



## **COLLECTIVE BARGAINING AGREEMENT**

June 1, 2016– May 31, 2018

Between

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

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

And

**The Central Oregon Irrigation District**

1055 SW Lake Ct, Redmond, OR 97756

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

<http://www.coid.org>

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - RECOGNITION-----	2
ARTICLE 2 - EMPLOYEE RIGHTS-----	3
ARTICLE 3 - MANAGEMENT RIGHTS-----	4
ARTICLE 4 - MAINTENANCE WORK SCHEDULES-----	5
ARTICLE 5 - MAINTENANCE OVERTIME-----	5
ARTICLE 6 - SALARIES AND SALARY ADMINISTRATION-----	6
ARTICLE 7 - CLASSIFICATION OF POSITIONS-----	7
ARTICLE 8 - EMPLOYEE BENEFITS-----	8
ARTICLE 9 - LEAVES OF ABSENCE-----	11
ARTICLE 10 - OPERATIONS AND MAINTENANCE VACATION SCHEDULE-----	12
ARTICLE 11 - HOLIDAYS-----	13
ARTICLE 12 - TRAVEL ALLOWANCE-----	14
ARTICLE 13 - GRIEVANCE PROCEDURE AND ARBITRATION-----	14
ARTICLE 14 - SAVINGS CLAUSE-----	16
ARTICLE 15 - SENIORITY-----	16
ARTICLE 16 - LAYOFF-----	17
ARTICLE 17 - PERSONNEL RECORDS-----	17
ARTICLE 18 - CAUSE-----	18
ARTICLE 19 - HEALTH AND SAFETY REGULATIONS-----	18
ARTICLE 20 - STANDBY-----	19
ARTICLE 21 - PATROLMEN/HEAD GATE TENDERS-----	19
ARTICLE 22 - STRIKES AND LOCK-OUTS-----	19
ARTICLE 23 - TERM OF AGREEMENT-----	20
ARTICLE 24 - GUARANTEE OF AUTHORITY-----	21
LETTERS OF AGREEMENT-----	22
SCHEDULE "A"-----	23
SCHEDULE "B"-----	24
INDEX-----	25

## **COLLECTIVE BARGAINING AGREEMENT**

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

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

### **PURPOSES**

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

### **ARTICLE 1 - RECOGNITION**

#### **Section 1.**

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

(b) It is expressly understood that employees hired for and primarily engaged in work at the Employer's hydroelectric project shall be excluded from the Union's Bargaining unit.

(c) It is not the intent of the Employer or the Union, by subsection (b), to prohibit, enjoin, or restrict the rights and/or obligations under ORS 243.650 to ORS 243.782 of the Employer, the Union, or employees at the Employer's hydroelectric project.

**Section 2. Individual Agreements.** The Employer hereby agrees that, during the duration of the Agreement, it shall not enter into any individual agreement with any of the employees as set forth under Section 1 above, nor with any other labor organization purporting to represent the employees within this bargaining unit.

**Section 3.** Only members of the bargaining unit shall perform bargaining unit work with the following exceptions:

1. Supervisory personnel may operate equipment, but not to the displacement or reduction of hours of a regular employee, or in the case of emergency. The Employer reserves the right to utilize subcontractors for special limited duration projects outside the scope of bargaining unit's regular duties. The Employer also reserves the right to utilize subcontractors for special limited duration projects

- within the scope of the bargaining unit's regular duties with the understanding that Article 1, Section 3, Subsection 2 shall apply.
2. Temporary employees hired for up to 150 days, provided that they do not displace or reduce the hours of current, regular employees. There shall be no restriction on the number of temporary employees hired by the Employer. However, the Employer will not use temporary employees in a successive series or "back to back" in order to circumvent filling a full-time, regular vacancy.

## **ARTICLE 2 - EMPLOYEE RIGHTS**

### **Section 1. Fair Share.**

(a) All employees covered by the terms and conditions of this Agreement shall become members of the Union or make payments in lieu of dues (fair share payments) to the Union. The Employer shall notify all newly hired employees of this requirement at the time of employment.

(b) Bargaining unit members who exercise their right of non-association only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and Union. Such payment shall be remitted to that charity by the employee and this fact certified by the employee to the Employer.

(c) Fair share payments shall be deducted from the wages of nonmember employees in accordance with ORS 243.672(1)(c).

### **Section 2. Dues Deduction.**

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

(b) Dues will continue to be deducted until the employee rescinds the request in writing. Copies of all such requests for membership cancellation shall be transmitted to the Union.

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

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

**Section 3.** The Union will indemnify and save harmless the Employer from any and all claims and disputes by reason of its acting as collector pursuant to this Article, or any other Article under this agreement.

Section 4. The Union shall have the right to install and use a bulletin board within the Employer's office building. It is understood that the Employer shall designate the location where the bulletin board shall be installed along with the motif.

Section 5. The exclusive representative shall have the right to visit with members of the bargaining unit during working time as long as such visitations do not unreasonably interfere with the employee's work assignment. The intent of this provision is to allow the exclusive representative to visit with a member of the bargaining unit during working hours but shall not include the privilege of assembly of two (2) or more members at any one time.

Section 6. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, union affiliation or political affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement.

Section 7. All references to employees or officers in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 8. There shall be no limit on production by workmen or restriction on the full use of tools or equipment. There shall be no restrictions other than may be required by safety regulations on the number of persons assigned to any crew or to any service or the supervision thereof.

Section 9. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraints or coercion by the Employer against any employee because of Union membership or because of an employee's lawful activities in an official capacity on behalf of the Union.

Section 10. Employees may join the Mid-Oregon Federal Credit Union by contacting them at their offices, 202 NE Olney Avenue, Bend, Oregon. Deductions will be made from paychecks upon receipt of proper authorization. Employees are responsible for notifying the payroll office of changes in deductions.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

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

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

and the Employer with respect to this Section shall be subject to the Grievance Procedure.

#### **ARTICLE 4 - MAINTENANCE WORK SCHEDULES**

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

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

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

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

Section 5. Meal Time. Employees shall be provided an opportunity to enjoy a meal time of not less than one-half (1/2) hour nor more than one (1) hour to be designated by the Employer as near as possible to the mid-point of their shift. It is the employee's responsibility to take the agreed-upon meal time break.

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

#### **ARTICLE 5 - MAINTENANCE OVERTIME**

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

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

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

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

## **ARTICLE 6 - SALARIES AND SALARY ADMINISTRATION**

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

Section 2. The employee's anniversary date shall be the first day worked and shall not be changed for any reason during his/her tenure of continuous employment with the following exception: New employees placed, upon employment, at any step above the lowest step of the apprentice salary schedule, shall receive salary step increases as if they had been employed for the number of years corresponding with the salary step at which they are placed.

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

Section 4. Employees will be required to fill out time cards or work slips on a uniform basis. These reports shall be completed promptly and returned to the Employer's office.

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

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

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

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

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

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

Section 11. Effective June 1, 2016, all salaries shall increase 1.9 percent (1.9%), as outlined in Schedule A.

## **ARTICLE 7 - CLASSIFICATION OF POSITIONS**

### **Section 1**

Each employee shall be paid the rate specified in the attached salary schedule, except as agreed under Article 6, Salaries and Salary Administration, Section 1. The Employer shall maintain written specifications and position descriptions for each classification within the service. Position descriptions shall include class title, salary range, a description of duties and responsibilities, a statement of qualifications necessary to perform the work and the work hours that apply to the position.

## **ARTICLE 8 - EMPLOYEE BENEFITS**



Section 1. Health and Hospitalization Insurance.

(a) The selection of the insurance carrier and policy shall be made by the Employer. The Board of Directors will, prior to each July 1st, seek outside bids from insurance carriers, which time will coincide with present insurance contract expiration.

(b) Full-time regular and permanent part-time employees and their dependents are eligible to participate in the group insurance plan. Temporary, casual and seasonal employees are not eligible to participate in the plan. A waiting period shall be required before employees may be enrolled under the plan. Such waiting time is presently one (1) month from employment date.

(c) It is understood that the Employer's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

(d) The Employer shall provide each employee with a paid life insurance policy of no less than \$6,000 employee life, accident and dismemberment.

(e) The Employer shall pay 100% per month for a dental program for its employees and their dependents

(f) The medical insurance cap, for June 1, 2016-May 31, 2017 plan year period will be \$444,624.32 a three and one half percent (3.5%) increase from the prior year and a one-time increase to the insurance cap of \$39,372. The medical insurance cap, for the June 1, 2017-May 31, 2018 plan year period will be \$460,186.17 a three and one half percent (3.5%) increase from the prior year.

(g) The total annual medical cost will be compared to the annual cap to determine if and when employee contributions are triggered. When total medical spending (both insurance premiums and deductibles) exceeds the total cap as of the end of any given month, employees will pay a portion of their insurance premium for that month according to the following:

1. If the overage amount is less than \$1,000, the employee's percentage contribution will be five percent (5%).
2. If the overage amount is between \$1,000 and \$5,000, the employee's percentage contribution will be seven and one half percent (7.5%).
3. If the overage amount is greater than \$5,000, the employee's percentage contribution will be ten percent (10%).

This calculation will include the insurance premiums and medical costs paid during the plan year (June-May). If there are medical bills that have not been submitted at the end of the plan year, they will be included in the period in which they are paid.

(h) The Employer's adopting a higher deductible plan results in higher out-of-pocket liability for the employee. The maximum out of pocket cost increased to \$5,000 per person/\$10,000 per family per calendar year. The following schedule details the liability for the increased deductible and out-of-pocket maximum:

<b>Sequence of Liability:</b>						
	<u>Individual</u>			Employee		COID
	First \$1,000 of Deductible			\$ 1,000		-
	Remaining \$1,000 of Deductible			-		\$ 1,000
	First \$1,500 of Out-of-Pocket Costs			\$ 1,500		
	Remaining \$3,500 of Out-of-Pocket Costs					
	First \$1,750			\$ 1,750		
	Second \$1,750					\$ 1,750
	<u>Family</u>					
	First \$2,800 of Deductible			\$ 2,800		
	Remaining \$1,200 of Deductible					\$ 1,200
	First \$3,810 of Out-of-Pocket Costs			\$ 3,810		
	Remaining \$8,890 of Out-of-Pocket Costs					
	First \$4,445			\$ 4,445		
	Second \$4,445					\$ 4,445
	<u>Non-Participating Providers</u>					
	First \$4,200 of Out-of-Pocket Costs			\$ 4,200		
	Remaining \$2,800 of Out-of-Pocket Costs			\$ 1,400		\$ 1,400

The cost benefit realized from adopting the higher deductible plan will be calculated by comparing the total medical cost paid by COID against the annual premium cap. Any savings will be tracked in a separate account to be used to offset future medical cost increases and/or to help establish future health savings accounts.

(i) An employee is eligible for Employer contributions as provided in this Article as long as the employee is employed by the Employer. Upon termination of employment, all Employer contributions shall cease effective on the employee's last working day.

(j) COID will implement an IRS Section 125 Voluntary Flexible Spending Account plan effective January 01, 2005. Section 125 accounts will be administered per IRS regulations and will be maintained at no cost to the employee. Employees may contribute up to an annual total of \$3000.00.

## Section 2. Public Employees Retirement System

- (a) Effective June 1, 2014 the Employer shall increase each step of the 2014-2015 salary schedules by six and one half (6.5%), in addition to cost of living adjustments, for employees first hired prior to June 1, 2014, at Rate 1 in Appendix A. Employees first hired after June 1, 2014 shall be hired and paid at Rate 2 in Appendix A. Should any employee whose first date of hire is prior to June 1, 2014 leave the Employer for any reason and/or length of time and later return to the Employer, they shall be re-hired at Rate 1.
- (b) Employees shall contribute six percent (6%) of their salary to the Public Employees Retirement Fund or an Individual Account Program as required by ORS 238.005 to 238.750 effective June 1, 2014. The Employer shall withhold from salary the employee's contribution, with other required withholding, and shall pay the amount withheld for retirement directly to PERS. The employee shall receive no option to receive the amount directly. Employee's contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414(h)(2).
- (c) Once the amounts are deposited, the Employer's obligation is satisfied and the Employer has no further obligation to the employee regarding retirement benefits unless and until retirement obligations are required by law.

## **ARTICLE 9 - LEAVES OF ABSENCE**

### Section 1. Sick Leave.

(a) Sick leave shall accrue at the rate of eight (8) hours per full calendar month of service. Accrual shall begin the employee's anniversary date. Sick leave accumulated prior to the date of execution of this Agreement shall be credited to each employee's accumulated sick leave.

(b) The Employer agrees to participate in the sick leave conversion program of the Public Employees Retirement System pursuant to ORS 238.350.

(c) Sick leave with pay shall be allowed whenever an employee's absence is due to illness, bodily injury, necessity for medical or dental care, and for attendance upon members of the employee's immediate family (parent, spouse, children, sibling, grandparent, son or daughter-in-law, stepchild, parent-in-law, grandparent-in-law, domestic partner, children of domestic partner, parent of domestic partner, grandparent of domestic partner)

(d) The Employer may require an employee to furnish a medical excuse from a qualified physician as evidence of illness in order to qualify for sick pay. In the event that a medical excuse is required, the employee will be so advised.

(e) Sick leave shall be deducted from the accrued sick leave days earned by the employee.

(f) A full-time employee will be granted a reasonable amount of time off with pay for bereavement leave for his/her immediate family, i.e., parent, spouse, child, sibling, grandparent, son or daughter-in-law, or other member of the immediate family. When considering leave requests of this nature, the Employer shall consider such factors as distance involved, needs of the system, etc.

(g) Each December thirty-first (31<sup>st</sup>) employees shall be able to convert up to a maximum of forty (40) hours of sick leave to vacation annually. The number of hours available for conversion shall be reduced by each hour of sick leave used during the year.

### Section 2. Witness or Jury Duty.

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

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

### Section 3. Leave of Absence Without Pay.

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

(b) Military leave shall be in accordance with the Oregon Revised Statutes.

Section 4. Parental Leave.

(a) A parent shall be granted a leave of absence up to twelve (12) weeks to care for a new baby. Such leave can be less than twelve (12) weeks, if so requested by the employee, or at the discretion of management more than twelve (12) weeks, depending on the needs of the Employer. During the period of parental leave, the employee is entitled to use accrued vacation leave, compensatory time, leave without pay, or consistent with state and federal regulations, sick leave.

(b) Reemployment: Employees returning from parental leave shall be reemployed in a position for which they were qualified, pursuant to Section 1 of this Article.

(c) Benefits: An employee on paid or unpaid leave hereunder shall continue to receive existing benefits.

(d) The Employer shall comply with State and Federal regulations regarding parental leave and shall notify employees in writing of their rights under the law.

Section 5. Personal Leave.

(a) Amount: A regular employee may be granted a paid leave of no more than one (1) day per year, noncumulative.

(b) Requests: Requests for personal leave must be made in writing to the Manager, or his/her designee, where time permits, at least three (3) days in advance.

**ARTICLE 10 - OPERATIONS AND MAINTENANCE VACATION SCHEDULE**

Section 1. Eligibility for Vacations.

(a) Maintenance employees covered by this Agreement who have completed one (1) year of continuous service or more for the Employer shall receive one (1) week or five (5) work days of vacation with pay per year. Patrolmen who have completed one (1) year of continuous service or more for the Employer shall receive seven (7) working days of vacation with pay per year. For purposes of this Article, working days are Monday through Friday and based on 173.33 hours per month.

(b) Maintenance employees who have completed two (2) or more years of service with the Employer shall receive two (2) weeks or ten (10) working days of vacation with pay per year. Patrolmen who have completed two (2) or more years shall receive fourteen (14) working days of vacation with pay per year.

(c) Maintenance employees who have completed seven (7) years or more for the Employer shall receive three (3) weeks or fifteen (15) working days of vacation with pay per year. Patrolmen who have completed seven (7) years of service or more for the Employer shall receive twenty-one (21) working days of vacation with pay per year.

(d) Maintenance employees who have completed twenty (20) years or more of service with the Employer shall receive four (4) weeks or twenty (20) working days of vacation with pay per year. Patrolmen who have completed twenty (20) or more years of service with the Employer shall receive twenty-eight (28) working days of vacation with pay per year.

Section 2. Anniversary Date. For the purposes of this Article, the employee's anniversary date of hire shall be the date used for computing vacation allowances.

Section 3. Vacation Scheduling. A vacation schedule shall be posted on the Employee bulletin board and employees shall write in their vacation preference and, where possible, the Employer shall honor such requests. Conflicts regarding one or more employees from the same department seeking vacation leave at the same time shall be resolved by the Employer by first considering the needs of the Employer and second by the employee's seniority. Patrolmen are expected to take a minimum of two (2) formal vacation days during the irrigation season.

Section 4. Pro-rate Vacation. Any employee who quits or is terminated after nine (9) months, during the first year of employment, shall receive pro-rated vacation pay.

Section 5. Vacation Pay. Vacation pay shall be computed at the applicable straight time hourly rate of pay.

Section 6. Holiday During Vacation. If an employee's vacation period includes a holiday as specified in Article 11 Holidays, he/she shall receive the specified holiday pay in addition to his/her vacation pay. Under no condition shall such holiday pay be used or considered to place the vacation pay and holiday pay in an overtime dispute or posture.

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

(b) Employees, who have not used their vacation by July of each year, will be paid in cash for all accumulated vacation in excess of three weeks/one hundred twenty (120) hours.

(c) Employees shall be allowed to carry three weeks/one hundred twenty (120) hours of vacation on the books year around.

## **ARTICLE 11 – HOLIDAYS**

Section 1. The following holidays shall be paid holidays:

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

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

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

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

Section 5. Ninth Paid Holiday. The employees shall have the option of using either the Friday following Thanksgiving or the working day immediately before or the first working day following Christmas as their ninth (9th) paid holiday.

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

## **ARTICLE 12 - TRAVEL ALLOWANCE**

Section 1. The Employer will provide patrolmen with transportation during the irrigation season; however, during the maintenance season, transportation will be provided at the discretion of the Employer. If transportation is provided to patrolmen during maintenance season, patrolmen will pay for that benefit in accordance with Internal Revenue Service regulations. Those employees who are required to drive company vehicles and transport other employees to and from work shall be compensated at their straight time rate for such time spent transporting other employees.

Section 2. When employees are required and authorized to use their own vehicle, they shall be paid at the current I.R.S. rate per mile.

## **ARTICLE 13 - GRIEVANCE PROCEDURE AND ARBITRATION**

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

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

Section 3. Definitions and Interpretations.

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

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

(c) Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period of computed shall

be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

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

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

Step 1. The employee, with or without Union representative, shall take up the grievance or dispute with the immediate supervisor within fifteen (15) days of its occurrence or within fifteen (15) days of knowledge of its occurrence. The immediate supervisor shall respond to the employee within ten (10) days.

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

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

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

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

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



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

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

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

#### **ARTICLE 14 - SAVINGS CLAUSE**

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

#### **ARTICLE 15 - SENIORITY**

Section 1. An employee's seniority shall be computed from the first date of hire and shall be based on the length of service with the Employer. However, he/she shall be on probation for no more than six (6) months.

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

Section 3. Regular employees of the Employer shall serve a probationary period of thirty (30) days when promoted to a higher classification. If the employee does not successfully complete the thirty-(30) day probationary period, he/she shall return to his/her previous position.

#### **ARTICLE 16 - LAYOFF**

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

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

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

## **ARTICLE 17 - PERSONNEL RECORDS**

Section 1. Each employee shall have the right to review the contents of his/her own personnel file. At his/her option, he/she may request to be accompanied by a Union representative of his/her choosing.

Section 2. Access to a staff member's personnel file shall be limited to only the individual employee involved and/or his/her designated representative, such supervisors and administrators of the Employer who are assigned to review or place materials therein, and such clerical personnel whose duty it is to maintain personnel files, providing such access does not conflict with the provisions of ORS 192.501 to 505.

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

Section 4. Letters of caution, consultation, warning, admonishment, and reprimand shall be considered temporary contents of the personnel records and shall be removed and destroyed no later than three (3) years after they have been placed in the employee's personnel file.

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

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

## **ARTICLE 18 – CAUSE**

### **Section 1.**

(a) Employees shall be disciplined or discharged for just cause only. The Employer agrees to utilize progressive discipline. The Agreement acknowledges the Vehicle Safety Program adopted by the Board of Directors in July 2008.

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

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

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

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

Section 4. The Employer agrees to discharge an individual for cause and waive the preliminary steps of the grievance procedure and move immediately to binding arbitration.

## **ARTICLE 19 - HEALTH AND SAFETY REGULATIONS**

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

## **ARTICLE 20 - STANDBY**

Section 1. Standby Time. When the Employer requires that an employee remain at home, near his/her telephone for call-in, the Employer shall pay the employee a sum equivalent

to one (1) hour of pay for each six (6) cumulative hours of standby. Such pay shall be at the employee's applicable straight time hourly rate of pay.

Section 2. Standby Pay. It is understood and agreed that standby pay for the purposes of this Article means a sum of money paid to an employee to be available for work for the convenience of the Employer. Availability requires the Employee to remain in the vicinity of COID's facilities, to be work ready, and to be accessible by telephone for rapid response.

## **ARTICLE 21 - PATROLMEN/HEAD GATE TENDERS**

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

Section 2. During the operation period, the Patrolmen and/or Head Gate Tender shall be paid an additional sixteen (16) days of compensatory time off. Accrual and use shall be based on 173.33 hours per month, and only Monday through Friday shall be used as days off. Compensatory time shall be scheduled for the period November to March, and any unused compensation days may be paid in cash on December 31 of each year.

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

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

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

## **ARTICLE 22 - STRIKES AND LOCK-OUTS**

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

## **ARTICLE 23 - TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from the first (1st) day of June 2016, until May thirty-one (31), 2018. The parties agree to meet between February first (1), 2017 and May first (1), 2017 to bargain wages for the second year of this Agreement. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by no later than February first (1) of the year of expiration of this Agreement that it desires to modify this Agreement. This Agreement shall remain in full force and effect and be effective during the period of negotiations.

|

**ARTICLE 24 - GUARANTEE OF AUTHORITY**

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

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

FOR THE CENTRAL OREGON  
IRRIGATION DISTRICT:

\_\_\_\_\_  
Interim Executive Director SEIU Local 503  
Jereme Grzybowski

\_\_\_\_\_  
COID Director Division 1  
Paul Kasberger

\_\_\_\_\_  
President COID Local 592  
Jason Neville

\_\_\_\_\_  
COID Director Divison 2  
Carroll Penhollow

\_\_\_\_\_  
Vice-President COID Local 592  
Rich Castrow

\_\_\_\_\_  
COID Director Division 3  
Terry Blackwell

\_\_\_\_\_  
Secretary-Treasurer COID Local 592  
Jim England

\_\_\_\_\_  
COID Director Division 4  
Robert Borlen

\_\_\_\_\_  
Shop Steward COID Local 592  
Robert Schinkel

\_\_\_\_\_  
COID Director Division 5  
Tom Burke

\_\_\_\_\_  
Shop Steward COID Local 592  
Charles Beatty

\_\_\_\_\_  
  
\_\_\_\_\_

**LOA – ARTICLE 8.1 - Employee Benefits**

This letter of agreement is entered into between Central Oregon Irrigation District (hereinafter the District) and SEIU Local 503 (hereinafter the Union).

The purpose of this agreement is to formalize both parties willingness to work together in order to find solutions to the rising cost of health care and its negative impact to wages.

The District and the Union shall meet before the second Tuesday in November 2016 to discuss the District's budgeting for health care and wages. Both parties agree to work in good faith to explore all possible solutions.

**-APPENDIX A**

**SCHEDULE A**

**The following classification and wages rates shall be effective June 1, 2016 – May 31, 2017.**

**Apprentice**

<b><u>Classification</u></b>	<b><u>Through 1 Yr.</u></b>	<b><u>Through 2 Yr.</u></b>	<b><u>Through 3 Yr.</u></b>
<b><u>Maintenance/Operations</u></b> <b><u>1</u></b>	<b><u>20.91 per hour</u></b>	<b><u>21.77 per hour</u></b>	<b><u>22.67 per hour</u></b>
<b><u>Maintenance/Operations</u></b> <b><u>2</u></b>	<b><u>19.64 per hour</u></b>	<b><u>20.43 per hour</u></b>	<b><u>21.30 per hour</u></b>

**Journey**

<b><u>Classification</u></b>	<b><u>4 Through 6 Yr.</u></b>	<b><u>7 Through 9 Yr.</u></b>	<b><u>10+ years</u></b>
<b><u>Maintenance/Operations</u></b> <b><u>1</u></b>	<b><u>23.36 per hour</u></b>	<b><u>24.24 per hour</u></b>	<b><u>25.18 per hour</u></b>
<b><u>Maintenance/Operations</u></b> <b><u>2</u></b>	<b><u>21.93 per hour</u></b>	<b><u>22.78 per hour</u></b>	<b><u>23.64 per hour</u></b>

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



INDEX

	Page
Anniversary Date .....	6, 11, 13
Arbitration .....	14, 18
Bulletin Board .....	4, 13, 16
Cause .....	18
Classification of Positions .....	7
Credit Union .....	4
Dental Insurance .....	8, 11, 17
Discrimination, Non .....	4, 14-15
Dues Deduction .....	3
Early Starting Time .....	5
Employee Benefits.....	8-10, 12, 17, 22
Employee Rights .....	3-4
Fair Share .....	3
Grievance Procedure .....	14-16
Guarantee of Authority.....	24
Head Gate Tenders .....	19
Health Insurance .....	8-10
Health and Safety Regulations .....	18
Holidays .....	7, 13-14
Jury Duty .....	11
Layoff.....	17
Leaves of Absence.....	10-11
Leave of Absence without Pay .....	11-12
Lockouts .....	2, 19
Lunch Break .....	5
Maintenance Work Schedules .....	5-6, 19
Management Rights.....	4-5
Mileage Reimbursement.....	14
Military Leave .....	11-12
Overtime .....	5-6,13,19
Parental Leave .....	12
Patrolmen .....	2,12-14,19
Pay Periods.....	6
Personal Leave .....	12
Personnel Records .....	17-18
Public Employees Retirement System.....	10
Purposes .....	2
Recognition .....	2
Rest Periods.....	5, 19
Retirement .....	3, 10, 11, 13
Salary.....	3, 6-7, 10
Salary Schedules.....	6-7, 10, 23-24
Savings Clause .....	16
Schedule A and B .....	23-24
Seniority .....	13, 16-17, 18-19
Sick Leave .....	11
Standby.....	18-19
Strikes.....	19
Termination .....	3, 6, 10, 13
Term of Agreement .....	20
Time Cards .....	6
Travel Allowance .....	14

Vacation .....	6, 11-13
Workday/Workweek.....	5, 6, 11, 14