

West Extension
Irrigation District
&
AFSCME Local 3742-2
Collective Bargaining Agreement

January 2017 through December 2019

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PREAMBLE

This agreement is entered into between West Extension Irrigation District, hereinafter referred to as the "District" and the American Federation of State, County and Municipal Employees, AFSCME Local 3742-2, hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION

The District recognizes the Union as the sole and exclusive collective bargaining representative of all employees covered by this collective bargaining agreement. The bargaining unit covered by this agreement shall consist of all regular full time employees of the District, excluding supervisory or confidential employees as defined by ORS 243.650.

Regular full-time employees shall be defined as those who are scheduled for a 40 hour work week for an indefinite period of time. Any temporary full-time employee that works continuously for six (6) months will become a part of the bargaining unit on the first (1st) of the month following the six (6) month period. Employees in this category will be considered new hires under this agreement once they become a part of the bargaining unit and shall serve the full probationary period provided herein.

ARTICLE 2 - MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all charter, statutory and other managerial rights, prerogatives, and functions are retained and vested exclusively in the District, including, by way of description and not limitation, the rights, in accordance with its sole and exclusive judgment and discretion: to direct and supervise all operations and functions; to manage and direct the work force, including, by way of description and not limitation, the right to determine the methods, processes, locations and manner of performing work; to hire, promote, and retain employees; to determine schedules of work; to purchase, dispose of and assign equipment and supplies; to determine the need for a reduction or an increase in the work force; to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment; to implement new and to revise or discard, wholly or in part, methods, procedures, materials, equipment, facilities and standards, and to sub-contract or contract projects or works it deems appropriate. Utilization of any management rights not specifically limited by this agreement shall be at the District's discretion and not subject to negotiation or the grievance procedure. The District's failure to exercise any right, prerogative, or function hereby reserved to it, or the District's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the District's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3 - UNION SECURITY

3.1 Fair Share. Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement. However, as a condition of employment, pursuant to the provisions of ORS Chapter 243, any employee who chooses to not belong to the Union shall make a "payment in-lieu-of dues", which in no event will exceed the amount of monthly dues regularly established for employees in the bargaining unit. Should such a "fair share" be declared unlawful under Oregon law by a court of competent jurisdiction, or in the event of a majority vote of employees in the bargaining unit pursuant to ORS 243.650, the "fair share" portion of this section shall be inoperative.

3.2 Religious Objection. Any individual employee who objects to a payment-in-lieu of dues on bona fide religious tenets, or teachings of a church or religious body of which such employee is a member, will inform the District and the Union of the objection. The employee will meet with representatives of the Union and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equal to regular or fair share Union membership dues, as appropriate, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union that payment has been made as appropriate.

3.3 Check off. The District will provide for the Union dues and fair share check off through monthly payroll deduction, in accordance with ORS 292.055 and ORS 243.776, and such payment shall be made to the AFSCME, in an amount to be established by the Union. Union dues and fair share payment will commence upon request by the Union after not less than seven days' notice from the Union to the District prior to the end of the pay period. Union dues or fair share check off shall commence not later than 30 days after the beginning of the employee's date of hire.

3.4 Hold Harmless. The Union will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District as a result of any action taken pursuant to the provisions of this article. The Union and the District each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error.

ARTICLE 4 - UNION BUSINESS

4.1 Stewards. Activities by a job steward shall not interfere with his/her normal duties or the performance of other employees. The job steward shall be a regular full-time employee who shall, in addition to his/her regularly assigned work, perform the duties set forth herein, as long as such may be accomplished outside their normal work hours and without disruption or interference with the work of others.

- To bring to the attention of the Employer or the Union, or both, any alleged infraction of the terms and conditions of this Agreement.
- To investigate conditions or employee grievances under this Agreement.

- To make a good faith effort resolve individual employee grievances as they may arise by working in cooperation with the Employer and his/her immediate supervisor.

The Union shall notify the Employer in writing of the appointment of any job stewards.

4.2 Access. Any authorized representative of the Union will have the right to visit work sites for the purpose of administering this Agreement whenever proper notice is given to the General Manager and approval is granted. Authorized visits shall not disrupt or interfere with any work of the District.

4.3 Bulletin Board. The District agrees to furnish suitable bulletin board space in the main office to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board. Postings shall not contain any derogatory material regarding the District, its elected officers, or management staff.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Work Schedule. To the extent consistent with operating requirements and the needs of the District's water users, a basic work day will consist of eight (8) or ten (10) working hours. Any combination or split duty assignment of work hours performed between 12:01 a.m. and 12:00 p.m. shall be considered as hours worked per day. The employee's work schedule will only be changed with a 30-day notice unless an emergency occurs.

5.2 Meal and Rest Periods. Except as otherwise provided for, all employees shall be granted an uncompensated meal period during each full work shift. To the extent consistent with operating requirements of the District, meal periods shall not be less than 30 minutes and shall be scheduled at or near the middle of a full work shift.

Employees shall be entitled to a mid-morning and mid-afternoon rest period of 15 minutes away from normal job duties.

5.3 Overtime. Employees working in excess of 40 hours in any one workweek shall receive time and one-half for all hours worked over 40.

5.4 Status of Article. Nothing in this Agreement shall constitute a guarantee of any number of hours work or pay per day or per week. Employees shall be compensated for time actually worked.

5.5 On-Call. Any on-call status that is required by the District will be shared by employees that are qualified to respond to District emergencies unless there are qualified volunteers. If more than one volunteer, the assignments will be shared equitably. The Operations Manager will be responsible for developing the on-call schedule.

ARTICLE 6 - LEAVE OF ABSENCE

6.1 Criteria and Procedure. A leave of absence may be granted to a regular employee on an individual basis at the District's discretion. The length of leave may vary, but may not be granted for more than one year. While the purpose of a leave of absence is to provide for return of the employee to the organization, re-employment is subject to staffing needs at the time of return. However, the returning employee shall be offered the first position available, if still qualified. In the event a need arises to fill the position vacated by the person on leave, the District will first give the employee the opportunity to return before filling the position. In such instance, the employee will be given at least 72 hours' notice of the need for their return.

All applications for leave of absence must be made in writing and the terms of the leave shall be acknowledged in writing and shall protect the employee's seniority status, except that seniority will not continue to accrue during a leave period. The Union shall be notified by the District when an employee is granted a leave of absence.

Any employee who is granted a leave of absence without pay under his section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence, shall be considered as having resigned his/her position with the District as of the commencement of the leave of absence.

Employees on leave without pay, for any reason, shall not accrue any benefits unless otherwise specified in this agreement.

6.2 Jury Duty/Witness. Employees shall not suffer any time-loss for time spent on jury duty or as a subpoenaed witness for a matter related to their District duties. If the employee is released from duty early, they will return to work.

6.3 Military Leave. Military leave shall be granted in accordance with State and Federal guidelines.

ARTICLE 7 - DISCIPLINE

7.1 Standard. No employee shall be disciplined or discharged except for just cause. Oral warnings are not considered to be discipline and may not be protested through the grievance procedure.

7.2 Probationary Employee. This article shall not apply to any employee on probation.

7.3 Due Process. In the event the District believes an employee may be subject to discipline greater than a written reprimand/warning, the following procedural due process shall be followed:

- The employee shall be notified of the charges or allegations that may subject them to discipline.
- The employee shall be notified of the disciplinary sanctions being considered.
- The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing.

7.4 Just Cause Guidelines. For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- The rule or managerial order must be reasonably related to the orderly, efficient and safe operation of the District's business.
- It must be determined that the employee is guilty of the alleged misconduct or act.
- The District's investigation must be conducted fairly and objectively.
- The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operation.
- The employee's past employment record shall be considered, if appropriate, based on the severity of the act.
- The District's rules, orders and penalties must be applied evenhandedly and without discrimination.

7.5 Imposition. If the District Manager or other supervisor has reason to discipline or verbally warn an employee, he/she shall make reasonable efforts to impose such action in a manner that will not unduly embarrass the employee before other employees or the public.

ARTICLE 8 - PROBATIONARY PERIOD

Every employee hired into the bargaining unit shall serve a probationary period of one (1) year. The Union recognizes the right of the District to terminate or discipline probationary employees for any reason, with or without cause, and any such action shall not constitute a violation of this contract, and shall not be subject to the grievance procedure.

The probationary period shall be used to train employees and keep them informed of their progress throughout this period of employment. In the event the District takes action to terminate or discipline a probationary employee the employee will be given written notice of such action.

ARTICLE 9 - STRIKES

9.1 Prohibition. The Union and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, or any other interference with or restrictions of work, at any location during the term of this contract.

9.2 No Lockout. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 Process. Any dispute which may arise between the parties regarding the application or interpretation of this agreement shall be settled as set forth below:

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

Step 2: If the grievance remains unsettled, the Union may, within 10 working days after the reply of the immediate supervisor is due, submit written notice to the District Manager including:

- A statement of the grievance and relevant facts;
- Provisions of the agreement alleged to be violated; and

- The remedies sought.

The District Manager shall respond to the employee within 10 working days.

Step 3: If the grievance still remains unsettled, the Union may, within 10 working days after the reply of the District Manager is due, submit the grievance to arbitration. The Union shall request a list of seven (7) arbitrators from the Oregon Employment Relations Board within this time frame.

Within 10 days of the receipt of the list of arbitrators, the parties will select an arbitrator from the list by alternately striking the names. The Union shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but he/she shall have no power to alter, modify, add to, or subtract from the terms of this Agreement. His decision shall be within the scope and terms of the Agreement and in writing. The arbitrator shall be asked to submit his/her award within 30 calendar days from the date of the hearing.

10.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- If the grievant or the Union fails to respond in a timely fashion, the grievance may be pursued to the District Manager, but shall not be subject to arbitration. The decision of the District Manager shall be final and binding.
- If the District, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

ARTICLE 11 - HOLIDAYS

The following shall be recognized as holidays:

New Year's Day	Labor Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
July Fourth	Christmas Day

District offices will generally be closed on the above-referenced days. Employees not scheduled to work on the above referenced days will be paid for the day with their accrued paid leave. In the event accrued paid leave hours are exhausted, the employee will be placed on leave without pay. The District, at its discretion, may designate additional days as holidays. When an additional holiday is designated the same compensation principle will apply as set out herein.

Holiday Work – Whenever an employee is required to work on any of the above-referenced holidays, the employee will receive time and one-half for all hours worked and will not be required to utilize paid leave day.

At the option of the employee, the employee may elect to trade Veteran's day for the Day after Thanksgiving as a holiday. In cases of such a trade, the time-and-one-half provision of this article will not apply.

ARTICLE 12 - PAID LEAVE

12.1 Accrual. After six (6) consecutive months of full time service, employees will accumulate annual paid leave benefits as follows:

- a. 6 months to 6 years – 17.5 hours per month
- b. 6 years to 12 years – 21.5 hours per month
- c. 12 years plus – 25.5 hours per month

12.2 Scheduled Utilization. Whenever possible requests for scheduled paid leave should be submitted in writing ten (10) days in advance of the period requested. Requests must be approved by the District Manager.

12.3 Unscheduled Utilization. Leave will be allowed with prior notification to and approval of the manager, to cover an illness or injury. Leave may be used consistent with family leave provisions of State and Federal law and this section.

Employees are required to report any unscheduled absence to their immediate supervisor at least a half-hour prior to the start of their shift.

In conjunction with the above leave benefits, the District maintains the continued right to expect good attendance from employees. Unscheduled absences associated with illness or injury will be scrutinized to maintain good attendance. The District reserves the right to apply corrective and progressive discipline in its efforts to maintain good attendance.

Leave will be allowed with prior notification to the Manager to cover medical appointments of up to four (4) hours

12.4 Maximum Accrual. Total accrued paid leave will not exceed 35 days.

12.5 Payment. Cash payment in lieu of paid leave time off is not permitted.

12.6 Payoff. If an employee is laid off, resigns or terminated, the employee will be paid for all accrued paid leave time. In the event of death, the employee's heirs will receive the payment for accrued paid leave.

12.7 Compassionate Leave. In addition to regular paid leave, an employee shall be granted up to three (3) days leave of absence with full pay, per occurrence, in the event of death in the immediate family.

ARTICLE 13 - GENERAL PROVISIONS

13.1 Existing Conditions. Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union

and the execution of this Agreement. The benefits provided by this Agreement shall be exclusive and shall be in lieu of all economic or related benefits or practices heretofore provided or followed by the District. However, nothing in this Agreement shall be construed to prohibit or limit the right of the District to pay an employee at a rate higher than the rates specified herein. Whenever any work rules or conditions are changed or new work rules or conditions are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days. It is understood that no condition or work rule will be changed or adopted which would conflict with a specific provision of this Agreement.

13.2 Work Rules. The parties jointly recognize that as elected officials the Board of Directors of the District is directly responsible to the members of the District for performance of the functions and services performed by the District. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the Board of Directors of the district must retain board authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, existing or future. All work rules which have been or shall be reduced to writing will be furnished to the Union and to affected employees.

13.3 Job Openings. When a job opening occurs in the bargaining unit, the District will post the opening on the bulletin board for a minimum of two (2) days to solicit interest from current employees. In the event an employee is unable to apply within the two (2) days because of his/her absence, the District will postpone the consideration of any outside applications for up to ten (10) days to determine the interest of current employees. If a current employee/s applies for the position, the District may consider them before considering any outside applications.

13.4 Seniority. Seniority shall be established from the last date of hire and continue to accrue during all paid time as a regular full time employee in the bargaining unit.

In the event two (2) or more employees are hired on the same date, seniority ranking shall be determined by the flip of a coin.

Seniority shall be terminated if an employee:

- Resigns.
- Is discharged.
- Is laid off and fails to respond to written notice as provided in this article.
- Is laid off work for a period of time greater than one (1) year.
- Is retired.

13.5 Layoff. Layoffs in the work force shall be determined on the basis of the needs of the District as determined solely by the District Manager. Whenever a layoff occurs, employees will be laid off by seniority in the classification so designated by the District. Seniority will be

determined as specified in section 4 above. Employees working the BPA contract shall be considered a separate classification for the purposes of this section and 13.6.

13.6 Recall. Any employee who is laid off will remain on the recall list and be eligible for recall for one (1) year. Employees will be recalled in the reverse order of their layoff in the classification they were laid off from.

13.7 Prescription Drugs. Employees shall report to the District Manager any use of prescription drugs that may have side effects that would create an impairment.

ARTICLE 14 - INSURANCE

The District will provide medical and dental benefits for all regular full-time employees of the District that are substantially comparable to the benefits in effect as of January 1, 2014, or as mutually agreed by the parties. Employees are eligible for the insurance benefit described above on the 1st of the month following 60 days of employment.

Effective June 1, 2014, the District and the employee will share the premium cost for employee only insurance coverage as follows:

- District covers 95% of premiums
- Employee covers 5% of premiums

The current employee that is provided dependent coverage will be grandfathered for the dependent benefit as follows:

Jim Ball – Dependent benefits will only be provided if provided by the BPA contract. Should the BPA contract cease to provide benefits, the District and the Union will meet to bargain the impacts of the change per ORS243.698.

The above-referenced contributions will be made on employees that work or receive at least 80 paid hours of work or leave in the previous month.

The parties will review insurance plans each year to determine if other alternatives are available that would be more cost-effective for employees and the District.

Employees are responsible for paying the premiums for long term disability.

ARTICLE 15 - COMPENSATION

15.1 Wages. Employees shall be paid in accordance with the salary schedule attached hereto and titled Appendix A.

Except for the increase provided at 6 months after date of hire, employees will only be eligible for a wage increase on January of each year. For the term of this agreement, non-probationary employees will receive a two percent (2%) increase to their hourly rate as of January 1 of each year.

The District may, at its discretion, provide additional compensation to employees during the calendar year upon recommendation of the Administrative or Operations Manager to the Board.

15.2 On Call. Employees required to be on call will be compensated \$20 per shift. Employees who are assigned to on call status shall remain within a reasonable response time radius to the District. Additional employees who are required to be in the reasonable response time radius are also eligible for on-call compensation.

ARTICLE 16 - SAVINGS CLAUSE

Should any portion of this contract be held contrary to law by a court of competent jurisdiction, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

ARTICLE 17 - TERM OF AGREEMENT

This agreement shall be effective January 1, 2017 and shall continue in effect through December 31, 2019. The agreement shall automatically be renewed from year to year thereafter unless one of the parties notifies the other of their intent to negotiate a successor agreement by June 30 of the expiring year of the agreement.

EXECUTION OF AGREEMENT

This agreement is executed on this the ____ day of January 2017.

For the District


Chairman

For the Union


Lisa Baum


Ben Svatosky



Amy Marvin
AFSCME Council Representative

APPENDIX A

Office Manager

<u>Entry</u>	<u>End</u>
\$13.30	\$19.74

Laborer

<u>Entry</u>	<u>End</u>
\$13.50	\$15.92

Irrigation Systems Operator

<u>Entry</u>	<u>End</u>
\$15.00	\$22.00

New employees will receive a 6% salary increase on their six (6) month anniversary date. Thereafter, the probationary employee will be eligible for a cost-of-living increase on the January after they complete probation.

Employees covered by the BPA contract will only receive salary increases as provided by the BPA.

Employees that select additional dependent or family medical coverage may have their hourly rate reduced by \$2 an hour to cover a portion of the additional cost. Under this condition, the District will contribute \$400 per month on behalf of the employee to the District's provider.