



**This meeting will be held in person, but you may attend virtually through the following link:**

[https://us02web.zoom.us/webinar/register/WN\\_6tkBay40QSmOzY3UiYAK1w](https://us02web.zoom.us/webinar/register/WN_6tkBay40QSmOzY3UiYAK1w)

The meeting passcode is 884527.

Online participants will be able to view presentation material and submit questions or comments.

You can also join by dialing in with your phone; call (669) 900-6833.

The meeting ID number is 898 2688 7674, and the meeting passcode is 884527.

## AGENDA

11:30 a.m. LUNCH

11:45 a.m. STUDY SESSION – Budget Part I (Interim Finance Manager Anna Roeder and General Manager Brad Taylor)

12:15 p.m. BOARD MEETING (*Shall Begin at the Conclusion of the Study Session*)

### 1. Roll Call

### 2. Pledge of Allegiance

### 3. Comments from the Audience

Comments will be limited to 4 minutes per individual, group, or organization; please state your name and organization (if applicable) when prompted via teleconference.

### 4. Consent Calendar

4.1 Approval or Correction of the Minutes of the Last Regular Meeting of April 20, 2022

4.2 Quarterly Letter to Mayor and Council

4.3 Resolution 1811, A RESOLUTION Authorizing the General Manager to Execute an Agreement between the Board of Water Commissioners and the Laborers' International Union of North America, Local #737

4.4 Resolution No. 1812, A RESOLUTION Providing for the Collection of a Proportionate Share of the Cost of Water Main Construction on Thomas Road from Approximately 160 Feet North of Westwood Drive to Approximately 650 Feet North of Westwood Drive, and on Blanche Lane from Thomas Road to Approximately 250 Feet East of Thomas Road, from Property Owners Benefitting Thereby at the Time of Use of the Said Water Mains and Providing for the Payment of the Sums so Collected to Stella RE Investments, LLC, Installer of Said Water Main

### 5. Items Removed from Consent Calendar

### 6. Leadership Team Reports

Leadership Team staff will be present and may provide information: Engineering Manager Brian Runyen, Water Meter & Controls Manager Ken Johnson, Water Maintenance Manager Lester

McFall, Water Quality & Treatment Director Ben Klayman, Interim Finance Manager Anna Roeder, Information Technology Manager Kris Stitt, Human Resources Manager Tanya Haakinson, Customer Service & Water Efficiency Manager Julie Smitherman, and General Manager Brad Taylor.

- 7. **EXECUTIVE SESSION PER ORS 192.660(2)(e) – To deliberate with persons designated by the governing body to negotiate real property transactions.**
- 8. **Propositions and Remarks from the Commissioners**
- 9. **Adjourn**

DATES TO REMEMBER*						
DATE	DAY	TYPE OF MEETING	STUDY SESSION TIME & TOPIC	REGULAR MEETING	LOCATION	
05/18/22	Wed	Board Meeting	11:45am – Budget Part B	12:15 p.m.	Prescott Room, Police Dept.	
<i>Monday, May 30, 2022 – Offices closed in observance of the Memorial Day Holiday</i>						
06/01/22	Wed	Board Meeting	11:45am – Regulations Governing Water Service Updates	12:15 p.m.	TBD	
06/15/22	Wed	Board Meeting	11:45am – Annual Goals for FY22/23	12:15 p.m.	TBD	

\*Meeting dates, times, and locations are subject to change.



## Memorandum

**TO:** Commissioners Bob Strosser, Michael Smith, John Dailey, Jason Anderson, and Daniel Bunn  
**FROM:** Brad Taylor, General Manager  
**DATE:** Wednesday, May 4, 2022  
**SUBJECT:** Item 4.2 – Quarterly Letter to the Mayor and City Council  
**OBJECTIVE:** Board Approval

---

### Issue

The letter to the Mayor and City Council for the third quarter of Fiscal Year 2021-22 along with the financials, Consumption Report, and Watershed Report.

### Discussion

Medford Water is required by Section 19 of the Medford Charter to make full reports of the business transacted by it and of the condition of its funds once every three months to the City Council. If the board members agree to the contents of the letter for the third quarter of FY21-22, the Chair and General Manager will sign, and it will be forwarded to the Mayor and Council members.

### Financial Impact

n/a

### Requested Board Action

Approve contents of third quarter letter to Mayor and City Council.



May 4, 2022

Mayor Randy Sparacino and City Council  
City of Medford, Oregon  
411 West 8th St.  
Medford, Oregon 97501

Honorable Mayor and Council Members:

Attached are Medford Water's quarterly financial reports for the third quarter of Fiscal Year 2021-22, as well as Consumption and Watershed Reports.

During the third quarter of Fiscal Year 2021-22, Medford Water made significant construction progress on the Water Quality Improvement Facilities at the Robert A. Duff Water Treatment Plant (Duff WTP) and Big Butte Springs, along with work on the Ozone replacement project at the Duff WTP.

Additionally, we completed a Final Draft of an IGA between Medford Water and our Partner Cities (Ashland, Central Point, Eagle Point, Jacksonville, Phoenix, and Talent) to coordinate the use of water rights from Partner Cities that are used during the summer months at the Duff WTP. We will be working toward adoption of the IGA in the fourth quarter. The group has made significant progress toward working together to more effectively secure a water supply to meet future demands of the region while using water more wisely.

If the Mayor or Council members have any questions, feel free to contact our office at any time, or Tim D'Alessandro, Council Liaison.

Sincerely,

Bob Strosser, Chair  
Board of Medford Water Commissioners

Brad Taylor, General Manager  
Medford Water

Attachments

**Medford Water Commission**  
**Balance Sheet**  
**March 31, 2022**

	Water Fund	Water System Construction Fund	Total	Last Year
<b>Assets</b>				
<b>Current Assets</b>				
Cash	\$1,072,790.58	\$0.00	\$1,072,790.58	\$2,112,170.28
Revolving Fund Cash	34,573.22	0.00	34,573.22	38,044.36
Cafeteria Plan Cash	35,090.38	0.00	35,090.38	24,296.21
Short Term Investments	5,017,828.14	8,314,438.97	13,332,267.11	27,417,592.61
Short Term Investments- Future	0.00	4,271,235.76	4,271,235.76	0.00
Short Term Investments- Future	0.00	7,544,141.57	7,544,141.57	0.00
Short Term Investments- Future	0.00	5,004,850.13	5,004,850.13	0.00
Short Term Investments- Vernal	0.00	136,713.10	136,713.10	0.00
Short Term Restricted Investmer	215,865.08	0.00	215,865.08	192,167.08
Notes Receivable	2,004,937.09	0.00	2,004,937.09	2,142,593.01
Accounts Receivable	1,762,241.31	0.00	1,762,241.31	1,369,750.33
Accounts Receivable - Misc.	630,111.89	0.00	630,111.89	371,721.43
Cafeteria Plan Receivable	23,698.98	0.00	23,698.98	18,966.73
Inventory	1,473,761.46	0.00	1,473,761.46	937,563.40
Work in Progress	346,336.95	0.00	346,336.95	467,998.83
Prepaid Expenses	1,439,674.31	0.00	1,439,674.31	1,526,507.75
Other Current Assets	20,149.03	0.00	20,149.03	(15,010.46)
<b>Total Current Assets</b>	<b>14,077,058.42</b>	<b>25,271,379.53</b>	<b>39,348,437.95</b>	<b>36,604,361.56</b>
<b>Fixed Assets</b>				
Utility Plant / Service	211,900,472.54	0.00	211,900,472.54	199,255,527.04
Construction in Progress	11,284,354.82	0.00	11,284,354.82	11,123,205.62
Accumulated Depreciation	(70,085,468.05)	0.00	(70,085,468.05)	(66,360,062.39)
<b>Total Fixed Assets</b>	<b>153,099,359.31</b>	<b>0.00</b>	<b>153,099,359.31</b>	<b>144,018,670.27</b>
<b>Total Assets</b>	<b><u>167,176,417.73</u></b>	<b><u>25,271,379.53</u></b>	<b><u>192,447,797.26</u></b>	<b><u>180,623,031.83</u></b>
<b>Liabilities &amp; Fund Equity</b>				
<b>Current Liabilities</b>				
Accounts Payable	1,805,243.77	0.00	1,805,243.77	625,605.24
Retainage Payable	0.00	0.00	0.00	235,513.75
Customer Deposits	72,371.32	0.00	72,371.32	93,639.00
Construction Deposits	582,221.18	0.00	582,221.18	532,857.40
Miscellaneous Payable	269,114.34	0.00	269,114.34	336,291.06
Water Districts Payable	30,066.91	0.00	30,066.91	52,935.33
Accrued Vacation	676,474.59	0.00	676,474.59	628,994.90
Cafeteria Plan Payable	30,396.68	0.00	30,396.68	23,293.45
Other Current Liabilities	63.36	0.00	63.36	(227.99)
<b>Total Current Liabilities</b>	<b>3,465,952.15</b>	<b>0.00</b>	<b>3,465,952.15</b>	<b>2,528,902.14</b>
<b>Fund Equity</b>				
Retained Earnings	155,940,768.51	24,866,725.04	180,807,493.55	171,590,165.40
<b>Total Fund Equity</b>	<b>155,940,768.51</b>	<b>24,866,725.04</b>	<b>180,807,493.55</b>	<b>171,590,165.40</b>
<b>Net Income - Fiscal YTD</b>	<b>8,176,660.97</b>	<b>(2,309.41)</b>	<b>8,174,351.56</b>	<b>6,503,964.29</b>
<b>Fund Transfers In (Out)</b>	<b>(406,963.90)</b>	<b>406,963.90</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b><u>167,176,417.73</u></b>	<b><u>25,271,379.53</u></b>	<b><u>192,447,797.26</u></b>	<b><u>180,623,031.83</u></b>

**Medford Water Commission**  
**Income Statement**  
**March 31, 2022**

	Month to Date		Year to Date	
	Current	Prior	Current	Prior
<b>Water Fund</b>				
<b>Operating Revenues</b>				
Residential Sales Inside Gallonage	\$174,339.12	\$157,471.62	\$3,985,188.75	\$4,094,114.96
Commercial Sales Inside Gallonage	68,010.27	57,925.62	1,450,211.03	1,374,041.51
Industrial Sales Inside Gallonage	8,764.96	15,133.94	134,602.40	156,621.15
Base Charges Inside	476,683.36	444,886.46	4,435,468.62	4,118,937.10
High Elevation Charges	25,691.13	24,672.46	295,869.05	297,060.34
Fire Services Inside	25,873.38	23,976.97	240,962.94	222,115.46
Residential Sales Outside Gallonage	67,615.29	31,804.42	690,719.91	683,665.97
Commercial Sales Outside Gallonage	13,424.49	11,436.80	400,497.97	310,855.80
Industrial Sales Outside Gallonage	95,216.95	84,197.69	1,004,006.83	918,243.57
Base Charges Outside	105,319.18	98,240.00	957,673.22	892,572.50
Fire Services Outside	7,510.31	6,944.27	68,804.26	63,469.71
Sales to Other Utilities	89,538.39	77,141.75	2,163,334.26	1,755,797.91
Miscellaneous Collections	36,912.96	21,674.42	222,656.73	193,743.68
Connections/Installations	241,247.33	16,185.42	923,261.81	403,801.85
<b>Total Operating Revenues</b>	<b>1,436,147.12</b>	<b>1,071,691.84</b>	<b>16,973,257.78</b>	<b>15,485,041.51</b>
<b>Operating Expenses</b>				
<b>Water Operating Expenses</b>				
Source of Supply	73,553.71	76,586.39	916,095.02	547,925.29
Supply Pumping	14,576.48	21,360.94	423,284.97	502,426.06
Purification	218,653.66	131,322.94	1,643,117.42	1,551,510.21
Transmission	30,428.33	39,416.91	195,800.14	160,077.74
Distribution Pumping	37,125.58	26,808.83	280,046.95	277,941.78
Distribution	364,796.71	312,368.88	2,241,048.22	2,193,876.95
Customer Accounts & Collection	234,745.43	221,322.89	1,761,342.19	1,740,603.83
Administrative & General	434,571.92	98,499.80	1,791,468.62	1,414,082.34
Connections/Installations	106,176.23	(7,141.65)	707,339.72	305,080.48
<b>Total Operating Expenses</b>	<b>1,514,628.05</b>	<b>920,545.93</b>	<b>9,959,543.25</b>	<b>8,693,524.68</b>
<b>Operating Income Before Depreciation</b>	<b>(78,480.93)</b>	<b>151,145.91</b>	<b>7,013,714.53</b>	<b>6,791,516.83</b>
Depreciation	327,258.11	327,806.21	2,890,816.43	2,931,811.20
<b>Total Operating Income</b>	<b>(405,739.04)</b>	<b>(176,660.30)</b>	<b>4,122,898.10</b>	<b>3,859,705.63</b>
<b>Non Operating Revenues</b>				
Charges in Lieu of Assessments	0.00	0.00	4,311.05	10,280.94
Investment Revenue	(4,042.51)	2,220.21	43,201.38	62,332.28
Grant Revenue	0.48	0.00	13,904.39	0.00
Forest Product Revenue	0.00	0.00	636,682.13	0.00
Miscellaneous Revenue	(41,067.75)	9,201.18	59,402.30	189,767.71
<b>Total Non Operating Revenues</b>	<b>(45,109.78)</b>	<b>11,421.39</b>	<b>757,501.25</b>	<b>262,380.93</b>
<b>Income Before Contributions</b>	<b>(450,848.82)</b>	<b>(165,238.91)</b>	<b>4,880,399.35</b>	<b>4,122,086.56</b>
<b>Capital Contributions</b>				
System Development Charges	366,619.28	78,466.54	1,591,907.83	1,035,352.07
Developer Donations (Capitalized)	0.00	0.00	1,704,353.79	1,232,395.16
<b>Total Income from Contributions</b>	<b>366,619.28</b>	<b>78,466.54</b>	<b>3,296,261.62</b>	<b>2,267,747.23</b>
<b>Net Income - Water Fund</b>	<b>(\$84,229.54)</b>	<b>(\$86,772.37)</b>	<b>\$8,176,660.97</b>	<b>\$6,389,833.79</b>
<b>Combined Income (All Funds)</b>				
Net Income - Water Fund	(81,678.26)	(86,772.37)	8,179,212.25	6,389,833.79
Net Income - Construction Fund	(20,400.70)	1,914.24	(2,309.41)	28,777.61
Net Income - Main Replacement Fund	0.00	1,540.07	0.00	23,152.58
Net Income - FWTP Fund	0.00	2,440.20	0.00	35,199.16
Net Income - FWRD Fund	0.00	1,805.48	0.00	26,260.10
Net Income - Vernal Pool Mgmt Fund	0.00	49.30	0.00	741.05



## 2021-22 FISCAL YEAR WATER CONSUMPTION & SERVICES Third Quarter

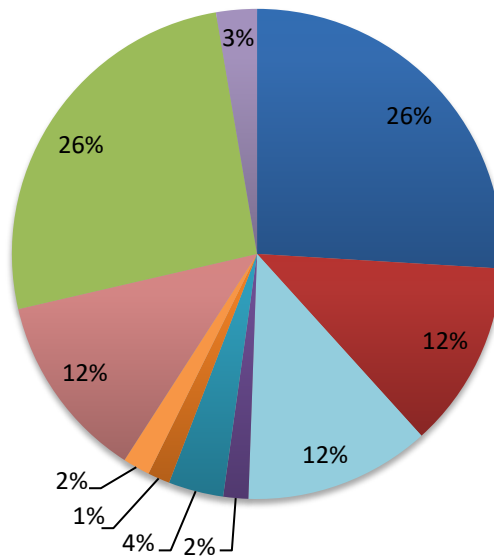
### WATER CONSUMPTION - THOUSANDS OF GALLONS

	CONSUMPTION JAN - MAR 2022	CONSUMPTION JAN - MAR 2021	CHANGE IN CONSUMPTION
INSIDE SINGLE-FAMILY RESIDENTIAL	320,718	315,353	1.70%
INSIDE MULTIPLE-FAMILY RESIDENTIAL	152,577	157,427	-3.08%
INSIDE COMMERCIAL	151,571	147,009	3.10%
INSIDE INDUSTRIAL	20,389	41,380	-50.73%
OUTSIDE SINGLE-FAMILY RESIDENTIAL	44,876	44,748	0.29%
OUTSIDE MULTIPLE-FAMILY RESIDENTIAL	18,054	20,850	-13.41%
OUTSIDE COMMERCIAL	22,126	22,030	0.44%
OUTSIDE INDUSTRIAL	151,853	144,760	4.90%
SALES TO OTHER UTILITIES	320,421	277,330	15.54%
SALES TO WATER DISTRICTS	33,222	31,216	6.43%
<b>TOTAL WATER CONSUMPTION</b>	<b>1,235,807</b>	<b>1,202,103</b>	<b>2.80%</b>

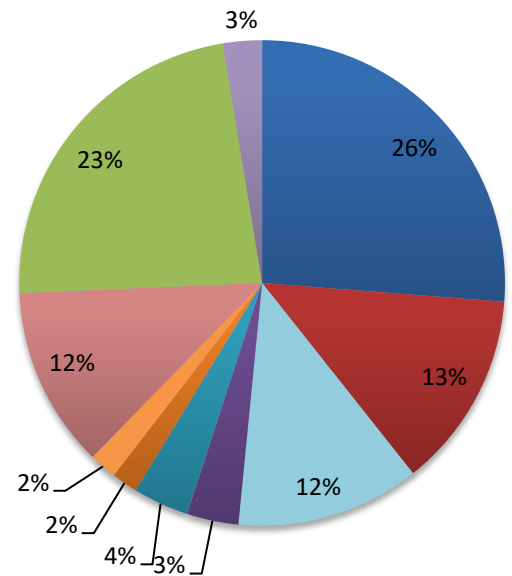
**Percentage of Total Consumption for Quarter**

- INSIDE SFR
- INSIDE MFR
- INSIDE COM.
- INSIDE IND.
- OUTSIDE SFR
- OUTSIDE MFR
- OUTSIDE COM.
- OUTSIDE IND.
- OTHER UTILITIES
- WATER DISTRICTS

**Q3-2022**



**Q3-2021**



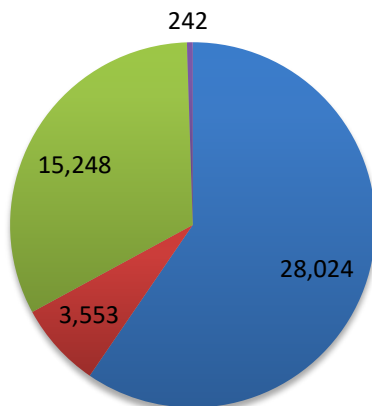
# WATER SERVICES TO MARCH 31, 2022

	<b>SERVICES MAR 2022</b>	<b>SERVICES MAR 2021</b>	<b>CHANGE IN SERVICES</b>
<b><u>INSIDE CITY</u></b>			
RESIDENTIAL - SINGLE-FAMILY	22,215	21,970	245
RESIDENTIAL - MULTIPLE-FAMILY	2,484	2,470	14
COMMERCIAL	2,782	2,722	60
INDUSTRIAL	51	47	4
FIRE SERVICES	492	479	13
<b><i>SUBTOTAL - INSIDE CITY</i></b>	<b>28,024</b>	<b>27,688</b>	<b>336</b>
<b><u>OUTSIDE CITY</u></b>			
RESIDENTIAL - SINGLE-FAMILY	3,056	3,030	26
RESIDENTIAL - MULTIPLE FAMILY	86	81	5
COMMERCIAL	225	229	-4
INDUSTRIAL	101	97	4
UTILITIES	7	7	0
FIRE SERVICES	78	76	2
<b><i>SUBTOTAL - OUTSIDE CITY</i></b>	<b>3,553</b>	<b>3,520</b>	<b>33</b>
<b><u>OTHER UTILITIES</u></b>			
CITY OF CENTRAL POINT	6,801	6,741	60
CITY OF JACKSONVILLE	1,549	1,537	12
CITY OF EAGLE POINT	3,547	3,444	103
CITY OF PHOENIX	1,182	1,070	112
T.A.P.	2,169	2,082	87
<b><i>SUBTOTAL - OTHER UTILITIES</i></b>	<b>15,248</b>	<b>14,874</b>	<b>374</b>
<b><u>WATER DISTRICTS</u></b>			
CHARLOTTE ANN	136	97	39
ELK CITY	106	103	3
<b><i>SUBTOTAL - WATER DISTRICTS</i></b>	<b>242</b>	<b>200</b>	<b>42</b>
<b>TOTAL WATER SERVICES</b>	<b>47,067</b>	<b>46,282</b>	<b>785</b>

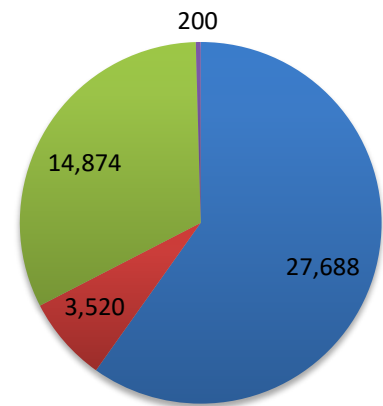
**Number of Services  
in March**

- INSIDE CITY
- OUTSIDE CITY
- OTHER UTILITIES
- WATER DISTRICTS

**MAR 2022**



**MAR 2021**



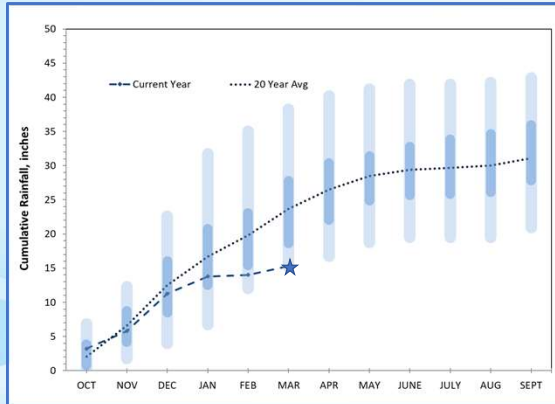


# Watershed Precipitation

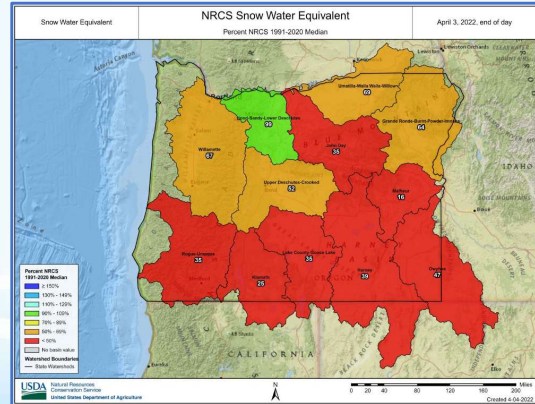
Ben Klayman, Director of Water Treatment and Quality

1.5" rain in last 84 days; Ja. Co. declared drought emergency March 23

Precipitation at BBS (63% of average)



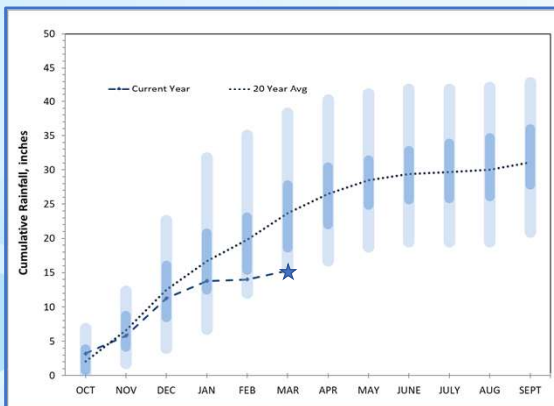
Rogue Basin Snowpack (Melting quickly)



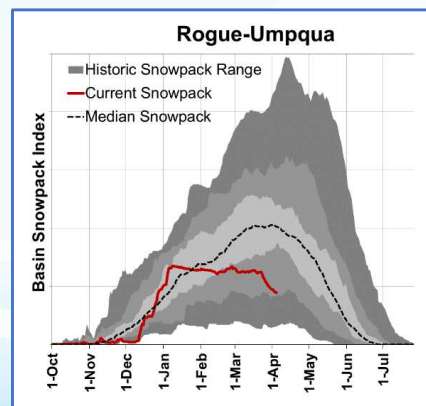
# Watershed Precipitation

1.5" rain in last 84 days;  
Ja. Co. declared drought emergency March 23

Precipitation at BBS (63% of average)

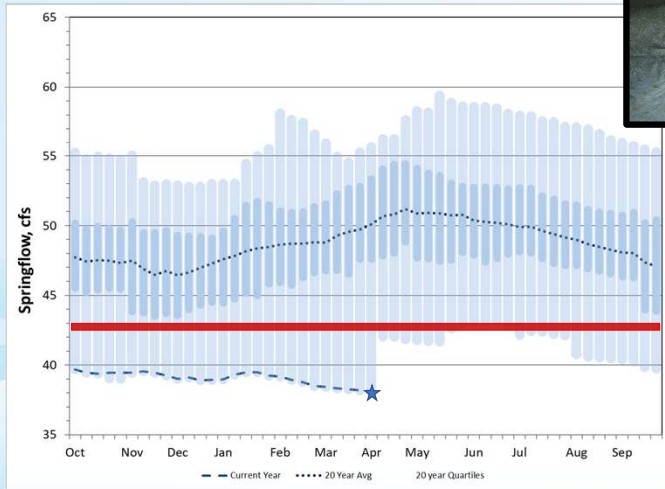


Rogue Basin Snowpack (Melting quickly)



## Springflow

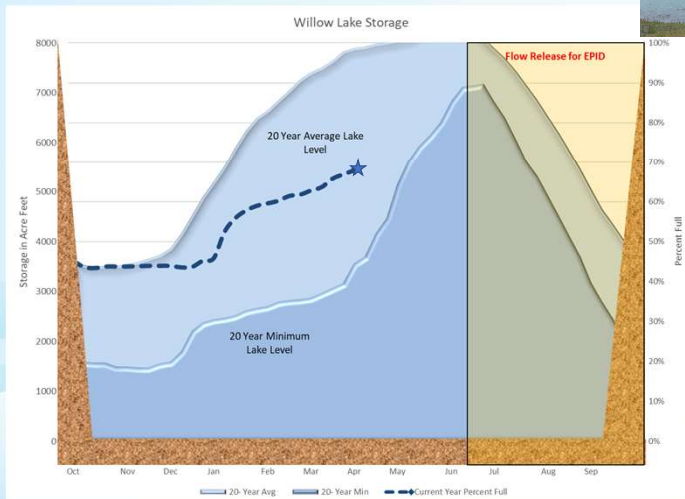
Setting new historical minimums each week



← Minimum flow for 2 full pipes

## Willow Lake Storage

Unlikely to fill this year





## Memorandum

**TO:** Commissioners Bob Strosser, Michael Smith, John Dailey, Jason Anderson, and Daniel Bunn

**FROM:** Brad Taylor, General Manager

**DATE:** Thursday, April 28, 2022

**SUBJECT:** Item 4.3 - Resolution 1811, Authorizing the General Manager to Execute an Agreement between the Board of Water Commissioners and the Laborers' International Union of North America, Local #737

**OBJECTIVE:** Board Approval

---

### Issue

The current Agreement is in effect between the bargaining unit employees and Medford Water will expire on June 30, 2022.

### Discussion

Negotiations between representatives of the bargaining unit and Medford Water have concluded and all changes have been incorporated into the Agreement. The Agreement shall be effective July 1, 2022, and expire on June 30, 2025. An attached redline version of the contract is attached to this memorandum and a clean final version.

### Financial Impact

The financial impact of the agreement is wage adjustments that occur annually on July 1. On July 1<sup>st</sup> of each new year of this agreement, all members of the Bargaining Unit receive a cost-of-living adjustment. This adjustment shall be determined from the "Consumer Price Indexes, Pacific Cities and U.S. City Averages", for Urban Wage Earners and Clerical Workers. It shall be the preceding year's 12-month average (January through December) of West Cities (Series ID: CWUR0400SA0). The annual cost of living increase will be a minimum of 1.5% and a maximum of 5.0% based on the CPI. In addition, the contract has a provision for Union employees to share increases in health insurance costs (Medical, Dental, and Eye) up to a maximum of 10% of the total premium cost during the duration of this contract. Currently Union employees pay 5.2% of the premium costs.

### Requested Board Action

Staff recommends approval of Resolution 1811, which authorizes the General Manager to execute an agreement between the Board of Water Commissioners and the Laborers' International Union of North America, Local #737.

# COLLECTIVE BARGAINING AGREEMENT

Between  
THE BOARD OF WATER  
COMMISSIONERS OF THE CITY OF  
MEDFORD, OREGON  
and  
OREGON AND SOUTHERN IDAHO DISTRICT COUNCIL OF LABORERS  
and  
LABORERS' INTERNATIONAL UNION OF NORTH  
AMERICA LOCAL #737

## TABLE OF CONTENTS

Preamble .....	2
Article 1. Recognition .....	2
Article 2. Management Rights .....	4
Article 3. Strikes and Lockouts .....	5
Article 4. Holidays.....	5
Article 5. Vacations.....	6
Article 6. Hours of Work .....	8
Article 7. Sick Leave.....	9
Article 8. Other Leaves of Absence.....	10
Article 9. Compensation .....	11
Article 10. Discipline and Discharge.....	15
Article 11. Settlement of Disputes .....	16
Article 12. Probationary Period .....	16
Article 13. General Provisions.....	17
Article 14. Health and Welfare .....	19
Article 15. Drug and Alcohol-Free Workplace.....	21
Article 16. Liability Insurance .....	21
Article 17. Savings Clause and Funding .....	21
Article 18. Application of Personnel Policies.....	21
Article 19. Termination and Reopening.....	22
Exhibit A – Salary Schedule	
Exhibit B – Position Descriptions	

## **PREAMBLE**

This Collective Bargaining Agreement (Agreement), signed in counterparts, is entered into by the Board of Water Commissioners of the City of Medford, Oregon, hereinafter referred to as "Commission", and the Oregon and Southern Idaho District Council of Laborers, Laborers' International Union of North America, Local#737, hereinafter collectively referred to as "Union."

It is understood that by its charter, the City of Medford acts through its Commission with reference to the municipal functions, which it performs in part through employment of members of the bargaining unit represented by the Union. Where reference is made to some duty to be performed by the "Commission" in a contract, or some notice to or filing to be made with the "Commission" the Commission will act through its General Manager, or such other supervisory officers or employees as may be designated by its General Manager.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other working conditions.

## **ARTICLE 1. RECOGNITION**

The Commission recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for the following classifications:

- 1) Utility Person 1
- 2) Utility Person 2
- 3) Utility Person 3
- 4) Utility Person 4
- 5) Senior Lead Utility Person
- 5)6) Field Technician 2
- 6)7) Field Technician 3
- 7)8) Lead Field Technician
- 8)9) Metering Specialist

Employees hired for a limited term under specific state or federal grants will be given the opportunity to join if the law so requires. Exhibit B outlines the duties and qualifications of these classifications.

Duties of the classifications listed above shall only be exclusive or limited to those positions when the work performed deals with maintenance, construction or repair of active/direct flowing waterworks facilities and when falling under AWWA standards for required water distribution certifications or electrical/SCADA licensing programs. Flowing of hydrants will not be considered exclusive work.

The Commission may develop new classifications and accompanying wage scales and will determine whether the new classification appropriately is part of the current bargaining unit. The Commission will notify the Union of any newly developed classifications and wage scales and its determination regarding bargaining unit status. If the Union notifies the Commission within 14 days of such notice that it desires to bargain over the proposed wage scale or the Commission's designation regarding inclusion in the bargaining unit, the parties will engage in such bargaining either as an interim bargaining process, or, if the parties agree, as part of the next full contract negotiation.

### **1.1 Dues Deduction**

- 1) The Union will provide to the Commission a list identifying the bargaining unit members who have provided authorization for the Commission to make deductions from the bargaining unit member's salary or wages to pay dues, fees and any other assessments or authorized deductions. The list will include the amount of the deductions to be made from each paycheck. Commission will make such deductions and remit payment to the Union.

- 2) Authorization for the Commission to make deductions will remain valid until written notice of cancellation is provided by the Union or until the employee is no longer a bargaining unit member, whichever occurs first. The Union will promptly forward to the Commission notices of cancellation of a deduction authorization. Cancellation notices given by the bargaining unit member directly to the Commission are invalid unless the member has ceased to be a bargaining unit member.
- 3) The Commission will be entitled to rely on the list provided by the Union to make the authorized deductions and to remit payment to the Union. The Union assumes responsibility and indemnifies the Commission for all claims against the Commission and its officers, officials, employees, or agents, arising out of or related to this section. The Union also will, at the option of the Commission, either assume the defense of any such claim or reimburse the Commission for its incurred defense costs at an hourly rate that is no more than the hourly rate charged by the attorneys representing the Union.

## **1.2 Release Time**

- 1) The Union may designate an authorized steward and will notify the Commission of the name of the steward. The Commission will allow the steward to engage in the following activities (after notification of the Supervisor/Manager) during the steward's regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits:
  - (a) Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
  - (b) Attend investigatory meetings and due process hearings involving represented employees;
  - (c) Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;
  - (d) Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
  - (e) Attend labor-management meetings held by a committee composed of employers, employees, and representatives of the labor organization to discuss employment relations matters;
  - (f) Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees; and
  - (g) Testify in a legal proceeding in which the public employee has been subpoenaed as a witness.
- 2) The Commission will not reduce the steward's work hours in order to comply with this section except to prevent the steward from working unauthorized overtime hours. Any authorized release time will be in addition to any vacation leave, sick leave, or any other form of paid or unpaid leave that is available to the steward under state law or this Agreement.
- 3) The Union will notify the Commission in advance of any scheduled release time. The notice will be provided as far in advance as possible to permit adequate coverage of assignments. The Union will schedule release to minimize the impact on work. The Union will reimburse the Commission for all release time at the rate of the steward's salary or wages plus other personnel expenses.
- 4) The Commission is not liable for an act or omission of, or an injury suffered by, an employee that occurs during the time an employee is acting as a steward for the Union during a period of release time. If the Commission is held liable, the Union will indemnify the Commission and hold the Commission harmless from all damages and liability arising from the act, omission, or injury, including attorneys' fees and costs.

## **1.3 Union Communication with Bargaining Unit Employees**

- 1) The Union may meet with new employees within 30 calendar days from the date of hire for a period of at least 30 minutes but not more than 120 minutes, during new employee orientation or, if no new employee orientation is held, at individual or group meetings. The new employees will be paid for the time spent in the meetings with the Union. The Union will schedule individual or group meeting with the Commission in advance. Any presentation at new employee orientation will be for the purpose of introducing attendees to the Union and its role in representing bargaining unit members and will not be used for discussion of labor/management issues or disputes.



- 2) The union may meet with bargaining unit employees who are not new employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods. The Union will notify the Commission in advance of any scheduled meeting with bargaining unit employees. The notice will be provided as far in advance as possible to permit adequate coverage of assignments. The Union will schedule employee meetings to minimize the impact on work.
- 3) Upon reasonable advance notice and subject to availability, the Commission will permit the Union to use the Commission's facilities or property to conduct meetings with bargaining unit employees. The Union may set the time and place for such meetings, but the meetings must comply with all Commission policies regarding the use of Commission facilities and must not interfere with the Commission's operations or the work duties of bargaining unit members. The Union will pay all customary fees and charges for its use of the facilities. The Commission will not unduly interfere in the Union's conduct of the meetings.
- 4) If the Commission has the information in its records, the Commission will provide to the Union the following information for each employee in the bargaining unit:
  - (a) The employee's name and date of hire;
  - (b) The following contact information:
  - (c) Cellular, home and work telephone numbers;
  - (d) Any means of electronic communication, including work and personal electronic mail addresses; and
  - (e) Home address or personal mailing address; and
  - (f) The employee's job title, salary, and work site location.
- 5) The Commission will provide this information within 10 calendar days from the date of hire for newly hired employees; and every 120 calendar days for employees in the bargaining unit who are not newly hired employees.
- 6) The Union will have the right to use the Commission's electronic mail system to communicate with bargaining unit employees regarding:
  - (a) Collective bargaining, including the administration of collective bargaining agreements;
  - (b) The investigation of grievances or other disputes relating to employment relations; and
  - (c) Matters involving the governance or business of the labor organization.
- 7) Any such communications will not unduly interfere with Commission operations or the work duties of bargaining unit members and must comply with applicable Commission policies. The Union may not send "blast" or group emails to non-bargaining unit employees of the Commission.

## **ARTICLE 2. MANAGEMENT RIGHTS**

The Commission retains all customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the Commission or any part of it. Management rights, except as expressly limited by this Agreement, include but are not limited to: Such areas of discretion or policy as the functions and programs of the Commission, standards of service, sub-contracting for old or new service, its overall budget, utilization of technology, the organizational structure, job classification specifications, elements of the personnel management system including recruitment, examinations, certification, appointments, policies concerning probationary periods, assignment of work, promotions and the job evaluation system entailing position classification, establishment of position qualification standards, establishment and abolition of classifications, allocation of positions to classifications, and the determination of an incumbent's status resulting from position relocations.

The rights of the employees are limited by the scope of this Agreement. Those items not expressly provided for remain as the prerogative of management. The parties acknowledge that during the negotiations, that

resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining. It is agreed that this document contains the full and complete Agreement on all bargainable issues between the parties and for all whose benefit this Agreement was made.

The Commission has the authority to make temporary (loss of pay and related items but not medical, visual, dental benefits for a designated period of time) layoffs and/or request furlough periods of work (less than forty (40) hours of paid work per week but with full benefits) from employees when conditions of economic distress, as determined by the Commission, cause a work drop off in billable hours and/or revenue. Although seniority is the standard determination of those affected, the Commission will acknowledge that use of accumulated vacation and compensation time off volunteered by other employees, in the union, may forestall any need to initiate layoffs.

### **ARTICLE 3. STRIKES AND LOCKOUTS**

#### **3.1 Strikes and Lockouts**

There shall be no lockouts on the part of the employer, or suspension of work on the part of the employees. This Agreement is a guarantee that for its duration there will be neither strikes nor lockouts and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance process.

#### **3.2 Picket Lines**

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the water system by the Union or any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the Commission against any employee or employees engaged in a violation of this article. Such disciplinary action may be undertaken at the option of the Commission and shall not preclude or restrict recourse to any other remedies, including action for damages, which may be available to the Commission. This action shall not preclude legal redress by the Union.

### **ARTICLE 4. HOLIDAYS**

#### **4.1 Holiday Days**

A holiday is defined as eight (8) paid hours. The following shall be paid Holidays for regular full-time employees under this Agreement:

##### **Standard**

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

##### **Personal**

- 3 Personal Holiday days anytime during the calendar year

Veterans Day ~~is and Juneteenth are~~ not designated holidays; however, the commission will provide time off for Veterans Day or Juneteenth if the employee ~~(1) meets the definition of "veteran" as defined by Oregon law and (2)~~ requests the day off with



at least two weeks' notice. The Commission will respond to the employee's request within 48 hours. If the Commission determines that providing time off on this date would cause significant economic or operational disruption or undue hardship, the Commission will discuss the issue with the employee and allow the employee another day ~~in honor of their military service.~~

If a qualified employee requests Veterans or Juneteenth Day off work, he/shethey may request to use one of his/hertheir Vacation or Personal days as compensation for this day.

#### 4.2 Standard Holidays

Whenever a standard holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday and the Commission offices will be closed. Whenever a standard holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday and the Commission offices will be closed.

#### 4.3 Personal Holidays

A regular full-time employee shall accrue three days personal holiday time each calendar year covered by this Agreement. The three days equating to twenty-four (24) hours of personal holiday time are entered for each regular full-time employee at the beginning of the calendar year or upon their start date for new employees. The personal holidays must be used by December 31<sup>st</sup> or will be lost and must be used in 8-hour increments. Probationary employees are eligible to use (1) personal holiday within probationary period, and the remaining two personal holidays are available after 12 months of employment has been completed.

#### 4.4 Holiday Work

If an employee is required to work on any of the standard holidays listed above (except personal holidays), he/she shall receive, compensation for all hours worked at a rate of pay twice the amount of his/her regular rate of pay.

If an employee is on authorized vacation or sick leave when a holiday occurs, such holiday shall not be charged against such leave.

### **ARTICLE 5. VACATIONS**

#### **5.1 Vacation Allowance (Effective January 1, 2021)**

Regular full-time employees shall be eligible for annual vacation time with pay, which shall accrue in accordance with this section. At the end of each pay period, the vacation earned for the pay period is credited to each employee's account, and the amount of vacation used is charged. Full-time employees earn vacation in accordance with years of continuous service as follows:

<u>Years of Service</u>	<u>Hours per Year</u>	<u>Days per Year</u>
Through first 3 years	96	12
4 through 9 years	112	14
9 through 14 years	136	17
14 through 19 years	152	19
19+ years	176	22

#### **5.2 Continuous Service for Vacation**

Continuous service for the purpose of accumulating vacation leave credit is broken or terminated if an employee: (a) quits; (b) is discharged for just cause; (c) is laid off and fails to report to work within one work week after being recalled; (d) is laid off from work for any reason for 24 months or for a period of time equal to his/her seniority, whichever is shorter; (e) while on leave of absence accepts other employment without Commission's written consent; (f) retires; or (g) is on unpaid leave exceeding 30 days unless the unpaid leave is available to the employee as a matter of law.

### 5.3 Maximum / Minimum Vacation Accumulation

The maximum accrual is as follows:

<u>Years of Service</u>	<u>Normal Max Hrs.</u>
Through first 3 years	288
4 through 9 years	320
9 through 14 years	368
14 through 19 years	400
19+ years	448

After accruing the maximum amount of vacation no further vacation will accrue until the employee has used some of his or her vacation and reduced the total to below the maximum allowable.

All new employees hired after January 1, 2020, credits may accumulate to a maximum of two (2) years credit.

The Commission shall establish a procedure to notify each employee at the semi-monthly salary payment date each month of the amount of vacation time accrued by said employee. No payment shall be made for vacation time lost by an employee because of accrual limitation, unless the failure to take vacation is caused by the Commission's insistence that the employee be at work during a vacation period already scheduled.

### 5.4 Utilization of Vacation

Employees may utilize vacation when unable to perform their work duties by reason of illness, injury or examination and treatment for medical or dental reasons, funeral leave, or family illness when such time off is not covered by sick leave. In such event, the employee shall notify the supervisor of the need for such non-scheduled vacation and expected length thereof, giving as much advance notice as possible and unless unable to do so because of the serious nature of the injury or illness, prior to the beginning of any regularly scheduled work shift.

### 5.5 Scheduling Vacation

Employees shall be permitted to request vacation on a split basis. Vacation times for the employees shall be scheduled by the Commission based on the Commission's judgment as to the needs of efficient operation, the availability of vacation relief, and the Commission's right to so arrange scheduling that each employee has an opportunity, if he/she chooses, to use at some time during the fiscal year, the full amount of vacation credit which he/she could accumulate in twelve (12) months of continuous service. Subject to the foregoing, the employee shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority. Conflicting requests for the same vacation time shall be resolved on the basis of seniority, but an employee shall be permitted to exercise his/her right of seniority only once annually. If an employee plans to use more than 20 hours vacation, 72 hours notification to management is required.

### 5.6 Payment of Vacation on Termination

In the event of death or termination of an employee during the initial six (6) months of his/her employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for six (6) consecutive months, and is otherwise entitled to vacation credits, the employee shall be entitled to payment for accrued vacation leave. In the event of death, earned by unused vacation shall be paid in the same manner as salary.

### 5.7 Payment In Lieu of Vacation

At the employee's option, pay at the employee's regular salary rate may be substituted for accumulated vacation to the maximum extent of six (6) days per year. Such option may be exercised by the employee during the first week of November of each year, based on the employee's accrued vacation on the 31st of October, and the pay in lieu of vacation shall be paid in November. Employees may not cash out vacation to less than 24 hours.

## **ARTICLE 6. HOURS OF WORK**

This Article is intended only as a basis for recognizing overtime and shall not be construed as a guarantee of hours of work per day or per week.

### **6.1 Workweek**

The workweek, to the extent consistent with the operating requirements of the Commission and recognizing the necessity for continuous service throughout the week, shall consist of seven consecutive days, from midnight Sunday until 11:59 am on Saturday, or as scheduled by the Commission.

### **6.2 Hours**

Regular hours of work each day shall be consecutive, except for interruptions for authorized rest and meals.

### **6.3 Work Schedules**

The Commission will establish work schedules based on operational needs and also recognizes its obligation to avoid, where practicable work schedule changes that result in an expressed undue hardship to affected employees. Work schedules may include shifts of eight (8) and/or ten (10) hours.

### **6.4 Standard Shifts**

The normal work schedule shall be either eight (8) hours or ten (10) hours of work per day and shall not exceed forty (40) hours in a work week, from Monday through Friday.

1) Regular 8-hour per day Shift:

Eight (8) consecutive hours shall constitute a regular shift. The hours of a regular shift shall begin between 0600 to 0900 and end by 1730.

2) Regular 10-hour per day Shift:

A standard workweek involving four (4) consecutive ten (10) hour days (conducted Monday through Friday). A 4-10 schedule will fall between 0600 to 0700 and end by 1730. If a standard holiday or personal holiday occurs while on 10-hour shift, vacation/Comp time can be used to make up the remaining two (2) hours of time.

### **6.5 Notice of Shift Change**

Employees will be given seventy-two (72) hours' notice prior to work schedule change or the first shift of the new work schedule will be paid at the overtime rate.

### **6.6 Other Shifts**

- 1) Other work shifts may be worked by mutual approval of the Commission and the Union.
- 2) An employee may be offered and can either accept or decline a non-standard shift as a result of medical restrictions which require a transitional light duty assignment or modified work schedule.

### **6.7 Rest Periods**

A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which periods shall be scheduled by the Commission in accordance with its determination as to the operating requirements and each employee's duties.

### **6.8 Meal Periods**

All employees shall be granted a meal period during each work shift. To the extent consistent with operating requirements of the respective departments, meal periods shall be scheduled in the middle of the work shift. Meal periods shall not be paid but shall be in addition to the eight (8) and/or ten (10) hours of service comprising the workday. A meal period shall consist of a minimum of one-half hour and may be taken at the location of the employee's choice providing that the total time away from the job does not exceed the time allowed.

A monetary payment of \$12 will be paid for every increment of four hours overtime worked (does not apply to call out unless the whole 4 hours is worked). If an employee worked 8 hours of overtime, the employee would receive two \$12 payments (for a total of \$24) and so on. Time taken for meals during overtime work periods shall not be paid.

## **6.9 Clean-up Time**

Employees are allowed ten (10) minutes of clean up time at the end of the work shift. This grant of a ten (10) minute period comes with a requirement that employees complete project paperwork on the worksite as much as possible, employees do not return to the service center early without continuing to accomplish shop repairs, cleanup, and/or projects, and employees do not leave the service center before the end of the work shifts.

## **ARTICLE 7. SICK LEAVE**

### **7.1 Accrual of Sick Leave**

Accrued sick leave shall be earned for the purposes stated herein by each employee at the rate of one day for each full calendar month (effective January 1, 2021) of service commencing with the date of employment, however, the employee must complete 90 days of employment before being able to use accrued sick leave. Note that an employee may be eligible for sick leave even if he or she is not yet eligible for OFLA leave, and/or has exhausted available OFLA leave. Employees may carry forward unused sick leave from one year to the following year.

### **7.2 Purposes of Sick Leave**

An employee may use earned sick leave:

- 1) For the employee's mental or physical illness, injury, or health condition, need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or need for preventive medical care.
- 2) For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care.
- 3) For absences authorized by the Oregon Family Leave Act, ORS 659A.159;
- 4) For a purpose specified in ORS 659A.272, related to domestic violence, harassment, sexual assault, or stalking; or
- 5) In the event of a public health emergency pursuant to ORS 659A.616(6).

For purposes of this Article, "family member" means the spouse of an employee; [domestic partner \(as defined by state law\)](#), the biological, adoptive or foster parent or child of the employee; the grandparent or grandchild of the employee; a parent-in-law of the employee; or a person with whom the employee was or is in a relationship of in loco parentis.

### **7.3 Procedure**

- 1) The Commission will allow an employee to use accrued sick time upon request. The employee will include the anticipated duration of the sick time in the request. Sick time must be taken in hourly increments.
- 2) Employees will provide at least 10 days' advance notice of the employee's intention to use sick leave. If 10 days' notice is not possible, employees will provide as much notice as is possible. Employees will schedule sick leave in a manner that does not unduly disrupt the operations of the Commission. Employees taking sick leave must comply with the Commission's requirements regarding notice of absences and for requesting and reporting sick leave.
- 3) If an employee takes more than three consecutive scheduled workdays of sick leave for a purpose described in section 7.1 (1) to (4), the Commission may require the employee to provide verification from a health care provider of the need for the sick time, or certification of the need for leave under the Oregon Family Leave Act (section 7.1(4) of this Agreement). If the need for sick leave is foreseeable and is projected to last more than three scheduled workdays, the Commission may require

that verification or certification be provided before the sick leave begins or as soon as otherwise practicable. If the Commission suspects that an employee is abusing sick time, including engaging in a pattern of abuse, the employer may require verification from a health care provider of the need of the employee to use sick time, regardless of whether the employee has used sick time for more than three consecutive days. As used in this paragraph, "pattern of abuse" includes repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days or paydays.

The Commission will pay any reasonable costs for providing medical verification or certification required under this section, including lost wages, that are not paid by the employee's insurance.

- 4) Where the Commission finds an employee's illness or injury renders the employee unable to perform his or her job with the regularity, efficiency or degree of safety to himself or others which the Commission finds necessary to the proper operation of the department and the safety of fellow employees, or where the Commission finds that the employee's illness is at a stage where it may present an unreasonable risk of infection to other employees, the Commission may require that the employee take sick leave, vacation leave, or other paid time off. If the employee's sick leave, vacation leave, or paid time off has been exhausted, the employee may be granted sick leave without pay according to the provisions of Section 7.5 below.

#### **7.4 Sick Leave Upon Rehire**

The Commission will restore previously accrued sick leave to an employee who is re-employed by the Commission with 180 days of separation from employment with the Commission.

#### **7.5 Sick Leave Without Pay**

When an employee has exhausted paid leave and unpaid leave under applicable law or is ineligible for unpaid leave under applicable law, the employee may apply for unpaid sick leave. Unpaid sick leave will not exceed a total 6 months over the employee's term of employment with the Commission.

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

#### **8.1 Criteria and Procedure**

Parties recognize that the Commission's inherent management rights include the granting of leaves of absence without pay, and the following expresses the Commission's present policy on that subject. The Commission will comply with all applicable statutory leave entitlements. The Commission will consider a written application for leave of absence without pay not to exceed 180 calendar days if the Commission finds there is reasonable justification to grant such leave and that the work of the water system will not be seriously handicapped by the temporary absence of the employee. The Commission may terminate or cancel such leave by thirty days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the Commission; and notice that the employee has accepted regular employment or entered into full-time business or occupation may be accepted by the Commission as a resignation.

#### **8.2 Jury Duty**

Employees shall be granted leave with pay for service upon a jury; provided, however, that the salary paid to an employee for the period of absence shall be reduced by the amount of money received by him/her for such jury duty, and upon being excused from jury service for any day an employee shall immediately contact his/her supervisor for assignment for the remainder of his/her regular workday.

#### **8.3 Appearances**

Leave without pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as witness in response to a subpoena or other order by proper authority compelling his/her attendance under penalty described by law.

#### **8.4 Required Court Appearances**

Leave of absence with pay shall be granted for attendance in court in connection with an employee's officially

assigned duties, including the time required for travel to the court and return to the employee's headquarters, provided, however, that the salary paid to such employee shall be reduced by an amount equal to any compensation he/she receives as witness fees.

### **8.5 Educational Programs**

Employees may be granted time off with pay for education purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when allowed by the Commission.

### **8.6 Personal Leave Without Pay**

An employee may be granted leave without pay for personal reasons to the extent of two weeks per year provided that the requesting employee has no accrued vacation time and with the advance approval of the employee's supervisor. Supervisor approval will be based on whether or not the proper functioning of the organization may be hindered by the employee's absence.

### **8.7 Return from Leave**

Any employee who is granted a leave of absence, and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the Commission, and his/her position shall be declared vacant; unless the employee, prior to expiration of his/her leave of absence or prior to the termination date, has furnished evidence that he/she is unable to work by reason of sickness, physical disability, or other legitimate reason beyond his/her control, and seeks an extension of leave for such reason. Such a request for extension shall be made in writing. An extension shall be granted only for a specified period of time, and only if the Commission determines that the request is reasonable and justified and that the extension may be granted without unduly handicapping the operation of the water system.

## **ARTICLE 9. COMPENSATION**

### **9.1 Salary Schedule**

Employees shall be compensated in accordance with the salary schedule attached to this Agreement and marked "Exhibit A," which is hereby incorporated into and made a part of this Agreement. If any position not listed in the salary schedule is hereafter established by the Commission, the Commission shall designate a job classification and pay rate for the position. The Commission shall notify the Union of the position and pay rate established by the Commission.

The Commission will compensate, on an hourly basis as a Utility Person IV, any employee who acts as a lead-person on a service crew of 3 or more people. The employee that will be the lead-person in these circumstances will be the senior employee of the crew (in certification first, in seniority second) and must have a minimum certification of Water Distribution 2.

The Commission will compensate, on an hourly basis at the rate of the existing Meter Coordinator grade and step A salary (but in no case less than 2 ½% more than the existing hourly rate the union employee is currently receiving), any union employee who is requested to act as the Meter Coordinator when the Meter Coordinator is absent. The employee who acts as the Meter Coordinator in these circumstances will be the senior employee of the crew (in certification first, in seniority second) and must have a minimum certification of Water Distribution 2.

The Commission will compensate, on an hourly basis at the rate of the existing Supervisor's grade and step A salary (but in no case less than 2 ½% more than the existing hourly rate the union employee is currently receiving), any union employee who is requested to act in a lead role when the Supervisor is absent.

### **9.2 Pay Periods**

Employees shall be paid on a semi-monthly basis. In the event a regularly scheduled pay date falls on a Saturday, Sunday or holiday, the last preceding workday shall be the regular pay date in lieu thereof.



### 9.3 Callback Time

Employees, not on standby or response time, called back to work shall receive overtime pay for the work for which they are called back, and if called back, shall be credited with not less than four (4) hours minimum. Employees, on response time, called back to work shall receive overtime pay for the work for which they are called back, and if called back, shall be credited with not less than two (2) hours minimum. This section applies only when callback results in hours worked which are not annexed consecutively to one end or the other of the working day or working shifts. This section does not apply to scheduled overtime, call-back time annexed to the beginning of the work shift, hold-over times annexed to the end of the work shift or workday, or the call out of an employee assigned to standby duty as covered in Section 9.7. If, at the end of his/her shift, the employee has departed the Commission's premises before being called back, the same shall not be considered a holdover time, but shall be compensated as callback under this section.

Return to normal workday periods after overtime work periods is at the discretion of the employee but any time off will be charged to the employee's accumulated vacation, compensatory, or personal holiday time. The Commission has the right to send the employee home (requiring them to use accumulated vacation, compensatory, or personal holiday time) if work cannot be accomplished in a safe and efficient manner. Special light duty work will not be substituted for normal work periods after overtime has been worked in the previous work period.

### 9.4 Rest Time

#### 1) Eligibility

An employee is eligible for rest time only when working four (4) or more hours between consecutive regularly scheduled work shifts. On the day before the employee's regular shift, the eligibility window begins at the employee's regular shift ending time. The person in a Standby role will designate a back-up standby person if they work more than 16 hours in a twenty-four-hour period for safety purposes. Alternative approaches will be approved by the Supervisor.

#### 2) Definition

Rest time is defined as hours earned during the eight (8) hours immediately preceding the beginning of the regularly scheduled shift and taken during the employees regularly scheduled shift that day at the straight time rate. Rest time is earned at the rate of one (1) hour for every hour worked in the eight (8) hour period immediately preceding the beginning of the employees regularly scheduled shift.

All paid time in the eight (8) hour period immediately preceding the beginning of the employee's regular shift will be used to calculate rest time.

#### 3) Utilization

If an employee earns 2 hours or less rest time, and elects to take the rest time at the beginning of the shift, the rest time hours will start at the beginning of the shift and will run consecutively until exhausted at which time the employee will report to work and work at the straight time rate for the remainder of the shift.

If the employee has earned more than 2 hours of rest time and elects to take rest time at the beginning of the shift, the rest time hours will start at the beginning of the shift and will run consecutively until exhausted. If any hours remain in the scheduled shift, the employee can elect to work at the straight time rate, leave the hours in unpaid status, or use vacation or comp time to complete the shift.

If the employee elects to take rest time at the end of the shift (and the Supervisor approves), their work shift will start at the regular time and the employee will work at the straight time rate until rest time is due.

Any hours worked when rest time is due (at the beginning or end of the next consecutive regular scheduled shift), the employee shall receive straight time for the hours worked in addition to the rest time at the straight time rate.

#### 4) Last Day of Scheduled Work Week

Should the work period end on the last day of the scheduled work week, any hours worked after sixteen (16) hours in a twenty-four (24) hour period will be paid at the rate of double the regular pay rate, but with no rest time eligibility.

### 9.5 Overtime

It is recognized that a part of the Commission's inherent management rights is the right to assign overtime work as required in the manner, which it deems to be most advantageous to the Commission and consistent with the requirements of municipal service and of public interest. Employees shall be compensated at the rate of one and one-half times the regular rate for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- 1) All assigned work in excess of eight (8) hours on any normally scheduled workday (authorized mealtime shall not be counted);
- 2) All assigned work in excess of ten (10) hours when employees are required to work a special four 10-hour workweek schedule. Adequate notice must be given employees of this schedule change.
- 3) All assigned work in excess of forty (40) hours in any workweek;
- 4) All assigned work outside employee's scheduled workweek.

### 9.6 Form of Compensation

Compensation for authorized overtime, call-in, and holiday work shall be paid or applied to compensatory time totals for each employee. All overtime shall be recorded by the employee and must be approved by the designated supervisor.

### 9.7 Mileage

An employee required to report for special duty at any location other than his/her regular reporting location and is required to use his personal automobile for transportation to such location shall be compensated at the rate of the IRS Federal Standard mileage allowance per mile for the use of such automobile directly in the line of duty.

### 9.8 Standby

It is recognized that water service must be provided on a continuous basis and that all emergency conditions must be promptly and safely tended to at any and all times and that Commission employees must make themselves available for assignment to standby duty and to respond to emergency call back at all times. ~~In the spirit of cooperation, the Commission agrees to phase in requirements for higher level certification for resources that are assigned to the standby role.~~ All employees with Oregon State Certification level WD3 or higher, ~~employed as of the date this agreement is certified,~~ are eligible to assume standby duty. All employees with an Oregon State Certification level WD2, ~~and at least eight years water utility field experience or~~ who pass the Commission's relevant test, ~~and who are employed as of the date this Agreement is certified,~~ will be eligible for standby duty. ~~A Supervisor has the ability to approve standby responsibilities for a WD1 if they demonstrate proficiency. All regular full-time employees hired after the date this Agreement is certified will be eligible for standby duty only with Oregon State Certification level WD3 or higher.~~ An employee may, upon approval of his/her superior, have another qualified employee perform his/her standby duties. Employee may trade standby duties freely, but trades shall be limited to two (2) times per fiscal year per employee.

### 9.9 Response time for Field Technicians

Field Technicians (all classifications) shall have a 24/7 availability for 90% of the time but are not required to always be available locally after-hours. For the benefit of performing under response conditions, Field Technicians will be granted five (5) extra days of vacation per year plus receive overtime pay (a 2 hour minimum when responding in a vehicle and a ½-hour minimum when responding from a telephone or computer) for any after-hours time due to responding to emergencies.

### 9.10 Response/Standby Availability

To assure timely response to emergencies, it shall be a condition of employment that all employees shall  
COLLECTIVE BARGAINING AGREEMENT – 202219 PAGE 13 OF 22



reside at a location, which will permit a reasonable response time from the employee's residence to the Commission's service area. In order to avoid confusion, all employees shall reside within a 22-mile radius of the Commission designated Service Center, measured by the driving distance from the residence house to the Service Center. It is agreed that all employees shall provide an active personal cellular telephone or a 2-party telephone service at the residence that each normally occupies. It is further recognized that it is a management right to assign standby duty and to call back employees as required and that the assignment of the Commission's vehicles to be driven by employees to and from their residences to assure timely response to emergencies shall be solely at the discretion of the Commission. Employees shall be assigned to standby duty for a seven (7) consecutive day period to handle all emergencies and calls, outside of regular working hours during his/her off-duty hours and shall be paid in accordance to Exhibit A for such one-week duty. Management has the right to assign duties to other utility persons that are pre-planned, non-emergency, overtime work. Additional standby compensation in accordance to Exhibit A shall be paid for each standard holiday.

### **9.11 Standby Pay**

If the employee assigned to standby is called out, compensation shall be at overtime rates for actual time worked to the nearest half hour (i.e. 15 minutes or more gets ½ hour, 45 minutes or more a full hour is counted).

The employee assigned to standby is required to answer telephone calls at home and may be required to visit and check the Service Center control room one time on Saturday and Sunday, and on standard holidays. The employee will be compensated one and a half hours overtime each one of these days for these services.

### **9.12 Payment of Employees' PERS Contributions**

Employees shall pay the full amount of the employees' contributions to the Oregon State Public Employees Retirement System as required by Oregon Law.

### **9.13 Education and Certification Merit Pay Program**

The goal of this program is to encourage employees to obtain advanced education, certification, and skills above that which is required in their basic job description and reward them for their efforts. Documentation of certification or degree must be submitted to the Commission prior to the first of the month in order to be considered for the merit pay program the following month.

- 1) A 2 ½% merit pay increase above the employee's base pay shall be awarded to all employees who obtain one certification level above that which is required in their job description. As an example, an employee who is required to hold and maintain a WD 2 certificate shall receive this merit pay if he/she obtains a WD 3. Since certification requirements differ according to grade level, employees must maintain a certification higher than is required by his/her grade in order to retain merit pay. The merit pay will be adding to the employee's paycheck within 30 days of providing proof to the Commission of a passing exam.
- 2) A 2 ½% merit increase above the employee's base pay shall be awarded to all employees who obtain two certification levels in above that which is required in their job description.  
As an example, an employee who is required to hold and maintain a WD 2 certificate shall receive this merit pay when he/she obtains a WD 4. If this merit increase is elected, then the merit increase for an Associate Degree as outlined in item 3 below will not be allowed.
- 3) A 2 ½% merit pay increase above the employee's base pay shall be awarded to all employees who obtain an Associate Degree in Water Technology or BS degree in Environmental Science or other directly related field. If this merit increase is elected, then the merit increase for two certification levels in excess of that which is required in their job description as outlined in item 2 above will not be allowed.
- 4) Other Language(s): After completing six (6) full months of employment, employees able to demonstrate fluency in languages of value to Medford Water Commission, will receive a 2.5% increase based on positions where other languages are valuable for MWC. Testing and/or certification may be required. See HR for details.
- 5) Merit pay shall be awarded in 2.5 % increments (maximum 5%) above the employee's base pay and will be based upon the degree of advanced skills, training or education obtained.

Employee must have and maintain an annual skilled performance evaluation and demonstrate that he/she can utilize the advanced skills to qualify for and maintain this merit pay. If this rating is not maintained the pay of the employees will change on the date the performance evaluation was given.

#### **9.14 Compensatory Time**

As an option, if desired by both the employee and the supervisor, the employee may be allowed compensatory time off in lieu of overtime at a one and one-half (1½) ratio subject to approval of the direct Supervisor/Manager.

Earned "Compensatory time Off" may not accumulate to more than 240 hours and shall be used by employee prior to the end of the Commission's fiscal year, which is June 30<sup>th</sup>. Unused "Compensatory time Off" upon this date will be paid to employee. An employee will be allowed to carry over 24 hours of compensatory time into the new fiscal year.

At the employee's option, pay at the employee's regular salary rate may be substituted for accumulated "compensatory time off" at any time during the year.

### **ARTICLE 10. DISCIPLINE AND DISCHARGE**

#### **10.1 Discipline**

Disciplinary action shall include the following:

- 1) Oral reprimands,
- 2) Written reprimand,
- 3) Demotion or suspension, or
- 4) Discharge

If a supervisor has reason to reprimand an employee, it should be done in a manner that will not embarrass the employee in front of other employees or the public. After eighteen months (18) without additional discipline, a discipline becomes stale and will not be the basis for future employee discipline (Records will be kept per the requirements of OAR 166-150-0161 (6) and (10)).

#### **10.2 Rights of Commission**

The right of the Commission to discipline or discharge employees shall be limited only to the extent provided in this Article. No regular status (an employee who has completed their required probationary period) employee shall be suspended, demoted, or discharged except for just cause, nor shall any such employee be suspended, demoted, or discharge without just cause. Any disciplinary action imposed on an employee shall be protested only as a grievance through the grievance procedure set forth in this Agreement.

#### **10.3 Discharge**

If a supervisor determines there is cause for discharge, he/she shall suspend the employee without pay for at least five (5) workdays and shall deliver to the employee and the Union a written notice of such suspension and pending dismissal. Such notice shall specify the principal grounds for such action. There will be an opportunity for the employee to meet with the decision maker to respond before a final decision on discharge is made. Unless withdrawn or otherwise resolved, the dismissal shall become effective at the end of five (5) days. Protests of the discharge of any employee shall be made only through the grievance procedure set forth in this Agreement.

#### **10.4 Employee on Probation**

This Article shall not apply to any employee on probation as defined in this Agreement.

#### **10.5 Oral Reprimand**

Oral reprimand(s) when given will include a written note placed in employee's personnel file and cannot be

protested by the union through the grievance procedure.

### **10.6 Written Reprimand**

A Supervisor or Manager who issues a written reprimand will develop a performance improvement plan that requires the employer to document the outcome of the disciplinary actions over a thirty (30) to ninety (90) day period. The employee will sign the plan at the beginning of the plan period and upon completion.

## **ARTICLE 11. SETTLEMENT OF DISPUTES**

### **11.1 Grievance Procedures**

A grievance is a dispute, which arises between the parties concerning the application, meaning or interpretation of this Agreement. A grievance shall be settled in the following manner. For the purposes of this section, the word "supervisor" shall mean an employee not a member of the bargaining unit and in the position of a "supervisory employee" as that term is defined by law. "Days" means, "workdays" unless otherwise indicated.

- STEP 1. Affected employees and Union steward shall take up the grievance with the employee's immediate supervisor in person and in writing and signed by the shop steward within five (5) working days of its occurrence. The supervisor shall then undertake to adjust the matter in writing within five (5) working days thereafter.
- STEP 2. If the grievance is still unsettled, the employee and the Union Business Representative, within ten (10) days after the due date of the response in Step 1, present the grievance to the General Manager of the Commission, or his/her designate who shall adjust the grievance or otherwise respond in writing within ten (10) days thereafter.
- STEP 3. If the grievance is yet unsettled, the employee or the Union shall, within twenty (20) days of the decision of the General Manager of the Commission, or his/her designate, have the right to have the matter arbitrated by a third party jointly agreed upon by the Commission and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of five (5) names. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. The Commission and the Union shall meet in a pre-hearing conference and shall prepare a submission Agreement regarding the specific issues in dispute. The designated arbitrator shall hear both parties within thirty (30) days to 60 days, which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to the Agreement which will be noted to the consideration of the particular issues presented to him. His/her decision shall be based solely upon his/her interpretation of the meaning of the application of the express language of the Agreement. Any expenses for the arbitrator shall be borne equally by the Commission and the Union; however, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim recording of the proceedings, it may cause a record to be made provided that it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

Either party may request an extension of the time limit specified above, or advancement to the next step. If no such request is made by the aggrieved, the grievance is dropped. If no such request is made by the Commission, the grievance shall be deemed granted.

## **ARTICLE 12. PROBATIONARY PERIOD**

### **12.1 Purpose**

The probationary period is an integral part of the employee's selection process and provides the Commission with the opportunity to upgrade and improve the department by observing a new employee's work and training, by aiding new employees in adjustment to their positions. and by providing an opportunity to review the performance of the employee. Every new employee hired into the bargaining unit shall serve a probationary

period of twelve (12) full months, after which he/she shall be considered a regular status employee and granted seniority from the date of hire. The Union recognizes the right of the Commission to terminate probationary employees without notice and for any reason. Termination of a probationary employee shall not be subject to the grievance procedure under Article 11.

### **12.2 Promotional Probationary Period**

Regular status employees promoted into a higher classification shall serve a promotional probationary period of twelve (12) months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to his/her previous position without notice and for any reason. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under Article 11.

## **ARTICLE 13. GENERAL PROVISIONS**

### **13.1 Bulletin Boards**

The Commission agrees to furnish and maintain a suitable bulletin board in a convenient place in the work or assembly area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

### **13.2 Visits by Union Representatives**

The Commission agrees that the accredited representatives of the Union, upon reasonable and proper introduction, may have reasonable access to the premises of the Commission at any time during working hours for the purpose of observing working conditions, if they are first recognized to do so from the General Manager of the Commission or his/her designated representative.

### **13.3 Seniority**

Seniority shall be the employee's length of continuous service with the bargaining unit, dating from his/her last date of hire, and shall apply by classification in matters of layoff, recall, vacation, and promotion as prescribed in Section 13.5. Seniority shall be broken or terminated if an employee: 1) quits, 2) is discharged for just cause, 3) is laid off and fails to report to work within three days after being recalled, 4) is laid off from work for any reason for 24 months or for a period of time equal to his/her seniority, whichever is shorter, 5) while on leave of absence accepts another employment without permission, or 6) is retired. For the purpose of this section only, recall from layoff exceeding five (5) days shall be by certified mail sent to the employee at his/her last known address furnished the Commission by the employee.

### **13.4 Other Employment**

Outside employment shall be permitted only with the express prior approval of the Commission. Any employee with existing outside employment on the effective date of this Agreement shall notify the Commission thereof within sixty (60) days after the effective date of this Agreement.

### **13.5 Promotional Opportunities**

It is the intent of this Agreement that promotion opportunities in the bargaining unit shall first be extended to employees in the bargaining unit, provided such employees are qualified to perform the work in question.

### **13.6 Safety**

The Commission shall obey all safety standards imposed by state or federal law. Members of the bargaining unit shall, in the scope of their employment with the Commission, comply with all such safety regulations applicable to such employee. The Commission will provide the necessary training for maintaining current certifications of the following (but not limited to) safety/equipment endorsements: forklift, traffic control supervisor and/or technician, flagger, mobile crane, and mobile crane rigging/signaling. Management shall decide which employees are provided which training. Employees that are not current on these endorsements will not be allowed or required to perform those duties.

### **13.7 Protective Clothing**

Any protective clothing or safety wear specifically required by law for an employee in the work required of him by the Commission shall be provided by the Commission, except that each employee shall furnish his/her own safety-toed shoes.

Commission will make a monetary payment of \$200 per year after employment probation is completed and upon the hiring anniversary date of each employee for providing their own safety- toed shoes. Safety-toed shoes shall be worn at all times during the work periods (with the exception of meter readers during normal reading routes), safety-toed shoes shall be actual boots and not covers or slip-on type protection, and safety-toed boots shall be OSHA and/or ANSI approved. "Muck" (or similar type) knee high rain boots will be transitioned in over time, after using on-hand supplies, when rain boots are supplied by the Commission. As to any and all such protective clothing and safety wear provided by the Commission, the employees thus provided, in this unit, shall wear such clothing and safety wear at the time and in the manner required by law. No employee shall wear or use any such protective clothing or safety-wear provided by the Commission anywhere save and except on the job.

### **13.8 Authorized Travel, Training and Conference Attendance**

Food, lodging and travel expenses, or any of them, shall be paid by employer according to an approved per diem schedule to any employee required to attend a conference or business meeting, when said conference or business meeting is held at a location other than the employee's regular home and job location. Employer shall pay tuition and instructional material costs to any employee required by employer to attend a regular course of instruction. An employee who voluntarily attends a course of instruction which is directly related to the business of employer may receive tuition from employer, if he/she has successfully completed the course of instruction, and, prior to employee attending said course of instruction, employer agreed, in writing, to pay tuition costs.

### **13.9 Clothing**

At its discretion, the Commission will provide clothing and cleaning and laundry of such clothing for employees at no cost to the employees. When such clothing is provided by the Commission, employees agree to wear it while on the job and to use reasonable care in maintaining the integrity and appearance of the clothing and further agree to wear the clothing only while on the job or traveling to and from the job from their place of residence. The Commission reserves the right to modify and change the quantity and types of clothing provided.

### **13.10 Promotion**

After the employee has met the minimum experience and certification requirements and has demonstrated he/she has met the other qualifications identified on the job description, he/she will be eligible if there is a position available to be promoted to the higher classification. Management retains the right to determine promotions to all classifications.

### **13.11 Oregon Driver's License**

All employees must have and maintain a valid Commercial Driver's License (CDL) Oregon Driver's License or have ability to obtain within six (6) months after starting date of their employment. The Commission shall pay all costs to obtain and maintain the basic CDL. All other endorsements required for the job above the basic endorsement, and the cost associated with the random drug testing shall be paid by the employer. Commission will pay to the employee the cost for each renewal CDL physical when required by the State and upon receipt of payment made by employee. Employee must maintain an acceptable driving record that meets the Commission's and insurance carrier's insurability requirements. For definitions purposes, driving records are "unacceptable" and will result in termination if they fall into any of the following categories:

- 1) Any one major violation (as defined by ORS and OMV regulations) within the last three years. (DWI, diversion, endangering a life, reckless driving, leaving a scene, etc.)
- 2) Two moving violations (as defined by ORS and OMV regulations) and one at-fault accident (as defined

by being issued an accident citation or monetary damages in excess of \$1500 on private or public property) in the last three years

- 3) Three moving violations (as defined by ORS and OMV regulations) in the last three years
- 4) Two at-fault accidents (as defined by being issued an accident citation or monetary damages in excess of \$1500 on private or public property) in the last three years

“At risk” status occurs when an additional incident would place an employee in an “unacceptable” classification.

### **13.12 Waterworks Certification**

State of Oregon waterworks certification is required for most positions within the bargaining unit (see Exhibit B). The Commission will pay the annual renewal and the first and last (passing) testing fees for each level. The Commission hires employees with a responsibility to have or obtain on their own the certified skills of their positions. The Commission will assist and provide opportunity for the employee in meeting the continuing education requirements (CEUs) by providing training opportunities both on and off the job. However, the responsibility of maintaining the necessary CEUs to meet the certification requirements and associated deadlines is that of the employee. Failure to meet the certification requirements shall cause the employee to be demoted to the appropriate classification.

### **13.13 Seasonal Employees**

Seasonal employees hired by the Commission will not be assigned duties that conflict with filled bargaining unit positions and will not be allowed to perform duties at certification levels unless covered by the proper Water Distribution certification.

To better manage and accomplish one-time or non-routine tasks or projects, temporary Utility Person I employees (with no benefits) may be hired through contract-hiring agencies to do stated Utility Person I work (as per Exhibit B job description) for a period of up to one year. If the temporary employee is retained beyond a year, he/she shall be subject to the rights and obligations as outlined in this Agreement. Seasonal employment period will count toward the probationary period required for employees under this agreement.

### **13.14 Donated Vacation**

Commission will maintain a program that allows employees to donate accumulated vacation hours to other employees in medical need for time off.

## **ARTICLE 14. HEALTH AND WELFARE**

The Commission will provide access to the following benefits within specified limits for all members of the bargaining unit subject to waiting periods required by the insurance carriers for new employees (unless the Union elects to obtain insurance through another means):

- 1) Major medical plan
- 2) Dental plan
- 3) Vision care plan
- 4) Commission shall pay \$150 per month into the employee’s VEBA account
- 5) Commission paid \$50,000 life insurance policy for the employee
- 6) Commission paid industrial accident insurance ([workers compensation](#))
- 7) Commission paid long term disability insurance plan
- 8) Commission contributes employer’s share for Social Security or its successor

### **14.1 Medical, Dental, and Vision**

~~The Commission shall pay for 100% of the employee’s premiums for Medical, Dental and Vision plans for plan year starting January 2020 and continuing through December 2020.~~



Effective January 2021 and continuing through December 2024 the monthly employee coverage costs (for ~~Medical, Dental, and Vision and RX~~) are as follows:

Employee Only:	\$39.60
Employee + Child:	\$72.58
Employee + Children:	\$99.17
Employee + Spouse:	\$82.97
Employee + Family:	\$114.38

The Union can request to be removed from ~~CIS Medford Water~~ insurance at any point during the duration of the contract, but must provide adequate notice to ~~CIS the insurance carrier~~ in writing of this request (a minimum of 60 days).

Effective January 1, 2023, Union monthly employee coverage cost may increase if the total premium cost (Medical, Dental, Vision, and RX) exceeds the current amount. Any future increase would be split with employer 50/50 up to a maximum of 10% of total premium for the duration of this contract. and RX

~~For plan year starting January 2022 through December 2022, the union may request to open up Article 14 for negotiation if employee costs per month exceed the rates above (from plan year 2021) plus the cost of living increase under Article 17.4.~~

A workgroup comprised of at least two (2) representatives from the union, at least two (2) representatives from non-union employees and at least one (1) representative from management may meet each year to review and make recommendations to the Commission regarding health insurance coverage. The goal of this group is to review health insurance options and to develop a health insurance plan that provides reasonable insurance coverage for all employees while containing insurance costs as low as reasonable. If the group finds ways to reduce the burden of health care costs on the organization and the employee, management will consider a portion of these savings going toward VEBA accounts of the employees.

#### **14.2 Flexible Spending Program**

Employees may contribute through payroll deduction to a pre-tax Medical Reimbursement Account and/or Dependent Care Reimbursement Account. ~~Flexible Spending program is administered by AFLAC Insurance Company.~~ The plan year runs January 1<sup>st</sup> through December 31<sup>st</sup>. Open enrollment for the new plan year is the month of November, ~~in conjunction with the City of Medford enrollment~~, with changes becoming effective January 1<sup>st</sup>. New employees may sign up for the flexible spending program during the first thirty (30) days of employment.

#### **14.3 Health Reimbursement Arrangement (HRA) Voluntary Employee Beneficiary Association (VEBA)**

The Commission passed Resolution No. 1068 on June 5, 2002 authorizing the establishment of a Health Reimbursement Arrangement Voluntary Employee Beneficiary Association (HRA VEBA) Plan, effective July 1, 2002, said trust conforming to the requirements of Internal Revenue code Section 501 (C)(9), and implementing regulations adopted by the Internal Revenue Service. As part of the health insurance benefit for full-time (forty hours per week) staff, the Commission shall contribute, each month, \$150 to each employee's account in the HRA VEBA Trust. Funds contributed by the Commission on an employee's behalf are considered vested in the employee's name upon deposit by the trust administrator and are available to each such employee pursuant to the provisions of the VEBA Trust agreement.

In addition, the Commission has established a provision to allow unused vacation leave cash-out at retirement to be contributed to the employee's VEBA Trust account. All VEBA eligible full-time staff who could be eligible for retirement (55 years of age or older) shall vote annually to determine if unused vacation leave cash-out at retirement shall be contributed to their VEBA Trust account. (Staff must be eligible for retirement during the effective year to be eligible to vote.) This provision shall be adopted annually by a simple majority vote (50% plus one) of the voting group. Only returned ballots shall be counted. The vote shall take place in June and shall become effective the first day of July and shall remain in effect for a one-year period.

#### **14.4 Cash Out of Sick Leave to HRA VEBA**

Medford Water Commission shall establish a provision to allow OPSRP employees 24 hours of unused sick leave cash-out per year, to be contributed to the employee's HRA VEBA Trust account. Employees must have at least 80 hours of sick leave available to be eligible to participate in the cash-out and vote. All HRA VEBA eligible OPSRP staff shall vote annually to determine if the cash-out shall be contributed to their HRA VEBA Trust accounts. This provision shall be adopted annually by a simple majority vote (50% plus one) of the voting group. Only returned ballots shall be counted. The vote shall take place the first week in November and shall become effective to HRA VEBA by December 31<sup>st</sup> of each year.

#### **ARTICLE 15. DRUG AND ALCOHOL-FREE WORKPLACE**

The Commission has adopted a drug and alcohol-free workplace policy and may revise the policy whenever it deems appropriate. Employees must comply with the policy, as revised, during the term of this Agreement and all applicable state and federal requirements regarding drugs and alcohol use. The Commission's efforts to maintain a drug and alcohol-free workplace are not limited exclusively to its policy, and the Commission may take other steps it considers appropriate to detect and eliminate drug or alcohol use in its workforce. The Commission will provide notice to the Union of proposed changes in the drug and alcohol-free workplace policy. In the case of a non-mandatory subject of bargaining, the Commission will meet and discuss the subject with the Union. In the case of a mandatory subject of bargaining, the Union and the Commission will meet and bargain in good faith.

#### **ARTICLE 16. LIABILITY INSURANCE**

The Commission shall maintain liability insurance coverage at the level in existence at the time of this Agreement for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premiums for such insurance shall be paid by the Commission.

#### **ARTICLE 17. SAVINGS CLAUSE AND FUNDING**

##### **17.1 Savings Clause**

Should any provision of this Agreement be declared invalid under law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such provision, declared invalid under law, will be renegotiated if possible.

##### **17.2 Oregon Wage and Hour Laws**

The parties agree that the terms of this Agreement have been bargained in good faith and that in the event of any conflict with Oregon Wage and Hour Laws or Regulations, the terms of this Agreement shall prevail.

##### **17.3 Funding**

The parties recognize that revenue needed to fund wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue. The Commission has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

##### **17.4 Cost-of-Living Adjustments**

On July 1<sup>st</sup> of each new year of this agreement all members of the Bargaining Unit shall receive a cost-of-living adjustment. This adjustment shall be determined from the "Consumer Price Indexes, Pacific Cities and U.S. City Averages", for Urban Wage Earners and Clerical Workers. It shall be the preceding year's 12-month average (January through December) of West Cities (Series ID: CWUR0400SA0). The annual cost of living increase will be a minimum of 1.5% and a maximum of 3.55.0% based on the CPI.



**ARTICLE 18. APPLICATION OF PERSONNEL POLICIES**

Employees will comply with all provisions of the Commission’s personnel policies, except to the extent that a provision in the manual expressly conflicts with a provision of this Agreement, in which case the provision in the Agreement will apply. The Commission will provide notice to the Union of proposed changes in its personnel policies. In the case of a mandatory subject of bargaining, the Union and the Commission will meet and bargain in good faith.

**ARTICLE 19. TERMINATION AND REOPENING**

This Agreement shall be effective upon ratification by both parties and shall remain in full force and effect until the 30<sup>th</sup> day of June 2025. This Agreement shall supersede all prior Agreements and practices and includes all matters subject to collective bargaining for the term of the Agreement. ~~The terms of this agreement shall be retroactive to July 1<sup>st</sup>, 2019.~~

OREGON AND SOUTHERN IDAHO DISTRICT  
COUNCIL OF LABORERS  
AND LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA LOCAL #737

THE BOARD OF WATER COMMISSIONERS OF  
THE CITY OF MEDFORD, OREGON  
- MEDFORD WATER COMMISSION,  
AUTHORIZED BY RESOLUTION NO. 1758

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed name and title:

Printed name and title:

\_\_\_\_\_

Brad Taylor, General Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed name and title:

~~Printed name and title:~~

\_\_\_\_\_

\_\_\_\_\_

# COLLECTIVE BARGAINING AGREEMENT

Between  
THE BOARD OF WATER  
COMMISSIONERS OF THE CITY OF  
MEDFORD, OREGON  
and  
OREGON AND SOUTHERN IDAHO DISTRICT COUNCIL OF LABORERS  
and  
LABORERS' INTERNATIONAL UNION OF NORTH  
AMERICA LOCAL #737

## TABLE OF CONTENTS

Preamble .....	2
Article 1. Recognition .....	2
Article 2. Management Rights .....	4
Article 3. Strikes and Lockouts .....	5
Article 4. Holidays.....	5
Article 5. Vacations.....	6
Article 6. Hours of Work .....	8
Article 7. Sick Leave.....	9
Article 8. Other Leaves of Absence.....	10
Article 9. Compensation .....	11
Article 10. Discipline and Discharge.....	15
Article 11. Settlement of Disputes .....	16
Article 12. Probationary Period .....	16
Article 13. General Provisions.....	17
Article 14. Health and Welfare .....	19
Article 15. Drug and Alcohol-Free Workplace.....	21
Article 16. Liability Insurance .....	21
Article 17. Savings Clause and Funding .....	21
Article 18. Application of Personnel Policies.....	21
Article 19. Termination and Reopening.....	22
Exhibit A – Salary Schedule	
Exhibit B – Position Descriptions	

## **PREAMBLE**

This Collective Bargaining Agreement (Agreement), signed in counterparts, is entered into by the Board of Water Commissioners of the City of Medford, Oregon, hereinafter referred to as "Commission", and the Oregon and Southern Idaho District Council of Laborers, Laborers' International Union of North America, Local#737, hereinafter collectively referred to as "Union."

It is understood that by its charter, the City of Medford acts through its Commission with reference to the municipal functions, which it performs in part through employment of members of the bargaining unit represented by the Union. Where reference is made to some duty to be performed by the "Commission" in a contract, or some notice to or filing to be made with the "Commission" the Commission will act through its General Manager, or such other supervisory officers or employees as may be designated by its General Manager.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other working conditions.

## **ARTICLE 1. RECOGNITION**

The Commission recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for the following classifications:

- 1) Utility Person 1
- 2) Utility Person 2
- 3) Utility Person 3
- 4) Utility Person 4
- 5) Senior Lead Utility Person
- 6) Field Technician 2
- 7) Field Technician 3
- 8) Lead Field Technician
- 9) Metering Specialist

Employees hired for a limited term under specific state or federal grants will be given the opportunity to join if the law so requires. Exhibit B outlines the duties and qualifications of these classifications.

Duties of the classifications listed above shall only be exclusive or limited to those positions when the work performed deals with maintenance, construction or repair of active/direct flowing waterworks facilities and when falling under AWWA standards for required water distribution certifications or electrical/SCADA licensing programs. Flowing of hydrants will not be considered exclusive work.

The Commission may develop new classifications and accompanying wage scales and will determine whether the new classification appropriately is part of the current bargaining unit. The Commission will notify the Union of any newly developed classifications and wage scales and its determination regarding bargaining unit status. If the Union notifies the Commission within 14 days of such notice that it desires to bargain over the proposed wage scale or the Commission's designation regarding inclusion in the bargaining unit, the parties will engage in such bargaining either as an interim bargaining process, or, if the parties agree, as part of the next full contract negotiation.

### **1.1 Dues Deduction**

- 1) The Union will provide to the Commission a list identifying the bargaining unit members who have provided authorization for the Commission to make deductions from the bargaining unit member's salary or wages to pay dues, fees and any other assessments or authorized deductions. The list will include the amount of the deductions to be made from each paycheck. Commission will make such

deductions and remit payment to the Union.

- 2) Authorization for the Commission to make deductions will remain valid until written notice of cancellation is provided by the Union or until the employee is no longer a bargaining unit member, whichever occurs first. The Union will promptly forward to the Commission notices of cancellation of a deduction authorization. Cancellation notices given by the bargaining unit member directly to the Commission are invalid unless the member has ceased to be a bargaining unit member.
- 3) The Commission will be entitled to rely on the list provided by the Union to make the authorized deductions and to remit payment to the Union. The Union assumes responsibility and indemnifies the Commission for all claims against the Commission and its officers, officials, employees, or agents, arising out of or related to this section. The Union also will, at the option of the Commission, either assume the defense of any such claim or reimburse the Commission for its incurred defense costs at an hourly rate that is no more than the hourly rate charged by the attorneys representing the Union.

## **1.2 Release Time**

- 1) The Union may designate an authorized steward and will notify the Commission of the name of the steward. The Commission will allow the steward to engage in the following activities (after notification of the Supervisor/Manager) during the steward's regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits:
  - (a) Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
  - (b) Attend investigatory meetings and due process hearings involving represented employees;
  - (c) Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;
  - (d) Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
  - (e) Attend labor-management meetings held by a committee composed of employers, employees, and representatives of the labor organization to discuss employment relations matters;
  - (f) Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees; and
  - (g) Testify in a legal proceeding in which the public employee has been subpoenaed as a witness.
- 2) The Commission will not reduce the steward's work hours in order to comply with this section except to prevent the steward from working unauthorized overtime hours. Any authorized release time will be in addition to any vacation leave, sick leave, or any other form of paid or unpaid leave that is available to the steward under state law or this Agreement.
- 3) The Union will notify the Commission in advance of any scheduled release time. The notice will be provided as far in advance as possible to permit adequate coverage of assignments. The Union will schedule release to minimize the impact on work. The Union will reimburse the Commission for all release time at the rate of the steward's salary or wages plus other personnel expenses.
- 4) The Commission is not liable for an act or omission of, or an injury suffered by, an employee that occurs during the time an employee is acting as a steward for the Union during a period of release time. If the Commission is held liable, the Union will indemnify the Commission and hold the Commission harmless from all damages and liability arising from the act, omission, or injury, including attorneys' fees and costs.

## **1.3 Union Communication with Bargaining Unit Employees**

- 1) The Union may meet with new employees within 30 calendar days from the date of hire for a period of at least 30 minutes but not more than 120 minutes, during new employee orientation or, if no new employee orientation is held, at individual or group meetings. The new employees will be paid for the time spent in the meetings with the Union. The Union will schedule individual or group meeting with the Commission in advance. Any presentation at new employee orientation will be for the purpose of

introducing attendees to the Union and its role in representing bargaining unit members and will not be used for discussion of labor/management issues or disputes.

- 2) The union may meet with bargaining unit employees who are not new employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods. The Union will notify the Commission in advance of any scheduled meeting with bargaining unit employees. The notice will be provided as far in advance as possible to permit adequate coverage of assignments. The Union will schedule employee meetings to minimize the impact on work.
- 3) Upon reasonable advance notice and subject to availability, the Commission will permit the Union to use the Commission's facilities or property to conduct meetings with bargaining unit employees. The Union may set the time and place for such meetings, but the meetings must comply with all Commission policies regarding the use of Commission facilities and must not interfere with the Commission's operations or the work duties of bargaining unit members. The Union will pay all customary fees and charges for its use of the facilities. The Commission will not unduly interfere in the Union's conduct of the meetings.
- 4) If the Commission has the information in its records, the Commission will provide to the Union the following information for each employee in the bargaining unit:
  - (a) The employee's name and date of hire;
  - (b) The following contact information:
  - (c) Cellular, home and work telephone numbers;
  - (d) Any means of electronic communication, including work and personal electronic mail addresses; and
  - (e) Home address or personal mailing address; and
  - (f) The employee's job title, salary, and work site location.
- 5) The Commission will provide this information within 10 calendar days from the date of hire for newly hired employees; and every 120 calendar days for employees in the bargaining unit who are not newly hired employees.
- 6) The Union will have the right to use the Commission's electronic mail system to communicate with bargaining unit employees regarding:
  - (a) Collective bargaining, including the administration of collective bargaining agreements;
  - (b) The investigation of grievances or other disputes relating to employment relations; and
  - (c) Matters involving the governance or business of the labor organization.
- 7) Any such communications will not unduly interfere with Commission operations or the work duties of bargaining unit members and must comply with applicable Commission policies. The Union may not send "blast" or group emails to non-bargaining unit employees of the Commission.

## **ARTICLE 2. MANAGEMENT RIGHTS**

The Commission retains all customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the Commission or any part of it. Management rights, except as expressly limited by this Agreement, include but are not limited to: Such areas of discretion or policy as the functions and programs of the Commission, standards of service, sub-contracting for old or new service, its overall budget, utilization of technology, the organizational structure, job classification specifications, elements of the personnel management system including recruitment, examinations, certification, appointments, policies concerning probationary periods, assignment of work, promotions and the job evaluation system entailing position classification, establishment of position qualification standards, establishment and abolition of classifications, allocation of positions to classifications, and the determination of an incumbent's status resulting from position relocations.

The rights of the employees are limited by the scope of this Agreement. Those items not expressly provided for remain as the prerogative of management. The parties acknowledge that during the negotiations, that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining. It is agreed that this document contains the full and complete Agreement on all bargainable issues between the parties and for all whose benefit this Agreement was made.

The Commission has the authority to make temporary (loss of pay and related items but not medical, visual, dental benefits for a designated period of time) layoffs and/or request furlough periods of work (less than forty (40) hours of paid work per week but with full benefits) from employees when conditions of economic distress, as determined by the Commission, cause a work drop off in billable hours and/or revenue. Although seniority is the standard determination of those affected, the Commission will acknowledge that use of accumulated vacation and compensation time off volunteered by other employees, in the union, may forestall any need to initiate layoffs.

### **ARTICLE 3. STRIKES AND LOCKOUTS**

#### **3.1 Strikes and Lockouts**

There shall be no lockouts on the part of the employer, or suspension of work on the part of the employees. This Agreement is a guarantee that for its duration there will be neither strikes nor lockouts and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance process.

#### **3.2 Picket Lines**

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the water system by the Union or any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the Commission against any employee or employees engaged in a violation of this article. Such disciplinary action may be undertaken at the option of the Commission and shall not preclude or restrict recourse to any other remedies, including action for damages, which may be available to the Commission. This action shall not preclude legal redress by the Union.

### **ARTICLE 4. HOLIDAYS**

#### **4.1 Holiday Days**

A holiday is defined as eight (8) paid hours. The following shall be paid Holidays for regular full-time employees under this Agreement:

##### **Standard**

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

##### **Personal**

- 3 Personal Holiday days anytime during the calendar year

Veterans Day and Juneteenth are not designated holidays; however, the commission will provide time off for Veterans Day or Juneteenth if the employee requests the day off with at least two weeks' notice. The Commission will respond to the employee's request within 48 hours. If the Commission determines that providing time off on this date would cause significant economic or operational disruption or undue hardship, the Commission will discuss the issue with the employee and allow the employee another day.

If a qualified employee requests Veterans or Juneteenth Day off work, they may request to use one of their Vacation or Personal days as compensation for this day.

#### **4.2 Standard Holidays**

Whenever a standard holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday and the Commission offices will be closed. Whenever a standard holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday and the Commission offices will be closed.

#### **4.3 Personal Holidays**

A regular full-time employee shall accrue three days personal holiday time each calendar year covered by this Agreement. The three days equating to twenty-four (24) hours of personal holiday time are entered for each regular full-time employee at the beginning of the calendar year or upon their start date for new employees. The personal holidays must be used by December 31<sup>st</sup> or will be lost and must be used in 8-hour increments. Probationary employees are eligible to use (1) personal holiday within probationary period, and the remaining two personal holidays are available after 12 months of employment has been completed.

#### **4.4 Holiday Work**

If an employee is required to work on any of the standard holidays listed above (except personal holidays), he/she shall receive, compensation for all hours worked at a rate of pay twice the amount of his/her regular rate of pay.

If an employee is on authorized vacation or sick leave when a holiday occurs, such holiday shall not be charged against such leave.

### **ARTICLE 5. VACATIONS**

#### **5.1 Vacation Allowance (Effective January 1, 2021)**

Regular full-time employees shall be eligible for annual vacation time with pay, which shall accrue in accordance with this section. At the end of each pay period, the vacation earned for the pay period is credited to each employee's account, and the amount of vacation used is charged. Full-time employees earn vacation in accordance with years of continuous service as follows:

<u>Years of Service</u>	<u>Hours per Year</u>	<u>Days per Year</u>
Through first 3 years	96	12
4 through 9 years	112	14
9 through 14 years	136	17
14 through 19 years	152	19
19+ years	176	22

#### **5.2 Continuous Service for Vacation**

Continuous service for the purpose of accumulating vacation leave credit is broken or terminated if an employee: (a) quits; (b) is discharged for just cause; (c) is laid off and fails to report to work within one work week after being recalled; (d) is laid off from work for any reason for 24 months or for a period of time equal to his/her seniority, whichever is shorter; (e) while on leave of absence accepts other employment without Commission's written consent; (f) retires; or (g) is on unpaid leave exceeding 30 days unless the unpaid leave is available to the employee as a matter of law.

### 5.3 Maximum / Minimum Vacation Accumulation

The maximum accrual is as follows:

<u>Years of Service</u>	<u>Normal Max Hrs.</u>
Through first 3 years	288
4 through 9 years	320
9 through 14 years	368
14 through 19 years	400
19+ years	448

After accruing the maximum amount of vacation no further vacation will accrue until the employee has used some of his or her vacation and reduced the total to below the maximum allowable.

All new employees hired after January 1, 2020, credits may accumulate to a maximum of two (2) years credit.

The Commission shall establish a procedure to notify each employee at the semi-monthly salary payment date each month of the amount of vacation time accrued by said employee. No payment shall be made for vacation time lost by an employee because of accrual limitation, unless the failure to take vacation is caused by the Commission's insistence that the employee be at work during a vacation period already scheduled.

### 5.4 Utilization of Vacation

Employees may utilize vacation when unable to perform their work duties by reason of illness, injury or examination and treatment for medical or dental reasons, funeral leave, or family illness when such time off is not covered by sick leave. In such event, the employee shall notify the supervisor of the need for such non-scheduled vacation and expected length thereof, giving as much advance notice as possible and unless unable to do so because of the serious nature of the injury or illness, prior to the beginning of any regularly scheduled work shift.

### 5.5 Scheduling Vacation

Employees shall be permitted to request vacation on a split basis. Vacation times for the employees shall be scheduled by the Commission based on the Commission's judgment as to the needs of efficient operation, the availability of vacation relief, and the Commission's right to so arrange scheduling that each employee has an opportunity, if he/she chooses, to use at some time during the fiscal year, the full amount of vacation credit which he/she could accumulate in twelve (12) months of continuous service. Subject to the foregoing, the employee shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority. Conflicting requests for the same vacation time shall be resolved on the basis of seniority, but an employee shall be permitted to exercise his/her right of seniority only once annually. If an employee plans to use more than 20 hours vacation, 72 hours notification to management is required.

### 5.6 Payment of Vacation on Termination

In the event of death or termination of an employee during the initial six (6) months of his/her employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for six (6) consecutive months, and is otherwise entitled to vacation credits, the employee shall be entitled to payment for accrued vacation leave. In the event of death, earned by unused vacation shall be paid in the same manner as salary.

### 5.7 Payment In Lieu of Vacation

At the employee's option, pay at the employee's regular salary rate may be substituted for accumulated vacation to the maximum extent of six (6) days per year. Such option may be exercised by the employee during the first week of November of each year, based on the employee's accrued vacation on the 31st of October, and the pay in lieu of vacation shall be paid in November. Employees may not cash out vacation to less than 24 hours.



## **ARTICLE 6. HOURS OF WORK**

This Article is intended only as a basis for recognizing overtime and shall not be construed as a guarantee of hours of work per day or per week.

### **6.1 Workweek**

The workweek, to the extent consistent with the operating requirements of the Commission and recognizing the necessity for continuous service throughout the week, shall consist of seven consecutive days, from midnight Sunday until 11:59 am on Saturday, or as scheduled by the Commission.

### **6.2 Hours**

Regular hours of work each day shall be consecutive, except for interruptions for authorized rest and meals.

### **6.3 Work Schedules**

The Commission will establish work schedules based on operational needs and also recognizes its obligation to avoid, where practicable work schedule changes that result in an expressed undue hardship to affected employees. Work schedules may include shifts of eight (8) and/or ten (10) hours.

### **6.4 Standard Shifts**

The normal work schedule shall be either eight (8) hours or ten (10) hours of work per day and shall not exceed forty (40) hours in a work week, from Monday through Friday.

1) Regular 8-hour per day Shift:

Eight (8) consecutive hours shall constitute a regular shift. The hours of a regular shift shall begin between 0600 to 0900 and end by 1730.

2) Regular 10-hour per day Shift:

A standard workweek involving four (4) consecutive ten (10) hour days (conducted Monday through Friday). A 4-10 schedule will fall between 0600 to 0700 and end by 1730. If a standard holiday or personal holiday occurs while on 10-hour shift, vacation/Comp time can be used to make up the remaining two (2) hours of time.

### **6.5 Notice of Shift Change**

Employees will be given seventy-two (72) hours' notice prior to work schedule change or the first shift of the new work schedule will be paid at the overtime rate.

### **6.6 Other Shifts**

- 1) Other work shifts may be worked by mutual approval of the Commission and the Union.
- 2) An employee may be offered and can either accept or decline a non-standard shift as a result of medical restrictions which require a transitional light duty assignment or modified work schedule.

### **6.7 Rest Periods**

A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which periods shall be scheduled by the Commission in accordance with its determination as to the operating requirements and each employee's duties.

### **6.8 Meal Periods**

All employees shall be granted a meal period during each work shift. To the extent consistent with operating requirements of the respective departments, meal periods shall be scheduled in the middle of the work shift. Meal periods shall not be paid but shall be in addition to the eight (8) and/or ten (10) hours of service comprising the workday. A meal period shall consist of a minimum of one-half hour and may be taken at the location of the employee's choice providing that the total time away from the job does not exceed the time allowed.

A monetary payment of \$12 will be paid for every increment of four hours overtime worked (does not apply to call out unless the whole 4 hours is worked). If an employee worked 8 hours of overtime, the employee would receive two \$12 payments (for a total of \$24) and so on. Time taken for meals during overtime work periods shall not be paid.

## **6.9 Clean-up Time**

Employees are allowed ten (10) minutes of clean up time at the end of the work shift. This grant of a ten (10) minute period comes with a requirement that employees complete project paperwork on the worksite as much as possible, employees do not return to the service center early without continuing to accomplish shop repairs, cleanup, and/or projects, and employees do not leave the service center before the end of the work shifts.

## **ARTICLE 7. SICK LEAVE**

### **7.1 Accrual of Sick Leave**

Accrued sick leave shall be earned for the purposes stated herein by each employee at the rate of one day for each full calendar month (effective January 1, 2021) of service commencing with the date of employment, however, the employee must complete 90 days of employment before being able to use accrued sick leave. Note that an employee may be eligible for sick leave even if he or she is not yet eligible for OFLA leave, and/or has exhausted available OFLA leave. Employees may carry forward unused sick leave from one year to the following year.

### **7.2 Purposes of Sick Leave**

An employee may use earned sick leave:

- 1) For the employee's mental or physical illness, injury, or health condition, need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or need for preventive medical care.
- 2) For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care.
- 3) For absences authorized by the Oregon Family Leave Act, ORS 659A.159;
- 4) For a purpose specified in ORS 659A.272, related to domestic violence, harassment, sexual assault, or stalking; or
- 5) In the event of a public health emergency pursuant to ORS 659A.616(6).

For purposes of this Article, "family member" means the spouse of an employee; domestic partner (as defined by state law), the biological, adoptive or foster parent or child of the employee; the grandparent or grandchild of the employee; a parent-in-law of the employee; or a person with whom the employee was or is in a relationship of in loco parentis.

### **7.3 Procedure**

- 1) The Commission will allow an employee to use accrued sick time upon request. The employee will include the anticipated duration of the sick time in the request. Sick time must be taken in hourly increments.
- 2) Employees will provide at least 10 days' advance notice of the employee's intention to use sick leave. If 10 days' notice is not possible, employees will provide as much notice as is possible. Employees will schedule sick leave in a manner that does not unduly disrupt the operations of the Commission. Employees taking sick leave must comply with the Commission's requirements regarding notice of absences and for requesting and reporting sick leave.
- 3) If an employee takes more than three consecutive scheduled workdays of sick leave for a purpose described in section 7.1 (1) to (4), the Commission may require the employee to provide verification from a health care provider of the need for the sick time, or certification of the need for leave under the Oregon Family Leave Act (section 7.1(4) of this Agreement). If the need for sick leave is foreseeable and is projected to last more than three scheduled workdays, the Commission may require that verification or certification be provided before the sick leave begins or as soon as otherwise practicable. If the Commission suspects that an employee is abusing sick time, including engaging in

a pattern of abuse, the employer may require verification from a health care provider of the need of the employee to use sick time, regardless of whether the employee has used sick time for more than three consecutive days. As used in this paragraph, "pattern of abuse" includes repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days or paydays. The Commission will pay any reasonable costs for providing medical verification or certification required under this section, including lost wages, that are not paid by the employee's insurance.

- 4) Where the Commission finds an employee's illness or injury renders the employee unable to perform his or her job with the regularity, efficiency or degree of safety to himself or others which the Commission finds necessary to the proper operation of the department and the safety of fellow employees, or where the Commission finds that the employee's illness is at a stage where it may present an unreasonable risk of infection to other employees, the Commission may require that the employee take sick leave, vacation leave, or other paid time off. If the employee's sick leave, vacation leave, or paid time off has been exhausted, the employee may be granted sick leave without pay according to the provisions of Section 7.5 below.

#### **7.4 Sick Leave Upon Rehire**

The Commission will restore previously accrued sick leave to an employee who is re-employed by the Commission with 180 days of separation from employment with the Commission.

#### **7.5 Sick Leave Without Pay**

When an employee has exhausted paid leave and unpaid leave under applicable law or is ineligible for unpaid leave under applicable law, the employee may apply for unpaid sick leave. Unpaid sick leave will not exceed a total 6 months over the employee's term of employment with the Commission.

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

#### **8.1 Criteria and Procedure**

Parties recognize that the Commission's inherent management rights include the granting of leaves of absence without pay, and the following expresses the Commission's present policy on that subject. The Commission will comply with all applicable statutory leave entitlements. The Commission will consider a written application for leave of absence without pay not to exceed 180 calendar days if the Commission finds there is reasonable justification to grant such leave and that the work of the water system will not be seriously handicapped by the temporary absence of the employee. The Commission may terminate or cancel such leave by thirty days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the Commission; and notice that the employee has accepted regular employment or entered into full-time business or occupation may be accepted by the Commission as a resignation.

#### **8.2 Jury Duty**

Employees shall be granted leave with pay for service upon a jury; provided, however, that the salary paid to an employee for the period of absence shall be reduced by the amount of money received by him/her for such jury duty, and upon being excused from jury service for any day an employee shall immediately contact his/her supervisor for assignment for the remainder of his/her regular workday.

#### **8.3 Appearances**

Leave without pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as witness in response to a subpoena or other order by proper authority compelling his/her attendance under penalty described by law.

#### **8.4 Required Court Appearances**

Leave of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters, provided, however, that the salary paid to such employee shall be reduced by an amount equal to any compensation he/she receives as witness fees.

## **8.5 Educational Programs**

Employees may be granted time off with pay for education purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when allowed by the Commission.

## **8.6 Personal Leave Without Pay**

An employee may be granted leave without pay for personal reasons to the extent of two weeks per year provided that the requesting employee has no accrued vacation time and with the advance approval of the employee's supervisor. Supervisor approval will be based on whether or not the proper functioning of the organization may be hindered by the employee's absence.

## **8.7 Return from Leave**

Any employee who is granted a leave of absence, and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the Commission, and his/her position shall be declared vacant; unless the employee, prior to expiration of his/her leave of absence or prior to the termination date, has furnished evidence that he/she is unable to work by reason of sickness, physical disability, or other legitimate reason beyond his/her control, and seeks an extension of leave for such reason. Such a request for extension shall be made in writing. An extension shall be granted only for a specified period of time, and only if the Commission determines that the request is reasonable and justified and that the extension may be granted without unduly handicapping the operation of the water system.

## **ARTICLE 9. COMPENSATION**

### **9.1 Salary Schedule**

Employees shall be compensated in accordance with the salary schedule attached to this Agreement and marked "Exhibit A," which is hereby incorporated into and made a part of this Agreement. If any position not listed in the salary schedule is hereafter established by the Commission, the Commission shall designate a job classification and pay rate for the position. The Commission shall notify the Union of the position and pay rate established by the Commission.

The Commission will compensate, on an hourly basis as a Utility Person IV, any employee who acts as a lead-person on a service crew of 3 or more people. The employee that will be the lead-person in these circumstances will be the senior employee of the crew (in certification first, in seniority second) and must have a minimum certification of Water Distribution 2.

The Commission will compensate, on an hourly basis at the rate of the existing Meter Coordinator grade and step A salary (but in no case less than 2 ½% more than the existing hourly rate the union employee is currently receiving), any union employee who is requested to act as the Meter Coordinator when the Meter Coordinator is absent. The employee who acts as the Meter Coordinator in these circumstances will be the senior employee of the crew (in certification first, in seniority second) and must have a minimum certification of Water Distribution 2.

The Commission will compensate, on an hourly basis at the rate of the existing Supervisor's grade and step A salary (but in no case less than 2½% more than the existing hourly rate the union employee is currently receiving), any union employee who is requested to act in a lead role when the Supervisor is absent.

### **9.2 Pay Periods**

Employees shall be paid on a semi-monthly basis. In the event a regularly scheduled pay date falls on a Saturday, Sunday or holiday, the last preceding workday shall be the regular pay date in lieu thereof.

### **9.3 Callback Time**

Employees, not on standby or response time, called back to work shall receive overtime pay for the work for which they are called back, and if called back, shall be credited with not less than four (4) hours minimum. Employees, on response time, called back to work shall receive overtime pay for the work for which they are called back, and if called back, shall be credited with not less than two (2) hours minimum. This section applies

only when callback results in hours worked which are not annexed consecutively to one end or the other of the working day or working shifts. This section does not apply to scheduled overtime, call-back time annexed to the beginning of the work shift, hold-over times annexed to the end of the work shift or workday, or the call out of an employee assigned to standby duty as covered in Section 9.7. If, at the end of his/her shift, the employee has departed the Commission's premises before being called back, the same shall not be considered a holdover time, but shall be compensated as callback under this section.

Return to normal workday periods after overtime work periods is at the discretion of the employee but any time off will be charged to the employee's accumulated vacation, compensatory, or personal holiday time. The Commission has the right to send the employee home (requiring them to use accumulated vacation, compensatory, or personal holiday time) if work cannot be accomplished in a safe and efficient manner. Special light duty work will not be substituted for normal work periods after overtime has been worked in the previous work period.

#### **9.4 Rest Time**

##### **1) Eligibility**

An employee is eligible for rest time only when working four (4) or more hours between consecutive regularly scheduled work shifts. On the day before the employee's regular shift, the eligibility window begins at the employee's regular shift ending time. The person in a Standby role will designate a back-up standby person if they work more than 16 hours in a twenty-four-hour period for safety purposes. Alternative approaches will be approved by the Supervisor.

##### **2) Definition**

Rest time is defined as hours earned during the eight (8) hours immediately preceding the beginning of the regularly scheduled shift and taken during the employees regularly scheduled shift that day at the straight time rate. Rest time is earned at the rate of one (1) hour for every hour worked in the eight (8) hour period immediately preceding the beginning of the employees regularly scheduled shift.

All paid time in the eight (8) hour period immediately preceding the beginning of the employee's regular shift will be used to calculate rest time.

##### **3) Utilization**

If an employee earns 2 hours or less rest time, and elects to take the rest time at the beginning of the shift, the rest time hours will start at the beginning of the shift and will run consecutively until exhausted at which time the employee will report to work and work at the straight time rate for the remainder of the shift.

If the employee has earned more than 2 hours of rest time and elects to take rest time at the beginning of the shift, the rest time hours will start at the beginning of the shift and will run consecutively until exhausted. If any hours remain in the scheduled shift, the employee can elect to work at the straight time rate, leave the hours in unpaid status, or use vacation or comp time to complete the shift.

If the employee elects to take rest time at the end of the shift (and the Supervisor approves), their work shift will start at the regular time and the employee will work at the straight time rate until rest time is due.

Any hours worked when rest time is due (at the beginning or end of the next consecutive regular scheduled shift), the employee shall receive straight time for the hours worked in addition to the rest time at the straight time rate.

##### **4) Last Day of Scheduled Work Week**

Should the work period end on the last day of the scheduled work week, any hours worked after sixteen (16) hours in a twenty-four (24) hour period will be paid at the rate of double the regular pay rate, but with no rest time eligibility.

#### **9.5 Overtime**

It is recognized that a part of the Commission's inherent management rights is the right to assign overtime

work as required in the manner, which it deems to be most advantageous to the Commission and consistent with the requirements of municipal service and of public interest. Employees shall be compensated at the rate of one and one-half times the regular rate for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- 1) All assigned work in excess of eight (8) hours on any normally scheduled workday (authorized mealtime shall not be counted);
- 2) All assigned work in excess of ten (10) hours when employees are required to work a special four 10-hour workweek schedule. Adequate notice must be given employees of this schedule change.
- 3) All assigned work in excess of forty (40) hours in any workweek;
- 4) All assigned work outside employee's scheduled workweek.

### **9.6 Form of Compensation**

Compensation for authorized overtime, call-in, and holiday work shall be paid or applied to compensatory time totals for each employee. All overtime shall be recorded by the employee and must be approved by the designated supervisor.

### **9.7 Mileage**

An employee required to report for special duty at any location other than his/her regular reporting location and is required to use his personal automobile for transportation to such location shall be compensated at the rate of the IRS Federal Standard mileage allowance per mile for the use of such automobile directly in the line of duty.

### **9.8 Standby**

It is recognized that water service must be provided on a continuous basis and that all emergency conditions must be promptly and safely tended to at any and all times and that Commission employees must make themselves available for assignment to standby duty and to respond to emergency call back at all times. All employees with Oregon State Certification level WD3 or higher, are eligible to assume standby duty. All employees with an Oregon State Certification level WD2 who pass the Commission's relevant test, will be eligible for standby duty. A Supervisor has the ability to approve standby responsibilities for a WD1 if they demonstrate proficiency. An employee may, upon approval of his/her superior, have another qualified employee perform his/her standby duties. Employee may trade standby duties freely, but trades shall be limited to two (2) times per fiscal year per employee.

### **9.9 Response time for Field Technicians**

Field Technicians (all classifications) shall have a 24/7 availability for 90% of the time but are not required to always be available locally after-hours. For the benefit of performing under response conditions, Field Technicians will be granted five (5) extra days of vacation per year plus receive overtime pay (a 2 hour minimum when responding in a vehicle and a ½-hour minimum when responding from a telephone or computer) for any after-hours time due to responding to emergencies.

### **9.10 Response/Standby Availability**

To assure timely response to emergencies, it shall be a condition of employment that all employees shall reside at a location, which will permit a reasonable response time from the employee's residence to the Commission's service area. In order to avoid confusion, all employees shall reside within a 22-mile radius of the Commission designated Service Center, measured by the driving distance from the residence house to the Service Center. It is agreed that all employees shall provide an active personal cellular telephone or a 2-party telephone service at the residence that each normally occupies. It is further recognized that it is a management right to assign standby duty and to call back employees as required and that the assignment of the Commission's vehicles to be driven by employees to and from their residences to assure timely response to emergencies shall be solely at the discretion of the Commission. Employees shall be assigned to standby duty for a seven (7) consecutive day period to handle all emergencies and calls, outside of regular working hours during his/her off-duty hours and shall be paid in accordance to Exhibit A for such one-week duty. Management has the right to assign duties to other utility persons that are pre-planned, non-emergency, overtime work. Additional standby compensation in accordance to Exhibit A shall be paid for each standard holiday.

### **9.11 Standby Pay**

If the employee assigned to standby is called out, compensation shall be at overtime rates for actual time worked to the nearest half hour (i.e. 15 minutes or more gets ½ hour, 45 minutes or more a full hour is counted).

The employee assigned to standby is required to answer telephone calls at home and may be required to visit and check the Service Center control room one time on Saturday and Sunday, and on standard holidays. The employee will be compensated one and a half hours overtime each one of these days for these services.

### **9.12 Payment of Employees' PERS Contributions**

Employees shall pay the full amount of the employees' contributions to the Oregon State Public Employees Retirement System as required by Oregon Law.

### **9.13 Education and Certification Merit Pay Program**

The goal of this program is to encourage employees to obtain advanced education, certification, and skills above that which is required in their basic job description and reward them for their efforts. Documentation of certification or degree must be submitted to the Commission prior to the first of the month in order to be considered for the merit pay program the following month.

- 1) A 2 ½% merit pay increase above the employee's base pay shall be awarded to all employees who obtain one certification level above that which is required in their job description. As an example, an employee who is required to hold and maintain a WD 2 certificate shall receive this merit pay if he/she obtains a WD 3. Since certification requirements differ according to grade level, employees must maintain a certification higher than is required by his/her grade in order to retain merit pay. The merit pay will be adding to the employee's paycheck within 30 days of providing proof to the Commission of a passing exam.
- 2) A 2 ½% merit increase above the employee's base pay shall be awarded to all employees who obtain two certification levels in above that which is required in their job description.  
As an example, an employee who is required to hold and maintain a WD 2 certificate shall receive this merit pay when he/she obtains a WD 4. If this merit increase is elected, then the merit increase for an Associate Degree as outlined in item 3 below will not be allowed.
- 3) A 2 ½% merit pay increase above the employee's base pay shall be awarded to all employees who obtain an Associate Degree in Water Technology or BS degree in Environmental Science or other directly related field. If this merit increase is elected, then the merit increase for two certification levels in excess of that which is required in their job description as outlined in item 2 above will not be allowed.
- 4) Other Language(s): After completing six (6) full months of employment, employees able to demonstrate fluency in languages of value to Medford Water Commission, will receive a 2.5% increase based on positions where other languages are valuable for MWC. Testing and/or certification may be required. See HR for details.
- 5) Merit pay shall be awarded in 2.5 % increments (maximum 5%) above the employee's base pay and will be based upon the degree of advanced skills, training or education obtained

Employee must have and maintain an annual skilled performance evaluation and demonstrate that he/she can utilize the advanced skills to qualify for and maintain this merit pay. If this rating is not maintained the pay of the employees will change on the date the performance evaluation was given.

### **9.14 Compensatory Time**

As an option, if desired by both the employee and the supervisor, the employee may be allowed compensatory time off in lieu of overtime at a one and one-half (1½) ratio subject to approval of the direct Supervisor/Manager.

Earned "Compensatory time Off" may not accumulate to more than 240 hours and shall be used by employee prior to the end of the Commission's fiscal year, which is June 30<sup>th</sup>. Unused "Compensatory time Off" upon this date will be paid to employee. An employee will be allowed to carry over 24 hours of compensatory time into the new fiscal year.



At the employee's option, pay at the employee's regular salary rate may be substituted for accumulated "compensatory time off" at any time during the year.

## **ARTICLE 10. DISCIPLINE AND DISCHARGE**

### **10.1 Discipline**

Disciplinary action shall include the following:

- 1) Oral reprimands,
- 2) Written reprimand,
- 3) Demotion or suspension, or
- 4) Discharge

If a supervisor has reason to reprimand an employee, it should be done in a manner that will not embarrass the employee in front of other employees or the public. After eighteen months (18) without additional discipline, a discipline becomes stale and will not be the basis for future employee discipline (Records will be kept per the requirements of OAR 166-150-0161 (6) and (10)).

### **10.2 Rights of Commission**

The right of the Commission to discipline or discharge employees shall be limited only to the extent provided in this Article. No regular status (an employee who has completed their required probationary period) employee shall be suspended, demoted, or discharged except for just cause, nor shall any such employee be suspended, demoted, or discharge without just cause. Any disciplinary action imposed on an employee shall be protested only as a grievance through the grievance procedure set forth in this Agreement.

### **10.3 Discharge**

If a supervisor determines there is cause for discharge, he/she shall suspend the employee without pay for at least five (5) workdays and shall deliver to the employee and the Union a written notice of such suspension and pending dismissal. Such notice shall specify the principal grounds for such action. There will be an opportunity for the employee to meet with the decision maker to respond before a final decision on discharge is made. Unless withdrawn or otherwise resolved, the dismissal shall become effective at the end of five (5) days. Protests of the discharge of any employee shall be made only through the grievance procedure set forth in this Agreement.

### **10.4 Employee on Probation**

This Article shall not apply to any employee on probation as defined in this Agreement.

### **10.5 Oral Reprimand**

Oral reprimand(s) when given will include a written note placed in employee's personnel file and cannot be protested by the union through the grievance procedure.

### **10.6 Written Reprimand**

A Supervisor or Manager who issues a written reprimand will develop a performance improvement plan that requires the employer to document the outcome of the disciplinary actions over a thirty (30) to ninety (90) day period. The employee will sign the plan at the beginning of the plan period and upon completion.

## **ARTICLE 11. SETTLEMENT OF DISPUTES**

### **11.1 Grievance Procedures**

A grievance is a dispute, which arises between the parties concerning the application, meaning or interpretation of this Agreement. A grievance shall be settled in the following manner. For the purposes of this section, the word "supervisor" shall mean an employee not a member of the bargaining unit and in the position of a "supervisory employee" as that term is defined by law. "Days" means, "workdays" unless otherwise indicated.

STEP 1. Affected employees and Union steward shall take up the grievance with the employee's

immediate supervisor in person and in writing and signed by the shop steward within five (5) working days of its occurrence. The supervisor shall then undertake to adjust the matter in writing within five (5) working days thereafter.

STEP 2. If the grievance is still unsettled, the employee and the Union Business Representative, within ten (10) days after the due date of the response in Step 1, present the grievance to the General Manager of the Commission, or his/her designate who shall adjust the grievance or otherwise respond in writing within ten (10) days thereafter.

STEP 3. If the grievance is yet unsettled, the employee or the Union shall, within twenty (20) days of the decision of the General Manager of the Commission, or his/her designate, have the right to have the matter arbitrated by a third party jointly agreed upon by the Commission and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of five (5) names. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. The Commission and the Union shall meet in a pre-hearing conference and shall prepare a submission Agreement regarding the specific issues in dispute. The designated arbitrator shall hear both parties within thirty (30) days to 60 days, which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to the Agreement which will be noted to the consideration of the particular issues presented to him. His/her decision shall be based solely upon his/her interpretation of the meaning of the application of the express language of the Agreement. Any expenses for the arbitrator shall be borne equally by the Commission and the Union; however, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim recording of the proceedings, it may cause a record to be made provided that it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

Either party may request an extension of the time limit specified above, or advancement to the next step. If no such request is made by the aggrieved, the grievance is dropped. If no such request is made by the Commission, the grievance shall be deemed granted.

## **ARTICLE 12. PROBATIONARY PERIOD**

### **12.1 Purpose**

The probationary period is an integral part of the employee's selection process and provides the Commission with the opportunity to upgrade and improve the department by observing a new employee's work and training, by aiding new employees in adjustment to their positions. and by providing an opportunity to review the performance of the employee. Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months, after which he/she shall be considered a regular status employee and granted seniority from the date of hire. The Union recognizes the right of the Commission to terminate probationary employees without notice and for any reason. Termination of a probationary employee shall not be subject to the grievance procedure under Article 11.

### **12.2 Promotional Probationary Period**

Regular status employees promoted into a higher classification shall serve a promotional probationary period of twelve (12) months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to his/her previous position without notice and for any reason. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under Article 11.

## **ARTICLE 13. GENERAL PROVISIONS**

### **13.1 Bulletin Boards**

The Commission agrees to furnish and maintain a suitable bulletin board in a convenient place in the work or assembly area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

### **13.2 Visits by Union Representatives**

The Commission agrees that the accredited representatives of the Union, upon reasonable and proper introduction, may have reasonable access to the premises of the Commission at any time during working hours for the purpose of observing working conditions, if they are first recognized to do so from the General Manager of the Commission or his/her designated representative.

### **13.3 Seniority**

Seniority shall be the employee's length of continuous service with the bargaining unit, dating from his/her last date of hire, and shall apply by classification in matters of layoff, recall, vacation, and promotion as prescribed in Section 13.5. Seniority shall be broken or terminated if an employee: 1) quits, 2) is discharged for just cause, 3) is laid off and fails to report to work within three days after being recalled, 4) is laid off from work for any reason for 24 months or for a period of time equal to his/her seniority, whichever is shorter, 5) while on leave of absence accepts another employment without permission, or 6) is retired. For the purpose of this section only, recall from layoff exceeding five (5) days shall be by certified mail sent to the employee at his/her last known address furnished the Commission by the employee.

### **13.4 Other Employment**

Outside employment shall be permitted only with the express prior approval of the Commission. Any employee with existing outside employment on the effective date of this Agreement shall notify the Commission thereof within sixty (60) days after the effective date of this Agreement.

### **13.5 Promotional Opportunities**

It is the intent of this Agreement that promotion opportunities in the bargaining unit shall first be extended to employees in the bargaining unit, provided such employees are qualified to perform the work in question.

### **13.6 Safety**

The Commission shall obey all safety standards imposed by state or federal law. Members of the bargaining unit shall, in the scope of their employment with the Commission, comply with all such safety regulations applicable to such employee. The Commission will provide the necessary training for maintaining current certifications of the following (but not limited to) safety/equipment endorsements: forklift, traffic control supervisor and/or technician, flagger, mobile crane, and mobile crane rigging/signaling. Management shall decide which employees are provided which training. Employees that are not current on these endorsements will not be allowed or required to perform those duties.

### **13.7 Protective Clothing**

Any protective clothing or safety wear specifically required by law for an employee in the work required of him by the Commission shall be provided by the Commission, except that each employee shall furnish his/her own safety-toed shoes.

Commission will make a monetary payment of \$200 per year after employment probation is completed and upon the hiring anniversary date of each employee for providing their own safety-toed shoes. Safety-toed shoes shall be worn at all times during the work periods (with the exception of meter readers during normal reading routes), safety-toed shoes shall be actual boots and not covers or slip-on type protection, and safety-toed boots shall be OSHA and/or ANSI approved. "Muck" (or similar type) knee high rain boots will be transitioned in over time, after using on-hand supplies, when rain boots are supplied by the Commission. As to any and all such protective clothing and safety wear provided by the Commission, the employees thus provided, in this unit, shall wear such clothing and safety wear at the time and in the manner required by law. No employee shall wear or use any such protective clothing or safety-wear provided by the Commission anywhere save and except on the job.

### **13.8 Authorized Travel, Training and Conference Attendance**

Food, lodging and travel expenses, or any of them, shall be paid by employer according to an approved per diem schedule to any employee required to attend a conference or business meeting, when said conference or business meeting is held at a location other than the employee's regular home and job location. Employer shall pay tuition and instructional material costs to any employee required by employer to attend a regular course of instruction. An employee who voluntarily attends a course of instruction which is directly related to

the business of employer may receive tuition from employer, if he/she has successfully completed the course of instruction, and, prior to employee attending said course of instruction, employer agreed, in writing, to pay tuition costs.

### **13.9 Clothing**

At its discretion, the Commission will provide clothing and cleaning and laundry of such clothing for employees at no cost to the employees. When such clothing is provided by the Commission, employees agree to wear it while on the job and to use reasonable care in maintaining the integrity and appearance of the clothing and further agree to wear the clothing only while on the job or traveling to and from the job from their place of residence. The Commission reserves the right to modify and change the quantity and types of clothing provided.

### **13.10 Promotion**

After the employee has met the minimum experience and certification requirements and has demonstrated he/she has met the other qualifications identified on the job description, he/she will be eligible if there is a position available to be promoted to the higher classification. Management retains the right to determine promotions to all classifications.

### **13.11 Oregon Driver's License**

All employees must have and maintain a valid Commercial Driver's License (CDL) Oregon Driver's License or have ability to obtain within six (6) months after starting date of their employment. The Commission shall pay all costs to obtain and maintain the basic CDL. All other endorsements required for the job above the basic endorsement, and the cost associated with the random drug testing shall be paid by the employer. Commission will pay to the employee the cost for each renewal CDL physical when required by the State and upon receipt of payment made by employee. Employee must maintain an acceptable driving record that meets the Commission's and insurance carrier's insurability requirements. For definitions purposes, driving records are "unacceptable" and will result in termination if they fall into any of the following categories:

- 1) Any one major violation (as defined by ORS and OMV regulations) within the last three years. (DWI, diversion, endangering a life, reckless driving, leaving a scene, etc.)
- 2) Two moving violations (as defined by ORS and OMV regulations) and one at-fault accident (as defined by being issued an accident citation or monetary damages in excess of \$1500 on private or public property) in the last three years
- 3) Three moving violations (as defined by ORS and OMV regulations) in the last three years
- 4) Two at-fault accidents (as defined by being issued an accident citation or monetary damages in excess of \$1500 on private or public property) in the last three years

"At risk" status occurs when an additional incident would place an employee in an "unacceptable" classification.

### **13.12 Waterworks Certification**

State of Oregon waterworks certification is required for most positions within the bargaining unit (see Exhibit B). The Commission will pay the annual renewal and the first and last (passing) testing fees for each level. The Commission hires employees with a responsibility to have or obtain on their own the certified skills of their positions. The Commission will assist and provide opportunity for the employee in meeting the continuing education requirements (CEUs) by providing training opportunities both on and off the job. However, the responsibility of maintaining the necessary CEUs to meet the certification requirements and associated deadlines is that of the employee. Failure to meet the certification requirements shall cause the employee to be demoted to the appropriate classification.

### **13.13 Seasonal Employees**

Seasonal employees hired by the Commission will not be assigned duties that conflict with filled bargaining unit positions and will not be allowed to perform duties at certification levels unless covered by the proper Water Distribution certification.

To better manage and accomplish one-time or non-routine tasks or projects, temporary Utility Person I

employees (with no benefits) may be hired through contract-hiring agencies to do stated Utility Person I work (as per Exhibit B job description) for a period of up to one year. If the temporary employee is retained beyond a year, he/she shall be subject to the rights and obligations as outlined in this Agreement. Seasonal employment period will count toward the probationary period required for employees under this agreement.

### 13.14 Donated Vacation

Commission will maintain a program that allows employees to donate accumulated vacation hours to other employees in medical need for time off.

## **ARTICLE 14. HEALTH AND WELFARE**

The Commission will provide access to the following benefits within specified limits for all members of the bargaining unit subject to waiting periods required by the insurance carriers for new employees (unless the Union elects to obtain insurance through another means):

- 1) Major medical plan
- 2) Dental plan
- 3) Vision care plan
- 4) Commission shall pay \$150 per month into the employee's VEBA account
- 5) Commission paid \$50,000 life insurance policy for the employee
- 6) Commission paid industrial accident insurance (workers compensation)
- 7) Commission paid long term disability insurance plan
- 8) Commission contributes employer's share for Social Security or its successor

### 14.1 Medical, Dental, and Vision

Continuing through December 2022 the monthly employee coverage costs (for Medical, Dental, Vision and RX) are as follows:

Employee Only:	\$39.60
Employee + Child:	\$72.58
Employee + Children:	\$99.17
Employee + Spouse:	\$82.97
Employee + Family:	\$114.38

The Union can request to be removed from Medford Water insurance at any point during the duration of the contract, but must provide adequate notice to the insurance carrier in writing of this request (a minimum of 60 days).

Effective January 1, 2023, Union monthly employee coverage cost may increase if the total premium cost (Medical, Dental, Vision, and RX) exceeds the current amount. Any future **increase** would be split with employer 50/50 up to a maximum of 10% of total premium for the duration of this contract.

A workgroup comprised of at least two (2) representatives from the union, at least two (2) representatives from non-union employees and at least one (1) representative from management may meet each year to review and make recommendations to the Commission regarding health insurance coverage. The goal of this group is to review health insurance options and to develop a health insurance plan that provides reasonable insurance coverage for all employees while containing insurance costs as low as reasonable. If the group finds ways to reduce the burden of health care costs on the organization and the employee, management will consider a portion of these savings going toward VEBA accounts of the employees.

### 14.2 Flexible Spending Program

Employees may contribute through payroll deduction to a pre-tax Medical Reimbursement Account and/or Dependent Care Reimbursement Account. The plan year runs January 1<sup>st</sup> through December 31<sup>st</sup>. Open enrollment for the new plan year is the month of November with changes becoming effective January 1<sup>st</sup>. New employees may sign up for the flexible spending program during the first thirty (30) days of employment.

### **14.3 Health Reimbursement Arrangement (HRA) Voluntary Employee Beneficiary Association (VEBA)**

The Commission passed Resolution No. 1068 on June 5, 2002 authorizing the establishment of a Health Reimbursement Arrangement Voluntary Employee Beneficiary Association (HRA VEBA) Plan, effective July 1, 2002, said trust conforming to the requirements of Internal Revenue code Section 501 (C)(9), and implementing regulations adopted by the Internal Revenue Service. As part of the health insurance benefit for full-time (forty hours per week) staff, the Commission shall contribute, each month, \$150 to each employee's account in the HRA VEBA Trust. Funds contributed by the Commission on an employee's behalf are considered vested in the employee's name upon deposit by the trust administrator and are available to each such employee pursuant to the provisions of the VEBA Trust agreement.

In addition, the Commission has established a provision to allow unused vacation leave cash-out at retirement to be contributed to the employee's VEBA Trust account. All VEBA eligible full-time staff who could be eligible for retirement (55 years of age or older) shall vote annually to determine if unused vacation leave cash-out at retirement shall be contributed to their VEBA Trust account. (Staff must be eligible for retirement during the effective year to be eligible to vote.) This provision shall be adopted annually by a simple majority vote (50% plus one) of the voting group. Only returned ballots shall be counted. The vote shall take place in June and shall become effective the first day of July and shall remain in effect for a one-year period.

### **14.4 Cash Out of Sick Leave to HRA VEBA**

Medford Water Commission shall establish a provision to allow OPSRP employees 24 hours of unused sick leave cash-out per year, to be contributed to the employee's HRA VEBA Trust account. Employees must have at least 80 hours of sick leave available to be eligible to participate in the cash-out and vote. All HRA VEBA eligible OPSRP staff shall vote annually to determine if the cash-out shall be contributed to their HRA VEBA Trust accounts. This provision shall be adopted annually by a simple majority vote (50% plus one) of the voting group. Only returned ballots shall be counted. The vote shall take place the first week in November and shall become effective to HRA VEBA by December 31<sup>st</sup> of each year.

## **ARTICLE 15. DRUG AND ALCOHOL-FREE WORKPLACE**

The Commission has adopted a drug and alcohol-free workplace policy and may revise the policy whenever it deems appropriate. Employees must comply with the policy, as revised, during the term of this Agreement and all applicable state and federal requirements regarding drugs and alcohol use. The Commission's efforts to maintain a drug and alcohol-free workplace are not limited exclusively to its policy, and the Commission may take other steps it considers appropriate to detect and eliminate drug or alcohol use in its workforce. The Commission will provide notice to the Union of proposed changes in the drug and alcohol-free workplace policy. In the case of a non-mandatory subject of bargaining, the Commission will meet and discuss the subject with the Union. In the case of a mandatory subject of bargaining, the Union and the Commission will meet and bargain in good faith.

## **ARTICLE 16. LIABILITY INSURANCE**

The Commission shall maintain liability insurance coverage at the level in existence at the time of this Agreement for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premiums for such insurance shall be paid by the Commission.

## **ARTICLE 17. SAVINGS CLAUSE AND FUNDING**

### **17.1 Savings Clause**

Should any provision of this Agreement be declared invalid under law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such provision, declared invalid under law, will be renegotiated if possible.

### **17.2 Oregon Wage and Hour Laws**

The parties agree that the terms of this Agreement have been bargained in good faith and that in the event of any conflict with Oregon Wage and Hour Laws or Regulations, the terms of this Agreement shall prevail.

**17.3 Funding**

The parties recognize that revenue needed to fund wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue. The Commission has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

**17.4 Cost-of-Living Adjustments**

On July 1<sup>st</sup> of each new year of this agreement all members of the Bargaining Unit shall receive a cost-of-living adjustment. This adjustment shall be determined from the “Consumer Price Indexes, Pacific Cities and U.S. City Averages”, for Urban Wage Earners and Clerical Workers. It shall be the preceding year’s 12-month average (January through December) of West Cities (Series ID: CWUR0400SA0). The annual cost of living increase will be a minimum of 1.5% and a maximum of 5.0% based on the CPI.

**ARTICLE 18. APPLICATION OF PERSONNEL POLICIES**

Employees will comply with all provisions of the Commission’s personnel policies, except to the extent that a provision in the manual expressly conflicts with a provision of this Agreement, in which case the provision in the Agreement will apply. The Commission will provide notice to the Union of proposed changes in its personnel policies. In the case of a mandatory subject of bargaining, the Union and the Commission will meet and bargain in good faith.

**ARTICLE 19. TERMINATION AND REOPENING**

This Agreement shall be effective upon ratification by both parties and shall remain in full force and effect until the 30<sup>th</sup> day of June 2025. This Agreement shall supersede all prior Agreements and practices and includes all matters subject to collective bargaining for the term of the Agreement.

OREGON AND SOUTHERN IDAHO DISTRICT  
COUNCIL OF LABORERS  
AND LABORERS’ INTERNATIONAL UNION OF  
NORTHAMERICA LOCAL #737

THE BOARD OF WATER COMMISSIONERS OF  
THE CITY OF MEDFORD, OREGON  
- MEDFORD WATER COMMISSION,  
AUTHORIZED BY RESOLUTION NO. 1758

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed name and title:

Printed name and title:

\_\_\_\_\_

Brad Taylor, General Manager \_\_\_\_\_

By: \_\_\_\_\_

Printed name and title:

\_\_\_\_\_



**RESOLUTION NO. 1811**

A RESOLUTION Authorizing the General Manager to Execute an Agreement between the Board of Water Commissioners and the Laborers' International Union of North America, Local #737

WHEREAS, the Agreement previously in effect between the bargaining unit employees and Medford Water Commission (Commission) will expire June 30, 2022; and

WHEREAS, negotiations between representatives of the bargaining unit and Commission staff have concluded and all changes have been incorporated into the Agreement, a copy of which is on file in the Commission's office and by reference made a part hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER COMMISSIONERS OF THE CITY OF MEDFORD, OREGON AS FOLLOWS:

SECTION 1. That the Agreement between the Board of Water Commissioners of the City of Medford, and the Laborers' International Union of North America, Local #737, shall apply to all bargaining unit employees of the Board of Water Commissioners, as set forth herein.

SECTION 2. That the General Manager, acting by and on behalf of the Board of Water Commissioners, is authorized and directed to execute said Agreement, and that it shall be effective upon ratification by both parties from July 1, 2022, and shall remain in full force and effect until June 30, 2025.

SECTION 3. That the Agreement Between the Board of Water Commissioners of the City of Medford, and the Laborers' International Union of North America, Local #737, as set forth in Exhibit A, a copy of which is on file in the Water Commission office and by reference made a part hereof, is hereby approved, and supersedes the Agreement adopted by Resolution 1758 on December 2, 2020.

PASSED at a regular meeting of the Board of Water Commissioners of the City of Medford, Oregon, and signed by me in authentication thereof this 4th day of May 2022.

ATTEST: \_\_\_\_\_  
Yvette Finstad, Asst. Clerk of the Commission

\_\_\_\_\_   
Bob Strosser, Chair



## Memorandum

**TO:** Commissioners Bob Strosser, Michael Smith, John Dailey, Jason Anderson, and Daniel Bunn

**FROM:** Brian Runyen, Engineering Manager

**DATE:** Wednesday, May 4, 2022

**SUBJECT:** Item 4.4 – Resolution 1812, Providing for the Creation of a Refund District Associated with the Stella Subdivision Phase 1 & 2 for Reimbursement to Stella RE Investments LLC of Future Collection of a Proportionate Share of Costs of Water Main Construction

**OBJECTIVE:** Board Approval

---

### Issue

Stella RE Investments LLC has completed construction of public improvements for Stella Subdivision Phase 1 & 2 in Medford, Oregon. The construction of the subdivision included approximately 487 lineal feet of 8-inch ductile iron water main in Thomas Road and approximately 259 lineal feet of 8-inch ductile iron water main in Blanche Lane. The west side of Thomas Road and the north side of Blanche Lane consist of potentially re-developable land with no current water service, and under different ownership. Medford Water's Regulations Governing Water Service allows for creation of a Refund District to recuperate costs associated with the construction of these water mains. River Lane Homes has requested establishment of a refund district.

### Discussion

The request by Stella RE Investments LLC is consistent with the Regulations Governing Water Service requirements for creation of Refund Districts. The Refund District term will be for 20 years. The Board has previously approved reimbursement amounts for 8" water mains (in both paved and unpaved condition) in Exhibit A to the Regulations Governing Water Service (effective July 1, 2021). The amount for an 8" water main in a paved condition (Thomas Road) is \$54.79 per lineal foot for street frontage along the west side of Thomas Road. The amount for an 8" water main in an unpaved condition (Blanche Lane) is \$28.55 per lineal foot for street frontage along the north side of Blanche Lane.

### Financial Impact

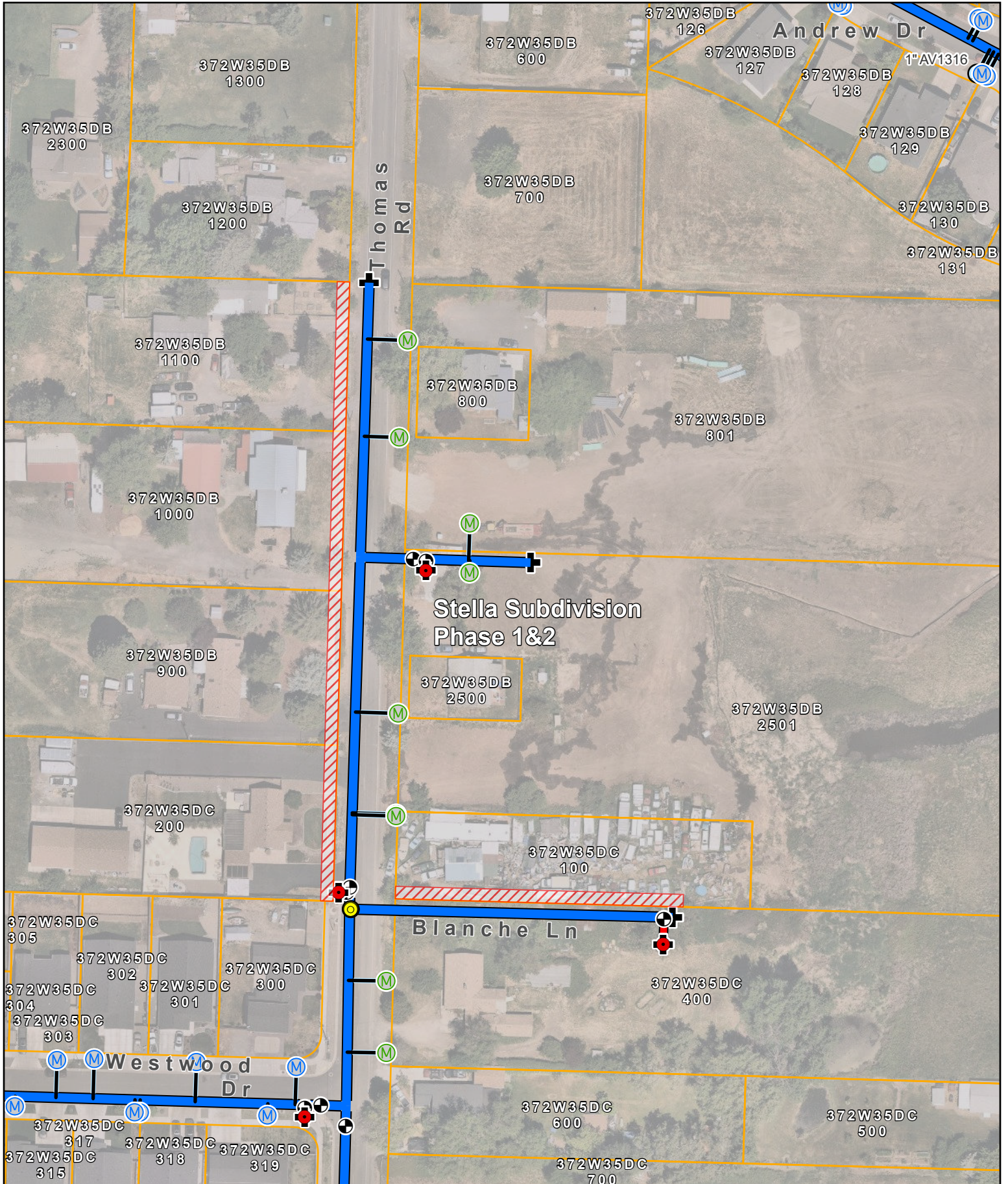
There is no financial impact to Medford Water. When a new customer connects to the water main, Medford Water collects the approved amount for the Refund District and passes the amount on to Stella RE Investments LLC.

### Requested Board Action

Staff recommends approval of Resolution 1812, creating a Refund District to Stella RE Investments, LLC, related to the Stella Subdivision Phase 1 & 2.







Stella Subdivision Phase 1&2  
 Refund District

Refund District Extent  
 Affected Frontage

