

<sup>8</sup> Methylenedioxyethylamphetamine (MDEA).

## **ALCOHOL TESTING LEVELS**

For employees in CDL or safety sensitive positions, an initial Breath Alcohol Concentration (BrAC) screening result of less than 0.02 g/210 L will be considered negative. If the employee's BrAC is 0.02 or greater, a second confirmation test will be conducted using an Evidential Breath Test (EBT). An employee will be considered to be in violation of Prohibited Conduct, Section (c) whenever the employee has a BrAC of 0.02 g/210 L or greater. For non-CDL employees, the same screenings will be conducted with less than 0.04 percent considered negative.

These drug and alcohol testing levels are intended to be consistent with DOT standards. In the event that DOT testing substances and/or testing cutoff levels change, the above list shall be automatically adjusted to be consistent with DOT standards.

## ATTACHMENT C

### REHABILITATION AND RETURN TO WORK AGREEMENT

I, \_\_\_\_\_ [print name] understand that in lieu of discharge I am being allowed to continue in the employment of the Oak Lodge Water Services District, subject to the following requirements:

1. I agree to be evaluated by a SAP and further agree to immediately enroll in and complete education or an inpatient or outpatient rehabilitation program as recommended by the SAP and approved by the District.

If inpatient treatment is recommended and approved, I will be placed on a leave of absence. During the period of my leave, I will be eligible to receive sick leave benefits, as allowed under the collective bargaining agreement. In the event I do not have sufficient sick leave benefits to cover the period of my leave, I will be paid from my accrued compensatory time, followed by my vacation leave accruals until my paid leave banks are depleted, unless I request and receive approval from the District to take unpaid time. If outpatient treatment is approved, I will notify my supervisor of my treatment schedule and remain available for work assignments upon request.

2. I agree to comply with and complete all conditions of treatment and any after-care or follow-up counseling recommended by my SAP.
3. The District has my permission to communicate with my physician(s) and SAP regarding my enrollment, progress and completion of rehabilitation recommendations. The District also has my permission to verify my attendance at meetings and compliance with all treatment, after-care and follow-up recommendations, including but not limited to testing commitments.

4. I agree to immediately notify the Human Resources Manager or her designee after I have completed my treatment program.

5.  **NON-DOT EMPLOYEES WHO TEST POSITIVE FOR DRUGS** – I understand that I will be subject to suspicion-less testing for drugs for a period of 24 months following the date of my signature.

**DOT EMPLOYEES** - I understand that I will be subject to follow-up testing a minimum of 6 times within the first 12-month period after I sign this Agreement. The frequency and number of tests are determined by the SAP and may continue up to a maximum of 60-months.

A positive test result or refusal to fully and immediately cooperate with a testing request may result in my immediate termination.

- 6. I understand that this Agreement constitutes a final warning, that my return to work and continued employment are contingent upon my compliance with all of the above terms. If I violate this Agreement or commit any subsequent violation of the District's Alcohol and Drug Policy within 24 months, I will be subject to discharge in accordance with the Policy.
- 7. I agree to comply with the District's Alcohol and Drug Policy and specifically agree to refrain from the use of alcohol and/or drugs consistent with my rehabilitation program.

I understand that if I violate anything in this Agreement or commit any subsequent violation of the District's Alcohol and Drug Policy, within 24 months, I will be subject to further discharge in accordance with the Policy.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\*NOTE: This standard form may be varied with agreement from the Union and/or employee

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between Oak Lodge Sanitary District (DISTRICT) and Oak Lodge Sanitary District Employees, Local 350-10, AFSCME Council 75 (Union).

WHEREAS, the parties have modified Article 12 – Section 2 of the Collective Bargaining Agreement effective July 1, 2014 through June 30, 2017 (Agreement) to require employees in certain job classifications to obtain specified levels of certification by the conclusion of the Agreement in order to progress through the steps in the Compensation Schedule.

WHEREAS, one employee affected by this modification will be unable to obtain the specified certification level by the expiration of the Agreement due to DEQ experience requirements and would consequently face being returned to a lower step on the salary schedule at that conclusion of the Agreement.

WHEREAS, it is not the DISTRICT desire to penalize the affected employee economically for failing to obtain a certification, which is beyond his control to obtain.

THEREFORE, the DISTRICT agrees as follows:

1. In the event Abe Merritt remains employed in any of the classifications specified in Article 12 – Section 2 at the conclusion of the Agreement, he will be granted one additional year to obtain the Certification 3 required for employees in such positions.
2. In the event Abe Merritt does not obtain a Certification 3 by June 30, 2018, he will be placed on the highest step for the certification he holds, effective the first pay period after July 1, 2018.

The parties acknowledge their Agreement with the terms of this Memorandum of Agreement by signing below.

FOR THE DISTRICT:

  
\_\_\_\_\_  
Signature

05/14/2014  
\_\_\_\_\_  
Date

FOR THE UNION:

  
\_\_\_\_\_  
Signature

5/19/14  
\_\_\_\_\_  
Date

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between Oak Lodge Water Services District (DISTRICT) and Oak Lodge Water Services District Employee, Local 350-10, AFSCME Council 75 (UNION).

WHEREAS, the parties have modified Article 12 – Section 2 of the Collective Bargaining Agreement effective July 1, 2017 through June 30, 2020 (AGREEMENT) to require employees in certain job classifications to obtain specified levels of certification by January 1, 2018 in order to progress through the steps in the Compensation Schedule.

WHEREAS, one employee affected by this modification will be unable to obtain the specified certification level by the January 1, 2018 deadline due to Oregon Drinking Water Services experience requirements and would consequently face being returned to a lower step on the salary schedule.

WHEREAS, it is not the DISTRICT's desire to penalize the affected employee economically for failing to obtain a certification, which is beyond his control.

THEREFORE, the DISTRICT and UNION agrees as follows:

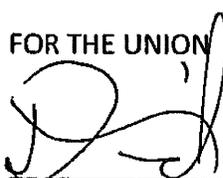
1. Dave Seifert will be allowed to advance through the pay scale contained within Appendix A of AGREEMENT for the Utility Worker position despite not having a Certification 3.
2. In the Event Dave Seifert does not obtain a Certification 3 by December 31, 2019, he will be placed on the highest step for the certification he holds, effective January 1, 2020.

The parties acknowledge their Agreement with the terms of the Memorandum of Agreement by signing below.

FOR THE DISTRICT

  
\_\_\_\_\_  
Signature

7/21/17  
Date

FOR THE UNION  
  
\_\_\_\_\_  
Signature

7/21/17  
Date