

COLLECTIVE BARGAINING AGREEMENT

By and Between

**ROCKWOOD WATER PEOPLE'S
UTILITY DISTRICT**

and

**ROCKWOOD WATER PEOPLE'S
UTILITY DISTRICT EMPLOYEES
LOCAL 350-8, AFSCME COUNCIL 75
AFL-CIO**

Effective July 1, 2017- June 30, 2022

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ARTICLE 1

PARTIES AND PURPOSE

1.1 **Parties.** This Agreement is between Rockwood Water People's Utility District Employees Local 350-8, AFSCME Council 75, AFL-CIO (hereinafter referred to as "Union"), and Rockwood Water People's Utility District (hereinafter referred to as "Employer").

1.2 **Purpose.** The purpose of this Agreement is to establish hours of work, rates of pay, benefits, working conditions, and other terms and conditions of employment under which employees covered by this Agreement will be employed during its term.

ARTICLE 2

UNION RECOGNITION AND REPRESENTATION

2.1 **Union Recognition.** Employer recognizes the Union as the exclusive representative for all employees in the bargaining unit certified by ERB in Case No. RC-6-95 for purposes of collective bargaining to the extent authorized by Oregon law other than those excluded by Section 2.2 below. Employer and Union further agree that any dispute concerning the composition of the bargaining unit will be resolved exclusively by the Employment Relations Board.

2.2 **Bargaining Unit Exclusions.** The following categories of employees are excluded from the bargaining unit and shall not be subject to the terms and conditions of this Agreement: supervisors, confidential, and temporary employees.

ARTICLE 3

FAIR SHARE AND DUES COLLECTION

3.1 **Fair Share.** All employees who are members of the Union on the day this Agreement was signed and have requested deductions pursuant to ORS 292.055 will have Union dues deducted from their paychecks in accordance with that law for the duration of this Agreement. All employees covered by this Agreement who are not members of the Union on the day this Agreement was signed shall make payments in lieu of dues to the Union. Employees hired after the day this Agreement was signed who do not become members of the Union within 30 days of employment will also be required to make such payments in lieu of dues. Except to the extent superseded by Oregon law, the amount of such payments are to be determined by the Union.

3.2 **Religious Objection.** An employee who is obligated to make the payments required by Section 3.1 and has or develops sincerely held religious beliefs against joining or financially supporting a labor organization may pay an amount of money equivalent to regular dues to a nonreligious charity mutually agreed upon by the employee and the Union.

Payments are to be made on a regular monthly basis or in advance, and proof of payment will be sent by the employee to the Union within 15 calendar days of each payment.

3.3 Dues Collection. An employee who is required to remit dues, fees, assessments, or any other payments or contributions to the Union may do so by signing an appropriate authorization for deduction form allowing the employer to withhold such monies from the employee's paycheck.

3.4 Remit to Union. The Employer agrees to remit any monies withheld under Section 3.3 to the Union on a monthly basis to the Union's Treasurer together with an itemized statement.

ARTICLE 4

OTHER UNION RIGHTS

4.1 Union Staff Representative, Officers, and Shop Stewards. The Union will notify Employer in writing of the names of its staff representative(s) assigned to the bargaining unit and of its local officers and shop stewards (and any alternates), and thereafter shall notify Employer in writing of any changes within 10 calendar days.

4.2 Union Access. The Union staff representative(s) designated in Section 4.1 shall be allowed reasonable access to the worksite to ensure the proper enforcement of this Agreement, provided he/she has obtained advance permission from a supervisor and observes all of Employer's safety and security rules, but absent mutual agreement contacts with employees shall be limited to nonworking times such as breaks and meal periods.

4.3 Interviews and Investigations. An employee may request the presence of a shop steward or alternate who has been designated under Section 4.1 in any meeting with Employer which is investigatory in nature and which the employee reasonably believes could result in disciplinary action, provided that this shall only apply to one such representative, that the steward or alternate informs his/her supervisor in advance of the need to cease work, and that the time shall be limited to the actual duration of such meeting plus a maximum of 30 contiguous minutes. The steward shall suffer no loss of straight-time wages by assisting employees who have requested their presence under this provision. An employee may also request the presence of the Union staff representative, and Employer shall be required to grant such requests if in Employer's opinion it would not unreasonably delay the meeting provided; however, that upon request, the Union staff representative or his/her designee shall be entitled to a delay of up to seven calendar days to participate in any hearing required by Section 8.4.

4.4 Union Negotiations. If mutually agreed, collective bargaining negotiations may be held during Employer's regular scheduled operating hours, otherwise it will be held outside of regular scheduled operating hours.

4.5 Union Business During Working Hours. Except as specifically authorized by Sections 4.2, 4.3, and 4.4, employees may not engage in any Union activities or business during their working hours (which shall not include rest periods and meal periods).

This includes, but is not limited to, union meetings, preparation for or negotiations, grievance meetings or arbitration, and applies to all Employer equipment, including electronic mail, personal computers and computer software, but excluding the periodic use of in-house mail distribution systems, telephones and voice mail. However, employees may engage in Union activities or business during their nonworking time, including rest periods and meal periods, and may use any Employer equipment for that purpose which employees by policy or recognized practice have been allowed to use for other nonbusiness purposes and/or which outside organizations have been allowed to use, but the Union shall be responsible for the same charges, if any, required of outside organizations.

4.6 Union Bulletin Board. Employer will provide two bulletin boards at a location of its selection for the Union's use in communicating with members of the bargaining unit. The bulletin boards will be located in a place convenient to bargaining unit employees and will be used exclusively for the posting of official Union notices. The Union shall keep the bulletin boards neat and orderly and agrees that material which might reasonably be deemed profane, obscene, or defamatory will not be posted and that any such material may be removed by the Employer without notice.

4.7 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 must be a condition of employment.

4.8 New Employee Orientation. A Union representative will be allowed up to thirty (30) minutes during the new employee orientation to make a presentation to represented employees. However, if the Employer fails to provide the Union with timely advance notice of the new employee orientation meeting, the Union representative must be allowed to meet with the employee at another time for thirty (30) minutes also on paid time.

4.9 Retiree Communication. The Employer will send a monthly report to he Union of the names of individuals that have retired the previous month. For purposes of this Agreement a retiree shall be defined as a person who has given the Employer written notice that he/she is separating from the District by retirement and that person has actually separated from the District.

ARTICLE 5

MANAGEMENT RIGHTS

5.1 Management Rights. Except as clearly and expressly limited by specific provisions of this Agreement, the rights of Employer in all respects to manage its operations, affairs, and work force shall be totally unimpaired.

5.2 Scope of Rights. Without limitation, but by way of illustration, among the management rights which are otherwise exclusively reserved to Employer are the rights to:

- a. Direct and supervise the work force and assign work duties;
- b. Appoint, promote, transfer, layoff, assign and retain employees;
- c. Discipline, demote, discharge, suspend or reprimand employees (but subject to Article 8);
- d. Maintain the efficiency of operations;
- e. Take such action as may be necessary to carry out services in extraordinary circumstances or emergencies without regard to any of the seniority provisions of this Agreement;
- f. Determine the methods, means, and employees by which operations are to be carried out;
- g. Establish reasonable work and safety policies, rules, attendance, and performance standards;
- h. Evaluate performance;
- i. To determine the need for any reduction or increase in the work force or in their hours of work; and
- j. To transfer (contract out, subcontract, lease, etc.) such operations or services as it deems appropriate or necessary.

5.3 Employer Policies and Rules. Employer may from time to time establish, change, and/or withdraw such work and safety policies and rules as it deems necessary or appropriate including, but not limited to, policies and rules governing attendance, personal appearance, performance evaluations, smoking, gratuities, loans and gifts, confidentiality and confidential information, alcohol and drugs (except any form of alcohol or drug testing not mandated by applicable government laws, regulations or contracts), use of vehicles on Employer business, and reimbursement for business-related expenses. Employer will provide the Union with copies of such policies and rules (and any changes) at least 10 calendar days prior to implementation (unless earlier implementation is mandated by federal, state, or local legislation or regulations). The Union may file a grievance at Step 2 of the Grievance Procedure if it believes any such policies, rules, or changes are unreasonable or violate some specific provision of this Agreement, but any such grievance must be filed no later than 10 calendar days after the policy, rule, or change has taken effect.

5.4 Use of Excluded Employees. Nothing in this Agreement will prohibit any persons excluded from the bargaining unit or volunteers from doing bargaining unit work, provided that it does not cause the layoff or reduction in straight time hours of any bargaining unit employee, nor will such persons become subject to any of the terms and conditions of this Agreement by doing so.

5.5 Transfers of Work. Employer will have the exclusive right to

determine if and when it is necessary or desirable to transfer (contract out, subcontract, lease, etc.) work or operations which are or might otherwise have been covered by this Agreement, provided that, except in emergency or other extraordinary circumstances, Employer will give the Union at least 30 calendar days' advance notice of the effective date of any such action. Upon request, the parties will meet to negotiate the transfers within 15 calendar days after the Union's receipt of the notification. If the parties do not reach agreement within 20 calendar days of that meeting, an otherwise eligible employee whose position is eliminated, or straight-time hours reduced by such actions, will also have the layoff and recall rights specified in Article 28. The notice provisions of this section shall not apply in the event of any strike, work stoppage, sick-out, slowdown, or other disruption or restriction of work, and Employer shall have the exclusive right to determine if and when it is desirable to transfer work or operations of any kind and to do so for any period of time and on such terms as it deems appropriate, and no alleged violation of this right will be subject to the Grievance Procedure.

ARTICLE 6

HIRING, JOB CLASSIFICATIONS, VACANCIES, ASSIGNMENTS, AND TRIAL PERIOD

6.1 Hiring. Except as required by Section 6.4 - Job Vacancies, the Employer will have the sole and exclusive right to hire any person from any source as an employee.

6.2 Job Classifications and Departments. Employer's established departments and bargaining unit job classifications as of the signing of this Agreement are:

Operations and Maintenance Department	Business and Customer Service Department
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Water Operations Specialist
Lead Person
Mechanic

Customer Account Specialist I
Receptionist
Customer Account Specialist II

Water Operations Support Specialist
Meter Reader On/Off
Utility Worker II
Utility Worker I
Meter Reader
Meter Maintenance II

6.3 Changes in Classifications. Employer will have the right to unilaterally change, eliminate and/or establish job classifications and to determine any changes in wage schedules (or the initial wage schedule for any new classification), provided that no wage or wage schedule can be decreased until the Union has first had the opportunity to negotiate. Employer will notify the Union of these actions (or any proposed wages or wage schedule decrease) and, upon request, the parties will meet to negotiate the wages or wage schedule established (or proposed wages or wage schedule decrease) within 15 calendar days after the Union's receipt of the notification. If the parties do not reach agreement within 20 calendar days of that meeting, the Union may challenge the wages, wage schedule(s), or wage decrease by filing a grievance within five additional calendar days at Step 2 of the Grievance Procedure. If the grievance is ultimately referred to arbitration, the arbitrator selected to resolve the dispute shall have the authority to increase or decrease the wages, wage schedule(s), or wage decrease implemented by the Employer if he/she concludes there has been a substantial change in job duties or responsibilities. Nothing in this provision or Section 6.1 will in any way modify or waive the Union's status as exclusive representative of employees in the bargaining unit described in Section 2.1.

6.4 Job Vacancies. Employer will announce vacancies in any job classification covered by this Agreement by postings on the Union bulletin boards or by distributing a written announcement to all bargaining unit employees in the same manner that internal mail is normally distributed. Regular employees desiring to be considered for any vacancy will indicate their interest by submitting a written request for consideration to the District Manager within five calendar days of the posting or distribution. Regular employees will be given first consideration for any vacancy (but this requirement will not preclude Employer from simultaneously announcing any vacancy outside of the agency and soliciting applications). Seniority will apply in the selection of an existing employee within the same department for any such vacancy provided the employee is qualified and meets all legal requirements for the position. If there is no successful bidder from within the department, the senior employee in the other department who meets these requirements will then be considered for the vacancy. "Qualified" will include knowledge, skills, abilities, prior performance evaluations, any experience performing the actual duties of such a position; any desired or required degrees, licenses, or certifications; and the employee's prior attendance, disciplinary and (if applicable to the position) safety records.

6.5 Trial Period. An employee who is selected for a new position will be given a trial period of up to three calendar months to demonstrate the ability to satisfactorily perform the required work to Employer standards. This period will automatically be extended by the number of calendar days (other than Saturdays, Sundays, and holidays) in excess of 10 (or 80 hours, whichever is less) the employee is unable to work, regardless of the reason or cause. An employee disqualified during this period normally will be returned to the employee's prior job classification, range, and wage. An employee returned to the former position will not thereafter be eligible to bid for a position in the same classification for one year unless the reason for the disqualification was the employee's inability to perform the job duties at Employer standards and the employee can establish that he/she has obtained additional relevant education or experience.

6.6 Temporary Assignments. Employer may temporarily assign employees to work outside their regular job or classification, department, and/or working schedule for any bona fide business reason or purpose. No temporary assignment may exceed 60 consecutive calendar days without the consent of the employee and the Union. An employee's wage rate during such temporary assignments may be subject to adjustment as provided in Section 11.4.

ARTICLE 7

PROBATIONARY PERIOD

7.1 Probationary Status.

7.1.1 All new employees, including any employees rehired after an absence of more than 12 months, will serve a six-calendar-month probationary period during which the employee may resign or be terminated without cause or notice and without access to the Grievance Procedure. This probationary period will automatically be extended by the number of calendar days (other than Saturdays, Sundays, and holidays) in excess of 10 (or 80 hours, whichever is less) the employee is unable to work, regardless of the reason or cause. The probationary period may be extended for a period not to exceed three (3) months by mutual agreement among the District, the Union and the affected employee, as long as the provisions of 7.1.2 are met.

7.1.2 An employee will be subject to evaluation throughout the probationary period and will receive at least one written evaluation at about the midpoint of the probationary period and another at about the end of the period. No employee will be deemed to have successfully completed the probationary period (and, therefore, will not acquire "regular" status), regardless of whether the employee has satisfied Section 7.1.1, until he or she has received a satisfactory written evaluation upon completion of the period. An employee who has satisfied Section 7.1.1 will be deemed to have successfully completed the probationary period if Employer does not complete the evaluation within 10 calendar days (excluding Saturdays, Sundays, and holidays) of the completion of the probationary period.

7.2 Regular Status. An employee will be classified as a "regular employee" upon successful completion of the probationary period.

ARTICLE 8

HIRING, DISCIPLINE, AND DISCHARGE

8.1 Probationary Employees. Probationary employees may be disciplined or discharged as set forth in Section 7.1.1.

8.2 Regular Employees. No regular (i.e., nonprobationary) employee will

be disciplined or discharged except for just cause. Examples of conduct or behavior which could provide just cause for discharge for a first offense include, but are not limited to, the following:

- a. Dishonesty, including, but not limited to, falsification, misrepresentation, alteration and/or omission of information in interviews, investigations, and on Employer records (such as employment applications, production and operational records, time sheets, and accounting and expense reports);
- b. Theft, or possession without proper prior permission, of Employer property or the property of others;
- c. Violating Employer discrimination or harassment policies;
- d. Fighting, words or conduct which are likely to provoke or cause bodily injury, or property damage;
- e. Refusing to comply with direct supervisory instructions (such as to perform specific job tasks or assignments) after clear warning of the possibility of termination, except when the employee has a reasonable belief that severe injury might result or when there is a reasonable belief that the instructions are unlawful;
- f. Indecent or criminal conduct while on Employer property, Employer time (such as customer premises), or in other job-related circumstances which might adversely reflect upon Employer's operation;
- g. Threatening, intimidating, coercing, or using profane or abusive language or behavior to any supervisor, employee, or member of the public while in any job-related circumstance; or
- h. Unauthorized release of confidential, sensitive, or proprietary information.

8.3 Discharge Procedures. Regular employees will not be subject to discharge without being given an opportunity to respond to the charges or reasons for potential discharge at a meeting with the District Manager or his/her designee. A written notice containing the following information will be given to the employee at least 24 hours prior to the meeting:

- a. That discharge is being considered;
- b. A summary of the charges or reasons for possible discharge;
- c. The time and place at which the meeting will be held; and
- d. That the employee has a right to Union representation established in Section 4.3.

8.4 Discipline. Disciplinary action may include, but will not be limited to, any of the following: verbal warning, written warning, demotion, paid or unpaid suspension,

final warning (with or without a suspension), and/or discharge.

ARTICLE 9

VOLUNTARY TERMINATION PROCEDURE

9.1 Resignation. An employee desiring to voluntarily separate from employment should give 10 calendar days' (excluding Saturdays, Sundays, and holidays) written notice to the District Manager prior to the proposed last day of work (which shall be identified). An employee providing such notice normally will be allowed to work the notice period, but Employer will have the right to provide any combination of pay and notice in lieu of accepting some or all of the notice.

9.2 Retirement. An employee desiring to retire from employment should give 10 calendar days' (excluding Saturdays, Sundays, and holidays) written notice, or such greater period as is possible under the circumstances, to the District Manager prior to the proposed last day of work (which shall be identified). An employee providing such notice normally will be allowed to work the notice period, but Employer will have the right to provide any combination of pay and notice in lieu of accepting some or all of the notice.

9.3 Position Abandonment. An employee who is absent from work for three consecutive scheduled shifts without advance notice to the District Manager or the immediate supervisor will be considered to have abandoned the position, regardless of the employee's motivation or intent, unless the failure to notify was clearly beyond the employee's control. A notice of presumption of abandonment will be sent by certified mail to the last address reflected in the employee's personnel file within 10 calendar days thereafter.

ARTICLE 10

WORKDAY, WORKWEEK, AND TIMEKEEPING

10.1 Hours of Operation. Employer will determine the hours and days of normal operations in its sole discretion based upon such business considerations as it deems appropriate.

10.2 Daily/Weekly Work Schedules. Subject to the provisions of Section 11.7, the normal workday for full-time employees will be eight hours per day and 40 hours per workweek, Monday through Friday, but it is understood that employees may be required to work longer hours on some days as well as to work and/or be on call other hours and/or days. The work week will begin at 12:01 a.m. Sunday and end at 12:00 p.m. Saturday. Employer may also implement an alternate work schedule with the same starting and stopping times on four consecutive 10-hour shifts or a flexible work schedule varying the number of hours worked on a daily basis but not necessarily each day, and varying the number of days worked on a weekly basis, but not necessarily each week, provided that it does not conflict with federal and/or state wage and hour laws or cause Employer to incur overtime liability in any circumstances not

otherwise required by this Agreement.

10.3 Hours of Work.

10.3.1 Employee Work Schedules. Employer may arrange weekly work schedules to accommodate the needs of the operation and will consider qualifications (“qualifications” will have the meaning specified in Section 6.3) and seniority (applied first on the basis of job classification) in assigning individual employees within a job classification to specific work schedules. Except in extraordinary or emergency circumstances, Employer will give the affected employees one calendar weeks’ notice of any changes. This provision will not apply to on-call scheduling which will solely be governed by Section 11.8.

One schedule option will be a biweekly schedule wherein an Employee works four (4) nine (9) hour days and one eight (8) hour day in one week, and four (4) nine (9) hours days with one day off in one week. The expectation is the day off is Friday or Monday at the discretion of management. However, considerations will be made for Employee’s schedules outside of work.

If the district agrees to appoint Employees to this schedule they will give employees at least two weeks of notice before making changes to the schedule in order to accommodate the biweekly nature of the schedule. If the district is unable to give two weeks of notice it will be subject to Article 11.10.

10.3.2 Meals and Breaks. All employees regularly scheduled to work four hours or more will receive an unpaid lunch period of at least 30 minutes, and one 15-minute paid rest period for each four hours of work. The Employer will attempt to schedule the meal period as close as possible to the middle of the work shift.

10.4 Timekeeping. All employees will maintain and submit accurate records of hours worked on such forms or in such manner as Employer may require.

ARTICLE 11

WAGES, OVERTIME, AND OTHER COMPENSATION

11.1 Wages.

All employees on payroll will receive a wage increase of 2.1% on July 1, 2017; 2.1% on July 1, 2018; 2.1% on July 1, 2019; 2.1% on July 1, 2020; 2.1% on July 1, 2021. The following classifications will also receive a step increase of five percent (5%) after July 1, 2017 on their effective anniversary date:

Receptionist
Customer Account Specialist II
Lead Person
Utility Worker II
Utility Worker I
Water Operations Specialist

Meter Maintenance II
Meter Reader I

The following classifications will receive a step increase of five percent (5%) after July 1, 2018 on their effective anniversary date:

Utility Worker II
Utility Worker I
Meter Maintenance II
Meter Reader I

The District, in its sole discretion, will review market information and determine whether any employees in any classification will receive a step increase after July 1, 2019

All step adjustments for the fiscal year will occur on the established anniversary date for any affected employee.

The wage increase will be applied to the salary schedule

Regular step increases will be awarded upon receiving at least a rating of “average” on the annual performance evaluation. An employee who receives an evaluation below “average” automatically will receive another evaluation in 90 days. Upon receiving at least an “average” rating in that evaluation, the employee will receive the step increase effective as of the date of the latest evaluation. An employee who does not receive such a rating at that time may then challenge the evaluation under Article 15 and, if successful, will receive a wage increase which (in the arbitrator’s sole discretion) may be retroactive to the date of the latest evaluation.

11.2 Discretionary Wage Adjustments. Employer will have the right in its sole discretion to pay higher wages than those mandated by any provision of this Agreement. Employer will also have the right to return the employee to the employee’s wage rate prior to the granting of any discretionary wage adjustment for any lawful reason.

11.3 Promotional Wage Adjustments. An employee who is selected for a promotion will receive a wage increase. If the employee’s current wage rate is below the minimum of the higher class, it will be increased to the minimum or to the first step of the higher class which represents a wage increase. Step increase dates will be annual on the promotion date. “Promotion” refers to a position in a job classification carrying a higher maximum wage rate.

11.4 Other Wage Adjustments. An employee will receive a 5% wage increase for temporarily performing assigned work in any job classification carrying a higher maximum wage rate, provided the employee is directly replacing an employee in such a position and satisfactorily performs the full range of duties for eight or more full shifts. An employee assigned to perform work in a classification which carries a lower maximum wage rate will continue receiving his/her regular wage rate unless the assignment was requested by the employee, was made to avoid a layoff or reduction in hours, or was necessary to accommodate an employee’s disability or need for time off for religious purposes, in which event the employee’s wage rate will be reduced to the same step of the lower rated classification as the

employee's step in the regularly assigned classification.

11.5 Certification Pay. An employee in any job classification in which water and back-flow certification is required will receive the following additional amount upon obtaining certification:

- WD-1: 25 cents per hour per pay period.
- WD-2: 50 cents per hour per pay period.
- WD-3: \$60 per pay period.
- WD-4: \$65 per pay period.

11.6 Overtime. An employee who works in excess of his or her scheduled work week will be credited with compensatory time or will be paid overtime at the rate of one and one-half his/her regular hourly rate for all such hours. Employer will determine the employee's preference as between compensatory time off or pay. An employee may accumulate up to two shifts of compensatory time. The compensatory time "bank" does not expire and can be carried over from year to year. Balance of time at separation from the District will be paid at the then-current overtime rate. All such weekly overtime must be authorized by the supervisor in advance. The work week for overtime purposes will be Monday through Friday; Saturday and Sunday will be overtime.

11.7 On-Call Duty.

a. Standby On-Call Duty:

There are two on-call shifts in a week: Monday at 5 p.m. to Friday at 8 a.m. (weekday shift) and Friday at 5 p.m. to Monday at 8:00 a.m. (weekend shift).

The on-call duty function during the weekday shift will be performed by the Meter Reader On/Off incumbent. In the event that employee is unavailable to perform the function in any given week, a different employee will be assigned the function from a list established for that purpose. Such fill-in assignments will be distributed equitably and in turn among employees who sign up to be in the pool.

The weekday on-call employee will take home a District vehicle, the value of which is subject to IRS regulations

The standby on-call person filling in for part of the weekday shift or on the weekend shift will not take home a District vehicle, unless approved by the Superintendent. Personal vehicle mileage travelled during such on-call shifts will be reimbursed by the District at the then-current IRS-established rates.

Standby Pay is as follows:

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13% of normal pay for all hours on call.

b. Telemetry On-Call Duty:

There are two on-call shifts in a week: Monday at 5. P.m. to Friday at 8 a.m. (weekday shift) and Friday at 5 p.m. to Monday at 8:00 a.m. (weekend shift).

The on-call duty function during the weekday shift will be performed by the Water Operations Specialist incumbent.

In the event that employee is unavailable to perform the function in any given week, a different employee will be assigned the function from a list established for that purpose. Such fill-in assignments will be distributed equitably and in turn among qualified employees who sign up to be in the pool.

The on-call duty function during the weekend shift will be performed by an employee assigned from a list established for that purpose. Assignments will be distributed equitably and in turn among employees who sign up to be in the pool.

The telemetry on-call person (weekday shift and weekend shift) will not take home a District vehicle. Personal vehicle mileage travelled during telemetry on-call duty shifts will be reimbursed by the District at the then-current IRS-established rates.

Standby Pay is as follows:

13% of normal pay for all hours on call.

c. Holiday On-Call Pay:

A premium of 10% will be added to the above-established rates of pay for any 24 hour holiday shift.

11.8 Call-Out Pay. An employee who is called out from home (or similar location) to begin work prior to his/her scheduled starting time or to return to work after completing his/her full regular shift will be paid or credited with compensatory time for the greater of two hours' pay at the employee's regular hourly rate or the actual hours worked at the appropriate straight-time or overtime rate (if the employee qualifies for overtime under some provision of Section 11.6). Employer will determine the employee's preference as between compensatory time off or pay, but the final decision will be within Employer's sole discretion. This provision does not apply when the callback results in hours worked which are annexed consecutively to one or the other end of the employee's regularly scheduled working day or shift or to scheduled overtime.

11.9 No Duplication or Pyramiding. In any circumstances when an employee might qualify for overtime or premium pay under two or more provisions of this Article 11 and/or any of the other provisions of this Agreement, only the highest single rate will

apply. In addition, under no circumstances will the same hours be counted twice, directly or indirectly, for any purpose, nor will overtime or other premiums be combined or pyramided.

11.10 Change in Work Schedule. Except in the circumstances authorized in Section 10.3.1, an employee whose regular work schedule is changed will receive overtime pay for those shifts which represent any lesser period of one calendar weeks' notice. On-call scheduling is excluded from this provision.

The bi-weekly schedule in 10.3.1 will require two weeks of notice. An employee whose regular work schedule is changed will receive overtime pay for those shifts which represent any lesser period of two calendar weeks of notice. On-call scheduling is excluded from this provision.

ARTICLE 12

PERFORMANCE EVALUATIONS

12.1 Employer and the Union recognize their mutual goal and interest in attracting, developing, promoting, and retaining the best qualified employees for each position and in facilitating performance-related communications between Employer and employees covered by this Agreement. To accomplish these objectives, Employer shall conduct such periodic or other performance evaluations as it deems appropriate, but all employees will receive a formal performance evaluation at least annually. All formal performance evaluations will be in writing, and the employee will have the opportunity to discuss the evaluation and add whatever comments the employee deems appropriate. The employee shall sign and date the evaluation (but the signature will only establish that the employee has read the evaluation), and shall be offered a copy.

ARTICLE 13

SENIORITY

13.1 Seniority Date. Upon successful completion of the probationary period established in Article 7, an employee's most recent date of hire will become his/her official seniority date. If two or more employees have the same date, seniority order shall be established by such method as the Employer and Union shall agree.

13.2 Use of Seniority. Seniority will be recognized as set forth in other provisions of this Agreement for purposes of filling job vacancies (Section 6.4), work schedules (Section 10.2), the use of earned comp time under Article 11, scheduling employees to work the day any holiday is observed (Section 18.2), scheduling of PTO for use as vacation time (Section 19.4), and layoffs and recalls (Sections 27.2 and 27.3).

13.3 Adjustments in Seniority Date. An employee who is absent from work without pay for more than 15 cumulative scheduled shifts in any calendar year, excluding

periods on military leave, will have his/her seniority date moved forward by the number of calendar days equal to the duration of the entire absence. An absence of more than four hours (or one-half of any scheduled shift other than an eight-hour day) will be counted as a full day of absence.

ARTICLE 14

LOSS OF SENIORITY AND EMPLOYMENT

14.1 Seniority and employment will be lost by any of the following:

- a. Any resignation or other voluntary separation from employment;
- b. Any termination of a probationary employee or any termination of a regular employee for cause;
- c. Absence from work for more than a cumulative total of 12 months caused by any illness, injury, condition, or layoff in any 24-month period;
- d. Any violation of Section 9.3, or three no-call, no-show violations in any 12-month period unless one or more of the failure(s) to notify was/were clearly beyond the employee's control;
- e. Seeking or accepting employment of any kind, including self-employment, while on a leave of absence without obtaining Employer's advance written permission (which shall not be unreasonably withheld) and (in the case of any disability leave) the treating physician's advance written permission; and
- f. Failure to contact Employer within 10 calendar days after the mailing of a recall notice to the last address listed in the employee's personnel file.

ARTICLE 15

GRIEVANCE PROCEDURE

15.1 Grievance Defined. For purposes of this Agreement, a "grievance" is defined as a complaint, dispute, or misunderstanding between an employee or the Union and Employer concerning the interpretation or application of specific provisions of this Agreement.

15.2 Grievance Forms. All grievances shall be submitted on a form furnished by the Union and shall clearly state the facts, the identity of the allegedly aggrieved employee(s), the specific provisions of the Agreement alleged to have been violated, and the requested remedy.

15.3 Procedures and Time Limits. Except as otherwise provided in this

Agreement, all grievances will be submitted according to the following procedures and time limits:

Step 1: An employee who has unsuccessfully attempted to informally resolve a grievance may invoke this procedure by reducing the grievance to writing as provided in Section 15.2 and presenting it to the Office Manager (if an Office Department employee) or District Superintendent (if an Operations Department employee) within 10 calendar days excluding Saturdays, Sundays, and holidays, from the date on which the alleged violation of this Agreement occurred or a date the grievant with reasonable diligence could have acquired knowledge of the occurrence. The supervisor will respond within five calendar days (excluding Saturdays, Sundays, and holidays).

Step 2: If the grievance is not satisfactorily resolved at Step 1, the employee or the Union will have seven calendar days (excluding Saturdays, Sundays, and holidays) from the receipt of the Step 1 answer to appeal the grievance in writing to Employer's District Manager. The District Manager may at his sole discretion, or as required by the Board of Directors, refer the grievance to the Board for its consideration. The District Manager or his/her designee will deliver a written answer to a Union representative within 10 calendar days (excluding Saturdays, Sundays, and holidays) after the appeal is received. The answer will be final and binding on Employer, the Union, and all employees subject to this Agreement unless the Union exercises its rights at Step 3.

Step 3: If the grievance is not satisfactorily resolved by the Step 2 answer, the Union may refer any grievance arising during the term of this Agreement to arbitration by submitting its written request to the District Manager within 10 calendar days (excluding Saturdays, Sundays, and holidays) after its receipt of the Step 2 answer.

15.4 Arbitration. Employer and the Union will attempt, within 10 calendar days of the receipt of the request for arbitration, to agree on a neutral arbitrator to hear the grievance, and with mutual agreement may submit multiple grievances to the same arbitrator. If no agreement is reached, the parties will request a panel of five members of the National Academy of Arbitrators with their principal place of residence in Washington or Oregon from the Federal Mediation & Conciliation Service. The parties will alternately strike names from the list, with the moving party to strike the first name, until one name remains, and he/she shall serve as arbitrator. The arbitrator will have the authority to issue and enforce subpoenas to the fullest extent allowed under Oregon law and court rules. Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and on all employees subject to this Agreement, but the arbitrator will confine his/her decision to the interpretation and application of the specific provisions of this Agreement which have been placed in issue by the parties and will have no authority to enlarge, diminish, alter, amend or in

any way modify the terms of this Agreement.

Each party will bear its own costs and expenses in any such arbitration proceeding, and the losing party will pay the full cost of the arbitrator's and any separate arbitration fees (for example, the arbitrator's out-of-pocket or per diem charges). The cost of all reporting and transcript fees shall be the responsibility of the party making the request unless the other party requests the opportunity to inspect and/or use the transcript for any purpose other than confirming its accuracy, in which event the cost shall be equally divided by the parties.

15.5 Waiver. Failure to file or appeal a grievance within the time limits (or any extension mutually agreed to in writing in advance), will constitute a waiver of all right to relief by the Union and all employees subject to this Agreement.

15.6 Exclusive Remedy. The procedures established in this Article will be the sole and exclusive means of resolving employee and Union grievances.

15.7 Settlements. Settlement of any grievance at Step 1 will be final and binding on Employer, the Union, and by the employees covered by the specific grievance, but to encourage grievance settlements at the lowest possible step of the grievance procedure, such settlements shall not be precedential as to any of the issues involved in the grievance and shall not be cited by either party to establish a past practice or interpretation of the relevant contract provisions in any subsequent grievance. Except as otherwise agreed by Employer and Union, settlement of any grievance at Step 2 will be final and binding on Employer, the Union, and all employees subject to this Agreement and shall also be precedential for purposes of establishing a past practice or interpretation of the relevant contract provisions.

ARTICLE 16

STRIKES AND LOCKOUTS

16.1 No Strikes. During the term of this Agreement, the Union and its agents, representatives and officers, and all employees who are covered by this Agreement, as individuals and as a group, will not authorize, cause, assist, participate, acquiesce in, or encourage any strike, work stoppage, sick-out, slowdown, picketing, or any other disruption or restriction of work at Employer's premises or at any other location where Employer performs services or Employer representatives are present on official business. This specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any labor or other organization to engage in any such prohibited activities. These obligations will not be affected or limited by the subject matter of the dispute or by whether it is subject to the grievance provisions of this Agreement.

16.2 Employer/Union Obligations. If any activity occurs which Employer believes violates Section 16.1, it shall immediately notify the Union. The Union shall immediately notify all Union agents, representatives and officers, and all employees covered by this Agreement that such activity is unlawful and unauthorized and shall also immediately so declare by letter to Employer.

16.3 No Strike Violations. In the event any employee violates Section 16.1,

Employer may take whatever disciplinary action it deems appropriate, including, but not limited to, discharge; and the only issue reviewable through the grievance procedure will be whether the employee did in fact violate its provisions.

16.4 No Lockouts. During the term of this Agreement, Employer will not cause or engage in any lockout of its employees, provided, however, that the closing, transfer, curtailment, contracting, or leasing out of part or all of its operations shall not be considered a lockout.

ARTICLE 17

NONDISCRIMINATION

17.1 Discrimination. Employer will provide equal employment opportunities to all persons regardless of race, color, religion, ancestry, sex, national origin, marital, or veteran status, political belief or affiliation, union activity (or lack thereof), physical or mental disability, on-the-job injuries, age, or any status otherwise protected under applicable federal or state law, unless it is a bona fide occupational requirement reasonably necessary to its operations.

17.2 Harassment. Employer will provide a working environment free from all forms of unlawful harassment.

17.3 Claims of Discrimination and Harassment. An employee or Union officer, representative, steward or alternate who is subjected to, witnesses, or suspects any violation of Sections 17.1 or 17.2 shall immediately report the matter directly to his/her supervisor or Employer's District Manager, or to any Union officer, representative, shop steward or alternate who shall then immediately report the matter to the District Manager so that Employer can discharge its legal obligation to timely conduct an appropriate investigation.

17.4 Terminology. The words "he" or "she" are used in this Agreement for explanatory purposes only and do not refer to the actual sex of any person.

ARTICLE 18

HOLIDAYS

18.1 Eligible Employees. Regular full-time employees who are normally scheduled to work an average of at least 37.5 hours each week are eligible for paid holidays, provided the employee is on paid status for the employee's full scheduled work day immediately before and immediately after the day the holiday was observed.

18.2 Recognized Holidays. Employer will recognize 10 holidays during the term of this Agreement on the date specified:

New Year's Day (January 1)
MLK Day (third Monday in January)
Presidents Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Day After Thanksgiving
Christmas Day (December 25)

Recognized holidays which fall on a Saturday normally will be observed the preceding Friday, while recognized holidays which fall on a Sunday normally will be observed the following Monday.

In addition to the 10 holidays listed above, all full time employees will receive one personal holiday per fiscal year covered by this agreement. It may be used at the employee's discretion with supervisor approval. If the holiday is not used in any fiscal year, it goes away; it cannot be banked for future use.

18.3 Holiday Pay Rate. Eligible employees will receive eight hours' pay at their regular hourly rate. An employee who is scheduled or requested to work on the day any recognized holiday in Section 18.2 is observed will be credited with compensatory time at the rate of one and one-half times his/her regular hourly rate for all hours worked in addition to receiving holiday pay (if otherwise eligible) pursuant to Section 18.3. Employer will determine the employee's preference as between compensatory time off or pay and will compensate accordingly.

18.4 Holiday While on Paid Leave. Recognized holidays occurring during a period of paid leave will be charged as holiday leave.

18.5 Other Holidays. An employee who needs time off to observe other holidays, such as days of worship or commemoration, normally will be permitted to do so provided his/her absence will not cause Employer an undue hardship. An employee must use any compensatory time and then any remaining earned paid time off (PTO) prior to going on unpaid status.

ARTICLE 19

PAID TIME OFF

19.1 Eligible Employees. Regular full-time employees who are normally scheduled to work an average of at least 37.5 hours each week are eligible for Paid Time Off (PTO).

19.2 Maximum Earned PTO Accrual Rates.

19.2.1 Maximum PTO Accrual.

Eligible employees accrue earned PTO as follows with all employees receiving 6.67 hours per month in addition to the accruals listed below:

YEARS OF SERVICE	MONTHLY ACCRUAL
1st through 4th year	6.67 hours
5th through 10th year	10 hours
After 10 years	13.33 hours

19.2.2 Accrual of PTO. Eligible employees accrue the designated amounts of earned PTO prorated on a monthly basis for each full month the employee is employed, provided the employee is also in a paid status the entire month. The monthly accrual will be prorated for employees who were employees for a full month but were in an unpaid status for more than 16 hours. The proration will be based upon the maximum number of straight-time hours the employee would normally have worked in that month.

19.3 Carryover of PTO. Eligible full-time employees may accumulate PTO time up to 200% of their maximum PTO accrual based upon the employee's then years of service. An employee who has accumulated the maximum will then cease earning any additional PTO time accruals until PTO has been taken, at which point the employee will again begin to accrue earned PTO until the maximum has again been reached.

19.4 Scheduling of PTO. All requests for PTO must be approved through procedures established by the District Manager. PTO use for vacation purposes must be scheduled with such advance notice and at such times and of such duration as will not significantly interfere with Employer operations. Seniority normally will apply in circumstances where the District Manager determines that such legitimate business needs will not allow two or more employees to take leave on some or all of the same dates if the employees requesting the same time cannot reach a compromise between themselves. Seniority can only be exercised once in any calendar year and only as to full work week vacation periods.

19.5 Scheduling of PTO for Illness. An employee who knows in advance that he/she will be using PTO due to illness (for example, for surgery, maternity, treatment of an injury, medical, or dental appointments, etc.) shall give the immediate supervisor notice as soon as the need is known. An employee who does not know in advance shall telephone the supervisor prior to the time the employee is due to report to work, but in no case later than four hours after the time he/she is expected to report for work if physically able to do so, or if physically unable to do so, in no case shall the employee (or a third party on his/her behalf) call later than 24 hours after the time he/she is expected to report for work. PTO with pay shall not be allowed unless such report has been timely made. The supervisor may require a doctor's

certificate as proof of illness for legitimate business reasons if a pattern of sick leave abuse is evident or there is reasonable cause to suspect abuse of PTO leave.

19.6 Use of PTO for Illness. PTO to be used for illness cannot be used until it has been accrued and may be used, charged, and compensated only for periods of absence falling within the employee's normal scheduled work hours and only for the following reasons:

a. Because of and during any period of non-occupational illness or disability, including one caused by pregnancy, miscarriage, abortion, or childbirth, incapacitating the employee from performing one or more of the essential functions of his/her regular job;

b. Because of and during any period of occupational disability incapacitating the employee from performing one or more of the essential functions of his/her regular job, provided that an employee will be allowed to use PTO pay to supplement workers' compensation time-loss payments during any period of hospitalization, as well as up to 24 additional hours of PTO in any 12-month period, so that the employee receives 100% of what would have been the employee's normal straight-time earnings. (An employee may be required to sign a repayment agreement prior to receiving PTO benefits for absences connected with any disputed workers' compensation claim);

c. For "immediate family" members, PTO shall also be available in the circumstances described in subsections "a" and "b" above. PTO shall also be available where the family member is disabled or incapacitated to the extent that the employee's presence is necessary and no other family member is reasonably available to provide care or supervision, but limited to 24 hours per disability unless the family member is the employee's child under age 18. "Immediate family" will have the meaning established in Section 26.1; and

d. An otherwise eligible employee may not use PTO to cover any time missed when Employer had work available (for example, modified or light-duty work) and/or Employer offered an accommodation which would allow the employee to perform the essential functions of the job which the employee refused to accept, provided the work was compatible with the employee's current medical restrictions.

Employees qualifying for the use of PTO must use their accrued PTO, followed by any remaining compensatory time prior to going on unpaid status. Misuse or abuse of PTO for illness will be grounds for disciplinary action, up to and including termination.

19.7 Use of Earned PTO. PTO must be used in quarter-hour increments, rounding up to the nearest quarter-hour, with eight hours (ten hours for employees on ten-hour shifts) to be charged for each shift's absence. PTO may be used, charged and compensated only for periods of absence falling within the employee's normal scheduled work hours and is compensated at the employee's regular wage rate.

19.8 Pay in Lieu of PTO. Employees (or, in the event of death, the employee's estate) who resign, retire, or are involuntarily separated from employment will be

paid for all accrued and unused PTO up to the maximum established in Section 19.3.

19.9 PTO Pay Rate. Eligible employees will receive pay at their regular hourly rate for the number of PTO hours used.

ARTICLE 20

HEALTH AND WELFARE

20.1 Health Insurance.

a. Eligibility. Employer agrees to provide group health insurance coverage for all full-time and part-time employees (other than temporary employees) who are normally scheduled to work at least 24 hours each week.

Health insurance includes medical, prescription, vision and dental coverage.

b. Coverage. Eligible employees desiring group health insurance coverage must sign up for coverage during the periods allowed by the plan and for new employees coverage normally can be effective on the first day of the month following the date of hire.

c. Plans. Employer agrees to continue providing its existing group health insurance plans for eligible employees and their eligible dependents and at renewal will use its best efforts to obtain the same or substantially equal coverage, taking into account a variety of factors, including but not limited to plan changes, financial considerations, and legislative changes (for example, Affordable Care Act).

d. Premiums. Employer and eligible employees will pay the following contributions toward health insurance premiums on a per-pay period basis:

PPO Plan: Effective July 1, 2017, July 1, 2018, July 1, 2019, July 1, 2020 and July 1, 2021 employer will pay 95% of the premiums for employee only and employee and dependent/family coverage for eligible employees and eligible dependents. Eligible employees will pay the remaining 5% of those premiums.

HMO Plan: Effective July 1, 2017, July 1, 2018 and July 1, 2019, Employer will pay 98% of the premiums for employee only and employee and dependent/family coverage for eligible employees and eligible dependents. Eligible employees will pay the remaining 2% of those premiums. Effective July 1, 2020, and July 1, 2021, Employer will pay 95% of the premiums for employee only and employee and dependent/family coverage for eligible employees and eligible dependents. Eligible employees will pay the remaining 5% of those premiums.

Effective the first payroll period in July, 2017, Employer will make an Internal Revenue Service 125 Plan available to employees.

The District will pay up to ten percent (10%) of any premium increase above the prior plan year on the stated shared basis. The District and participating employees will share equally any health

insurance premium increase more than ten percent (10%) above the prior plan year.

Examples:

Current HMO Premium-98%, 2%

Empl Only - \$549.67: District pays \$538.68, Employee pays \$10.99

HMO Premium Increase 10%

Empl Only - \$604.64: District pays \$592.54, Employee pays \$12.10

HMO Premium Increase 15%

Empl Only - \$632.12: District pays \$606.28, Employee pays \$25.84

Current PPO Premium- 95%, 5%

Empl Only - \$803.53: District pays \$763.35, Employee pays \$40.18

PPO Premium Increase 10%

Empl Only - \$883.88: District pays \$839.69, Employee pays \$44.19

PPO Premium Increase 15%

Empl Only - \$924.06: District pays \$859.78, Employee pays \$64.28

f. Disputes. All disputes, complaints, and questions, and any and all other issues arising out of or in any way connected with these plans, shall be exclusively resolved in accordance with the underlying plan procedures and ERISA and shall not be subject to Article 15 of this Agreement.

20.2 Long-Term and Short-Term Disability Insurance.

a. Eligibility. Employer agrees to provide both long-term and short-term insurance coverage for eligible full-time and part-time employees (other than temporary employees) who are normally scheduled to work at least 24 hours each week.

b. Coverage. Eligible employees desiring group long term and short term insurance coverage must sign up for coverage during the periods allowed by the plan and for new employees coverage normally can be effective on the first day of the month following the date of hire.

c. Plans. Employer agrees to continue providing its existing group long-term and short-term insurance plans for eligible employees and at renewal to use its best efforts to obtain the same or substantially equal coverage.

d. Premiums. Employer will pay 100% of the premium for employee coverage for eligible full-time employees and a prorated amount of the premium for eligible part-time employees. The proration will be based upon the relationship between the employee's normally scheduled weekly hours and full-time status (40 hours each week).

e. Disputes. All disputes, complaints, and questions, and any and all

other issues arising out of or in any way connected with this plan, shall be exclusively resolved in accordance with the underlying plan procedures and ERISA and shall not be subject to Article 15 of this Agreement.

20.3 Term Life and Accidental Death Insurance. Employer will provide a \$10,000 group term life and accidental death and dismemberment insurance policy for all eligible regular full-time employees who normally work an average of at least 37.5 hours a week and qualify for coverage under the terms of the plan. Employer will attempt to obtain such term life insurance coverage through a policy which will also allow eligible employees to obtain additional coverage as well as coverage for the employee's legal spouse and dependents if they otherwise qualify, but all such optional coverage will be conditioned on the employee signing an appropriate authorization for deduction form allowing the full cost to be paid through regular payroll deductions. Coverage will then become effective upon the date established in the Plan.

20.4 Continuation of Benefits.

20.4.1 Statutory Rights. Employer will provide eligible employees who lose group health insurance such continuation rights as are required by any applicable federal or state law.

20.4.2 On-the-Job Injuries. Employer will continue paying its share of the cost of group health (medical, dental, vision, and life) insurance for regular employees who are normally scheduled to work at least 37.5 hours a week for the balance of the month in which the employee suffers an accepted on-the-job injury (including any reinjury or aggravation) or illness, and for up to a cumulative total of five (5) additional month(s) in any twenty-four- (24-) month period regardless of the number of such injuries or illnesses, provided that the employee makes satisfactory arrangements to pay (or reimburse) Employer for the employee's share (if any) of such costs and/or any other optional coverages the employee wishes (and is eligible) to maintain during this period.

20.5 Labor/Management Benefits Committee

Employer and Union will each select three representatives to serve on the Labor/Management Benefits Committee. The Committee will meet quarterly to explore health insurance-related changes and issues. The Committee's charge is to research and analyze issues related to keeping medical insurance rates affordable to the District and its employees, while ensuring the provision of quality care to all employees.

20.6 Health Benefits Legislation

In the event that Health legislation (Federal, State, Local) results in tax liability to the Employer or employees, Employer and Union will immediately negotiate on the effect of that legislation.

ARTICLE 21

**PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) AND
OREGON PUBLIC SERVICE RETIREMENT PLAN (OPSRP)**

21.1 The District will participate in the public employee retirement plans as required by Oregon State Statute and will make contributions as required by law.

21.2 To the extent allowed by law, retirement employees will receive credit for unused PTO leave for the purpose of calculating final average salary for PERS retirement benefits.

21.3 The Employer shall continue to “pick-up” a six percent (6%) average employee contribution to the Public Employees Retirement Fund and Oregon Public Service Retirement Plan for the employee members participating in the PERS and OPSRP. Such “pick-up” or payment of the employee member monthly contributions to the System shall continue for the life of this Agreement.

ARTICLE 22

PERSONAL LEAVES OF ABSENCE

22.1 **Eligibility.** Regular employees are eligible for an unpaid personal leave of absence for up to a cumulative total of 30 calendar days in any 12-month period upon approval by Employer’s District Manager. Among the factors which determine whether a leave will be allowed are:

- a. The reason for the request;
- b. The employee’s overall length of service;
- c. The employee’s prior performance, attendance, safety, and disciplinary records;
- d. Any previous leaves of absence (and the length/purpose of such leaves);
- e. The employee’s job and pending (or projected) job assignments;
- f. The employee’s commitment to return to work immediately following the leave;
- g. The availability of a temporary replacement; and
- h. The potential impact on Employer.

22.2 **Extensions.** A personal leave which has been granted for less than 30 calendar days may be extended, provided that the extension is requested prior to the expiration of the original leave and is deemed appropriate by the District Manager under the standards set forth in Section 23.1.

22.3 **Pay and Benefits.** Personal leaves are unpaid, and employees must

exhaust all accrued, earned, and available paid time prior to going on unpaid status, with compensatory time to be first exhausted, followed by any remaining earned PTO time. No new benefits will accrue while an employee is on personal leave.

22.4 Reinstatement. All requests for reinstatement must be made to the District Manager. An employee returning from personal leave normally will be reinstated to his/her previous job classification, range, and wage rate within two scheduled shifts of the request, provided that in the event the employee indicates his/her availability prior to the scheduled or estimated end of the absence, the employee will be returned no later than five scheduled shifts thereafter.

ARTICLE 23

DISABILITY LEAVES OF ABSENCE

23.1 Eligibility. All employees are eligible for a disability leave of absence for recovery from bona fide disabling illnesses or injuries. Except as otherwise allowed by law, disability leaves are limited to a cumulative total of six months for any absence caused by non-occupational illness, injury, or condition, or for more than a cumulative total of 12 months for any absence caused by an occupational illness, injury, or condition, in any 24-month period. This includes all on- and off-the-job illnesses, injuries, and conditions, including the period of time a woman is disabled because of pregnancy, childbirth, or related medical conditions or occurrences.

23.2 Rules Governing Disability Leaves. Except as otherwise allowed by an applicable law:

- a. Disability leaves must be requested in writing and must be approved by the District Manager.
- b. All disability leaves are conditioned upon furnishing satisfactory medical proof within 10 days of the initial absence and every 30 calendar days thereafter.
- c. Disability leaves are always granted for an estimated period of time, and an employee who recovers and is able to return to work must immediately contact the District Manager. An employee who was able or released to return to work and does not do so within three calendar days (excluding Saturdays, Sundays, and holidays) is subject to termination under Section 9.3.
- d. An employee who has been off work 30 consecutive calendar days must contact the immediate supervisor within one calendar week thereafter to report his/her status, and must continue to do so every 30 calendar days. Violations of this rule will be treated as any other "call-in" violation (see Section 14.1.d).

23.3 Pay and Benefits. Disability leaves will be paid in accordance with the provisions of the short- and/or long-term insurance policies. All disability leaves not covered under the provisions of the insurance policies may be covered by accrued, compensatory time, and/or PTO time. Any disability leave covered by accrued, compensatory time or PTO time will

be considered leave with pay, and the employee will continue to accrue benefits while using such leave. All disability leaves not covered by one or more of the above will continue to be unpaid leave. Except as expressly required by some other provision of this Agreement, no new benefits will accrue while an employee is on disability leave which is either unpaid or covered by the short and/or long term insurance policies.

23.4 Reinstatement. All requests for reinstatement must be made to the District Manager. An employee returning from disability leave normally will be reinstated to his/her previous job classification, range, and wage rate within two scheduled shifts of the request, provided that in the event the employee indicates his/her availability prior to the

scheduled or estimated end of the absence, the employee will be returned no later than five scheduled shifts thereafter.

23.5 Medical Examinations and Return-to-Work Certificates. Except as otherwise allowed by an applicable law:

a. All medical certificates and releases must clearly explain the employee's work abilities and any limitations or restrictions.

b. Employer may request a return-to-work certificate satisfactory to Employer from the treating health care provider(s) of an employee who is absent for three or more shifts in any 30-day period because of illness, injury, or other medical condition if the nature of the employee's job, condition, and/or conduct or behavior raised potential fitness-for-duty, safety, or other bona fide business-related issues or concerns. Employer may also require such a certificate for absences of fewer than three shifts in the same circumstances.

c. Employer may request a medical or professional examination by a physician of its choosing (at its expense) if it questions the initial (see Section 23.2.b above) or return-to-work certificate provided by the employee and/or the nature of the employee's job, condition, and/or conduct or behavior raise potential fitness-for-duty, safety, or other bona fide business-related issues or concerns.

23.6 Wage Adjustments. An employee who is temporarily placed in a light-duty, modified, or other job will be compensated according to the procedures established in Section 11.4. An employee who is placed in such a position at a lower wage rate shall be allowed to use any earned PTO to bring his/her compensation up to 100% of the employee's normal straight-time hourly rate.

ARTICLE 24

JURY/WITNESS DUTY ("CIVIC") LEAVES OF ABSENCE

24.1 Jury Duty Leave. Employees who are required to serve on a jury under some form of subpoena or court order may obtain an unpaid (except for employees entitled to compensation under Section 24.4) leave of absence for the period of time covered by the initial

subpoena or court order and any involuntary extensions. An employee called for jury duty who is excused from attendance at a time which would allow him/her to return to work during normal scheduled hours must do so.

24.2 Witness Duty Leave. Employees who are required to appear in court or in a state or federal administrative proceeding to testify under some form of subpoena or court order may obtain an unpaid (except for employees entitled to compensation under Section 24.4) leave of absence for the period of time necessary to do so.

24.3 Advance Notice. An employee who will require jury or witness duty leave must provide a copy of the summons or subpoena to the immediate supervisor on the first scheduled working day following its receipt.

24.4 Pay and Benefits.

24.4.1 Regular full-time employees who are normally scheduled to work an average of at least 37.5 hours each week will continue receiving pay while on jury duty leave, but the employee must reimburse Employer for any jury duty fees (excluding any subsistence or travel allowances). Pay will be based upon the straight-time hours of work actually scheduled and missed as a result of the jury duty obligation.

24.4.2 Leave with pay will be granted to all employees (excluding employees engaged in any litigation as plaintiffs) subpoenaed in litigation arising out of Employer employment in circumstances where Employer believes the employees were acting within the course and scope of employment at the time of the alleged incident giving rise to the need for their testimony, and to all employees requested by Employer to assist in litigation or provide testimony. Pay will be based upon the straight-time hours of work actually scheduled and missed as a result of the witness duty obligation, and the employee must reimburse Employer for any witness duty fees (excluding any subsistence or travel allowances).

ARTICLE 25

MILITARY LEAVES OF ABSENCE

25.1 Military Leaves. Employees who are ordered to or volunteer for military training or active duty in the Armed Forces of the United States, the U.S. Coast Guard, the U.S. Public Health Service, or a National Guard component, may take an unpaid (except for employees entitled to compensation under Section 25.3) leave of absence for the length of the service.

25.2 Advance Notice. An employee who will require military leave must provide a copy of his/her orders to the immediate supervisor within five calendar days following receipt.

25.3 Pay and Benefits. Except employees who are entitled to receive pay as

provided under Oregon law (ORS 408.290), military leaves are unpaid, but all employees who are on leave may use any remaining compensatory time or PTO, and benefits only accrue as required by law. An employee entitled to compensation under this provision must reimburse Employer for any military pay (excluding any subsistence or travel allowances) and pay will be based upon the straight-time hours of work actually scheduled and missed as a result of the military duty obligation.

25.4 Reinstatement. An employee who requests reinstatement according to the statutory procedures and time limits will be reinstated as required by law.

ARTICLE 26

BEREAVEMENT LEAVES OF ABSENCE

26.1 Immediate Relatives. Upon the death of an “immediate family” member directly related by blood, marriage, or legal adoption, all employees will be allowed up to three shifts off without pay (except for employees entitled to compensation under Section 26.3) to grieve, assist in making arrangements and/or to attend the services. “Immediate family” includes grandparents, parents, spouse, brother, sister, child, or grandchild, in-laws, or any other relative who meets the “blood, marriage, or legal adoption” test. An employee who is not entitled to pay under Section 26.3 or has exhausted available pay under that Section may use any remaining earned compensatory time or PTO time or may apply for personal leave.

26.2 Other Relatives/Friends. Upon the death of roommates or others regularly residing within the household immediately prior to death, other relatives, or close friends, an employee may use any remaining compensatory time or earned PTO time or may apply for personal leave to attend the funeral or services.

26.3 Pay and Benefits. Regular full-time employees who are normally scheduled to work an average of at least 37.5 hours each week are eligible to receive up to 24 hours’ bereavement pay in any calendar year, and may use up to 24 hours’ accrued PTO after exhausting the 24 hours if the District Manager authorizes the additional time. Pay will be based upon the straight-time hours of work actually scheduled and missed as a result of the bereavement.

ARTICLE 27

REDUCTIONS IN HOURS, LAYOFFS, AND RECALLS

27.1 Temporary Layoffs and Reductions in Hours. Employer may lay off (or reduce the hours of) employees in such job classifications as it deems appropriate without regard to seniority, provided that such temporary curtailments do not exceed more than 10 calendar days.

27.2 Layoffs. Employer may lay off (or reduce the hours of) employees based upon budgetary, operational, reorganization, elimination of services or functions, or any

other non-disciplinary consideration. Reductions in hours or layoffs, other than on a temporary basis, shall be done by job classification and will first be accomplished by selecting any temporary or probationary employees who are performing sufficient bargaining unit work to defer the selection of a regular employee, and then shall be based upon “qualifications” (which will have the meaning specified in Section 6.3). If qualifications are deemed to be equal, seniority will apply with the employee in the job classification having the least seniority to be the first reduced in hours and/or laid off. An employee so affected by a reduction in hours or layoff shall then have the right to displace any employee with less seniority in any lower-rated job classification within the department provided the employee meets all legal requirements for the position and “qualifications” are equal. An employee who is unable to exercise this right in the same department shall then be allowed to exercise the same right as to any such position in the other department. An employee so affected will then have recall rights established by Section 27.3. “Lower rated” refers to the position’s maximum wage rate.

27.3 Recalls. Regular employees affected by a reduction in hours or layoff will be placed on a reinstatement-of-hours or recall list for 12 months from the effective date of the action. When it becomes necessary to increase or decrease the number of straight-time hours or employees in any job classification, seniority and qualifications will once again apply. Employer will mail, by certified mail with return receipt requested, notice of recall to the affected employee at the last address reflected in his/her personnel file. An employee who fails to report to work within 10 calendar days after the mailing will be discharged as provided in Section 14.1.f.

27.4 Employee Obligations. An employee affected by layoff is required to keep Employer informed of any changes in telephone number and address.

27.5 Rights Upon Recall or Any Increase in Hours. An employee whose hours are increased or is recalled after any layoff will qualify or requalify for insurance and other benefit programs after satisfying the conditions established in the underlying plan documents and/or this Agreement.

ARTICLE 28

HEALTH AND SAFETY

28.1 Mutual Commitment. Employer, the Union, and all of the employees covered by this Agreement, mutually agree to work together to ensure the health and safety of all employees.

28.2 Employer Commitment. The Employer commits to use its best efforts to provide a safe and healthy working environment for all employees and comply with all applicable state and/or federal safety laws and regulations.

28.3 Safety Committee. Employer and the Union will establish a safety committee to assist in identifying unsafe conditions or practices. The committee will be made up of two employees selected by the Union and two members selected by Employer. The committee will meet monthly on Employer time for a period not to exceed one hour (except by majority vote), and minutes of each meeting will be prepared and maintained as required by law.

28.4 On-the-Job Accidents/Injuries. An employee who suffers any on-the-job accident or injury must immediately notify the employee's supervisor, so Employer can investigate the accident, ensure that the employee is properly treated, and take any necessary corrective action.

28.5 Examinations and Releases. Except as otherwise required or allowed by law, Employer may request a medical or professional examination by a physician of its choosing (at its expense) in circumstances where the nature of the employee's job, condition, and/or conduct or behavior raise potential fitness-for-duty, safety, or other bona fide business-related issues or concerns.

28.6 Required Protective Clothing and Safety Equipment. Employer agrees to provide affected employees with Rockwood logo clothing, foul weather gear, and any personal protective clothing and/or safety equipment required by OR-OSHA at its own expense. All clothing and equipment purchased by the employer shall remain the Employer's sole property and shall be promptly returned upon any separation of employment.

Each year employer will reimburse employees up to \$200 for the purchase or repair of raingear and/or boots. The annual boot and rain gear allowance may be accumulated for up to two years for a maximum of \$400.

ARTICLE 29

EDUCATION, TRAINING, AND LICENSING

29.1 CDL Certification. Employer will pay the cost of all physical examinations, the licensing test, and any alcohol and drug testing required of employees for whom a commercial driver's license ("CDL") is required as a condition of employment.

29.2 Mandatory Participation. Employer shall provide in-service training as deemed necessary and beneficial to the delivery of services and performance of duties including, but not limited to, Oregon Health Division required water and back-flow certifications. The Employer will pay or reimburse an employee who is required to attend any course of instruction, workshop, conference or meeting, for any tuition or attendance fees, books or course materials, travel costs (as authorized by Employer's then-current policy), and any related expenses authorized in advance by the District Manager and/or designee.

29.3 Optional Participation. 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 or course fees (and books or course materials), provided all of the following conditions are met:

- a. The program has been approved in writing 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 in advance prior to the beginning of each quarter or semester by the immediate supervisor or the District Manager;

d. The District Manager has concluded that funds are available within the budget;

e. The employee must still be employed by Employer 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 Employer for all funds which he/she has received in the 12 months immediately preceding any voluntary separation from employment and must sign an authorization form allowing Employer to deduct that amount from the final paycheck should it occur; and

i. The employee must not be eligible for or receiving tuition from any other source.

ARTICLE 30

GENERAL

30.1 Personnel File. An employee shall have the right to inspect his/her personnel file and to request copies of personnel records as allowed by Oregon law. Access to the personnel file shall be allowed during normal business hours, but an employee shall not be entitled to compensation for time spent reviewing the files, and an employee requesting copies of personnel records shall be required to reimburse the Employer for the reasonable cost of doing so. An employee shall have the right to submit a written statement of reasonable length documenting the employee's disagreement with any negative statement or document contained in the personnel file, provided that the statement does not include any profane, obscene, or potentially defamatory allegations or statements.

30.2 Outside Employment. No employee may engage in any form of outside employment or self-employment which interferes with or adversely impacts the employee's ability to perform his/her assigned Employer duties or presents a potential conflict of interest. An employee desiring to accept outside employment will notify the District Manager as soon as practicable to determine whether this provision may be applicable, but Employer's failure to object to any proposed outside employment shall not preclude Employer from thereafter invoking its rights under this provision in appropriate circumstances.

30.3 Inclement Weather.

30.3.1 Office Closings. Regular full-time employees who are normally scheduled to work an average of at least 37.5 hours each week will not be required to use compensatory time or earned PTO to cover scheduled work missed because the District Manager has elected not to open the office (or to close the office early) because of adverse weather conditions.

30.3.2 Non-Office Closings. An employee who determines that he/she cannot safely reach the assigned place of work because of adverse weather conditions, notwithstanding that Employer offices are open, must immediately notify the supervisor or District Manager and must use any compensatory time followed by any remaining earned PTO necessary to cover the absence.

30.4 Printing and Distribution. Employer and the Union will equally share the cost of copying this Agreement, and Employer will provide copies to new and existing employees.

30.5 Part-Time Employees. Regular part-time employees who are regularly and consistently scheduled to work at least 24 hours each week may accrue PTO on a prorated basis. The proration will be based upon the relationship between the employee's regular schedule and a 40-hour workweek (for example, an eligible part-time employee who is regularly scheduled to work a 30-hour schedule will earn 75% of the accrual of a full-time employee with the same years of service). Such employees will also be eligible to participate in Employer's health and dental insurance programs by paying his/her prorated share of the premium, with the proration to be based upon the same formula.

30.6 Savings Provision. Any provision of this Agreement which may be adjudged by a court of last resort to be in conflict with any federal or state law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party to violate any such laws, it is agreed that in the event of a conflict between any provision of this Agreement and such federal and state law, the remainder of this Agreement will remain in full force and effect. Employer and the Union agree to attempt to negotiate substitute provisions, with such negotiations to begin within 30 days.

30.7 Entire Agreement. This Agreement contains the sole and entire agreement between the parties. The terms of this Agreement may be supplemented, amended, modified or waived only by a mutual agreement in writing which expressly states that it is intended to have that effect and is signed by both parties. During the life of this Agreement or any extension thereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so by the express terms of this Agreement.

30.8 Duration and Term of Agreement. This Agreement shall be in full force and effect from the day it is signed by both parties or, failing simultaneous signing, the day it is signed by the second party, to June 30, 2022 and thereafter from year to year unless 60 calendar days' written notice is given by either party prior to the expiration date. Subject to Section 4.4 the parties agree to meet and negotiate at mutually-acceptable times and places with the 60 calendar day period immediately preceding the termination of this Agreement, or earlier by mutual agreement.

ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT

By _____
Don McCarthy, Board President

By _____
Brian R. Stahl, General Manager

Date _____

**ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT
EMPLOYEES LOCAL 350-8, AFSCME COUNCIL 75, AFL-CIO**

By _____
Jamaal Anthony , AFSCME Council Representative

By _____
Pete Borglund, Negotiating Team Member

By _____
Jay Breen, Negotiating Team Member

Date _____

APPENDIX A-1

	2017-2018					
	Step 1	Step 2	Step 3	Step 4	Step 5	100%
Water Operation Specialist	5,128	5,431	5,732	6,034	6,336	76,030
Lead Person	4,962	5,253	5,545	5,837	6,129	73,547
Water Oper Support Spec	4,522	4,805	5,088	5,370	5,653	67,839
Mechanic	4,466	4,745	5,023	5,303	5,582	66,982
Meter Reader O/O	4,422	4,699	4,974	5,251	5,528	66,332
Utility Worker II	4,227	4,475	4,724	4,972	5,221	62,651
Meter Maintenance II	4,227	4,475	4,724	4,972	5,221	62,651
Customer Acc Spec II	4,154	4,398	4,642	4,888	5,132	61,583
Customer Acc Spec I	3,442	3,826	4,102	4,439	4,580	54,960
Utility Worker I	3,772	3,993	4,216	4,437	4,659	55,910
Meter Reader	3,713	3,932	4,150	4,369	4,587	55,048
Receptionist	3,188	3,375	3,563	3,750	3,938	47,252

	2018-2019					
	Step 1	Step 2	Step 3	Step 4	Step 5	100%
Water Operation Specialist	5,236	5,545	5,852	6,161	6,469	77,626
Lead Person	5,066	5,363	5,661	5,960	6,258	75,091
Water Oper Support Spec	4,617	4,906	5,194	5,483	5,772	69,264
Mechanic	4,560	4,844	5,129	5,414	5,699	68,388
Meter Reader O/O	4,515	4,797	5,079	5,361	5,644	67,725
Utility Worker II	4,569	4,823	5,077	5,331	5,597	67,165
Meter Maintenance II	4,569	4,823	5,077	5,331	5,597	67,165
Customer Acc Spec II	4,242	4,491	4,740	4,990	5,240	62,876
Customer Acc Spec I	3,514	3,906	4,188	4,532	4,676	56,114
Utility Worker I	4,077	4,304	4,530	4,757	4,995	59,938
Meter Reader	4,014	4,238	4,461	4,684	4,918	59,014
Receptionist	3,255	3,446	3,638	3,829	4,020	48,244

	2019-2020					
	Step 1	Step 2	Step 3	Step 4	Step 5	100%
Water Operation Specialist	5,346	5,661	5,975	6,290	6,605	79,257
Lead Person	5,173	5,476	5,780	6,085	6,389	76,668
Water Oper Support Spec	4,714	5,009	5,304	5,598	5,893	70,718
Mechanic	4,655	4,946	5,237	5,528	5,819	69,824
Meter Reader O/O	4,610	4,898	5,185	5,474	5,762	69,148
Utility Worker II	4,665	4,925	5,183	5,442	5,715	68,575
Meter Maintenance II	4,665	4,925	5,183	5,442	5,715	68,575
Customer Acc Spec II	4,331	4,585	4,840	5,095	5,350	64,196

Customer Acc Spec I	3,588	3,988	4,276	4,627	4,774	57,293
Utility Worker I	4,163	4,395	4,626	4,857	5,100	61,197
Meter Reader	4,099	4,327	4,554	4,782	5,021	60,253
Receptionist	3,323	3,519	3,715	3,909	4,105	49,257

2020-2021

	Step 1	Step 2	Step 3	Step 4	Step 5	100%
Water Operation Specialist	5,458	5,780	6,101	6,422	6,743	80,921
Lead Person	5,281	5,591	5,902	6,213	6,523	78,278
Water Oper Support Spec	4,813	5,114	5,415	5,716	6,017	72,204
Mechanic	4,753	5,050	5,346	5,644	5,941	71,291
Meter Reader O/O	4,706	5,001	5,294	5,589	5,883	70,600
Utility Worker II	4,763	5,028	5,292	5,557	5,835	70,015
Meter Maintenance II	4,763	5,028	5,292	5,557	5,835	70,015
Customer Acc Spec II	4,422	4,681	4,941	5,202	5,462	65,545
Customer Acc Spec I	3,663	4,072	4,366	4,725	4,875	58,496
Utility Worker I	4,250	4,487	4,723	4,959	5,207	62,482
Meter Reader	4,185	4,417	4,650	4,882	5,127	61,518
Receptionist	3,393	3,593	3,793	3,991	4,191	50,291

2021-2022

	Step 1	Step 2	Step 3	Step 4	Step 5	100%
Water Operation Specialist	5,573	5,901	6,229	6,557	6,885	82,620
Lead Person	5,392	5,708	6,026	6,343	6,660	79,922
Water Oper Support Spec	4,914	5,221	5,529	5,836	6,143	73,720
Mechanic	4,853	5,156	5,459	5,763	6,066	72,788
Meter Reader O/O	4,805	5,106	5,406	5,706	6,007	72,082
Utility Worker II	4,863	5,134	5,403	5,673	5,957	71,485
Meter Maintenance II	4,863	5,134	5,403	5,673	5,957	71,485
Customer Acc Spec II	4,515	4,780	5,045	5,311	5,577	66,921
Customer Acc Spec I	3,740	4,158	4,458	4,824	4,977	59,724
Utility Worker I	4,339	4,581	4,822	5,063	5,316	63,794
Meter Reader	4,273	4,510	4,748	4,985	5,234	62,810
Receptionist	3,464	3,668	3,872	4,075	4,279	51,348