

OLWS/AFSCME 2023 Bargaining – Unanimously Recommended Tentative Agreement
5/24/23



AGREEMENT

BETWEEN

OAK LODGE WATER SERVICES AUTHORITY

AND

AFSCME LOCAL 350-10

EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2026

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PREAMBLE

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

ARTICLE 1. DEFINITIONS

1.1 CONFIDENTIAL EMPLOYEE

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

1.2 EMERGENCY

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

1.3 SUPERVISORY EMPLOYEE

As defined in Oregon Revised Statute 243.650, Paragraph (23). “Supervisory employee” means any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

1.4 TEMPORARY EMPLOYEE

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

1.5 REGULAR EMPLOYEE

A regular employee is an employee who has successfully completed their initial probationary period and regularly works an average of at least 40 hours per week.

1.6 REGULAR PART-TIME EMPLOYEE

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

1.7 SHOP STEWARDS

Employees selected by the Union to act as Union representatives shall be known as “stewards.” The Union will notify OLWS in writing of its stewards.

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1.8 INITIAL PROBATIONARY PERIOD EMPLOYEES

For new hires, the initial probationary period shall be defined as twelve (12) months from the date of hire. Initial probationary period employees are represented by the Union but under “at will” status with no grievance rights under this Agreement.

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

1.9 PROBATIONARY PERIOD FOLLOWING ACCEPTANCE OF ANOTHER POSITION

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

1.10 BASE RATE OF PAY

The employee’s then-current straight-time hourly rate of pay listed on Appendix A of this Agreement including any mid-term adjustments.

ARTICLE 2. RECOGNITION

2.1 OLWS recognizes the Union as the sole and exclusive bargaining agent for the purposes of negotiation with OLWS for all regular and probationary part-time and full-time employees at OLWS, excluding confidential, supervisory, temporary and managerial employees.

ARTICLE 3. UNION SECURITY AND CHECK-OFF

3.1 All employees covered by the terms and conditions of this Agreement shall have the voluntary choice of whether to become members of the Union. OLWS agrees to deduct dues in an amount determined by the Union from the wages of each employee covered by Article 2 of this agreement who chooses to become a member of the Union and provides written, signed authorization to deduct dues to the Union. The Union will provide a courtesy copy of all such authorizations to OLWS. OLWS agrees to deposit the total amount deducted from all members into an established account designated by the Union, on a monthly basis.

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

3.3 Employees terminating employment with OLWS with less than ten (10) working days in any calendar month will not be subject to dues deduction.

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3.4 Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership; however, there shall be a five (5) day window period each year during which the employee may drop their membership without penalty by contacting the Union. The five-day window period shall commence on August 1 of each year.

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

3.6 The Union agrees to indemnify and hold OLWS harmless against any and all claims, demands, costs, suits, orders, judgments or other forms of costs or liability that may arise by reason of any action taken or not taken by OLWS for the purposes of complying with any of the provisions of this Article 3, including OLWS's reasonable out-of-pocket expenses and reasonable attorney's fees.

3.7 OLWS will furnish to the Union the names and relevant information for current and new bargaining unit members in accordance with applicable law.

ARTICLE 4. PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY

4.1 OLWS agrees to make payroll deductions from the pay of those employees who request, in writing to OLWS, to deduct from their earnings regular payroll deductions in such amounts authorized by the employees to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.

4.2 OLWS shall remit the aggregate deductions of all employees, together with an itemized statement showing the name of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75.

4.3 All PEOPLE Contributions shall be voluntary and may be revoked at any time by giving written notice to the UNION and OLWS. It is expressly understood that PEOPLE contributions are not required as a condition of employment.

4.4 The Union agrees to indemnify and hold OLWS harmless against any and all claims, demands, costs, suits, orders, judgments or other forms of costs or liability that may arise by reason of any action taken or not taken by OLWS for the purposes of complying with any of the provisions of this Article 4, including OLWS's reasonable out-of-pocket expenses and reasonable attorney's fees.

ARTICLE 5. HOURS OF WORK

5.1 REGULAR HOURS

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

5.2 WORKWEEK

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

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

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

- 5.2.1 4-10 work schedule, which shall consist of four (4) consecutive calendar days of ten (10) work hours each;
- 5.2.2 9/80 work schedule, which over the course of a two-week period shall consist of a Monday through Thursday work schedule of nine (9) work hours each day, followed by an eight (8) hour workday on the first Friday, with the second Friday off work.
- 5.2.3 A unique, personalized work schedule.

OLWS retains the discretion to revert back to a 5-8 work schedule consistent with Section 5.2, based on operational need.

5.3 WORKDAY AND WORK SCHEDULES

All employees shall be scheduled to work on a regular work shift, and each work shift shall have regular starting and quitting times except as modified pursuant to Section 5.2 and 5.4 of this Article. OLWS will notify employees in writing of any permanent changes to work schedules, shift or station assignments seven (7) calendar days prior to change.

5.4 FLEXIBLE SCHEDULING

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

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

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5.4.3 Requests approved under this section will not entitle an employee to daily overtime under Article 12.9.1.

5.5 REST PERIODS

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

5.6 MEAL PERIODS

OLWS must provide, and all employees must take, a one-half (1/2) hour unpaid meal period each shift. Employees in Administration shall be provided an unpaid lunch period of one (1) hour and employees in Operations shall be provided an unpaid lunch period of one-half (1/2) hour. Whenever possible, such meal period shall be scheduled in the middle of the shift. OLWS will provide a method to track any missed meal period on the timekeeping system to ensure the employee will be paid for that time worked. OLWS shall permit any employee who is requested to and does work more than two (2) hours beyond their regular quitting time, an additional one-half (1/2) unpaid hour off for their meal period.

5.7 COMBINING REST AND MEAL PERIODS

Employees may combine the paid rest periods and unpaid meal periods provided in Sections 5.5 and 5.6 of this Article with advance management approval.

5.8 CLEANUP FACILITIES

OLWS shall provide the required cleanup facilities for the employees' cleanup.

5.9 EMERGENCIES

This Article may be deviated from during times of emergency.

ARTICLE 6. HOLIDAYS

6.1 HOLIDAYS

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

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)

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- Veteran’s Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving (Fourth Friday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)

6.2 WEEKEND EMPLOYEES

For employees regularly scheduled to work on weekend day(s), the following provisions apply with respect to the actual holiday date listed above:

6.2.1 HOLIDAY PAY

Regular and probationary full-time employees shall receive holiday pay in an amount equal to the numbers of hours in the employee’s regularly scheduled shift for each of the holidays listed above on which they perform no work.

6istriRegular and probationary part-time employees shall receive prorated holiday pay based on their regular weekly work schedule.

6.2.2 WEEKEND HOLIDAYS

If a holiday falls on an employee’s day off, he or she will be allowed a compensating amount of time off, in the amount of hours in the employee’s regularly scheduled shift

6.2.3 HOLIDAY DURING LEAVE

If a holiday occurs during an employee’s vacation or other authorized paid leave, the employee shall not be charged for vacation or other authorized paid leave for that holiday, but shall be recorded as having used the time as the designated paid holiday, in the amount of hours in the employee’s regularly scheduled shift. Employees who are on unpaid leave of absence shall not be entitled to holiday pay for holidays which occur during their unpaid leaves.

6.2.4 HOLIDAY WORK

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

6.3 WEEKDAY EMPLOYEES

For employees regularly scheduled to work only during weekdays, the following provisions apply:

6.3.1 Whenever a holiday recognized in Article 6.1 falls on a Saturday, OLWS observes the holiday on the preceding Friday; whenever a holiday recognized in Article 6.1 falls on a Sunday, OLWS observes the holiday on the following Monday. This paragraph does not apply to Christmas Eve and Christmas Day.

6.3.2 In the event Christmas Day falls on a Saturday, Christmas Eve and Christmas Day are observed on the preceding Thursday and Friday, respectively. In the event Christmas Eve falls on a

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Sunday, Christmas Eve and Christmas Day are observed the following Monday and Tuesday, respectively. In the event Christmas Eve falls on a Saturday and Christmas Day falls on a Sunday, Christmas Eve is observed the preceding Friday and Christmas Day is observed the following Monday.

6.3.3 For employees regularly scheduled to work only during weekdays, the provisions of this Article 6.2.1 through 6.2.4 and Article 12.15.3 apply only to observed holidays.

6.4 HOLIDAY CLOSURE

OLWS is closed to the public on the observed holidays described in Section 6.1 of this Article.

ARTICLE 7. SICK LEAVE

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

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

ARTICLE 8. VACATION LEAVE

8.1 ACCRUAL

All employees shall accrue vacation time in the amounts shown in the table below up to a limit of four hundred (400) hours. Newly hired employees are eligible to use accrued vacation leave after completion of three months of service. Partial months of service will be prorated based upon the employee's time in continuous service at the time the partial month is calculated. Prorated vacation accruals will be posted twice per month and shall become available for use at that time. Part-time employees shall receive prorated total vacation leave accrual amounts based on their regular work schedule (for example, a 0.5 full time equivalent employee with 40 months of completed service shall receive 60 hours of annual vacation accruals).

Full Time Service	Annual Accrual
Hire thru 35 months	96.00 hours
36 thru 71 months	120.00 hours
72 thru 143 months	144.00 hours
144 thru 167 months	156.00 hours
168 thru 239 months	180.00 hours
240 months or more	204.00 hours

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

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8.2 VACATION TIMES

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

8.3 TERMINATION OR DEATH

Upon separation of employment with OLWS, an employee will be paid the value of any accrued unused vacation at the employee's base rate of pay. In the event of the death of an employee, such payment will be paid to the employee's heirs in accordance with applicable law.

8.4 VACATION CASH OUT

Employees may elect to "cash out" up to forty (40) hours of accrued unused vacation leave per fiscal year (July 1 to June 30). To be eligible for a vacation cash out, the requesting employee must have the accrued unused vacation leave available, must make the request in writing to the Human Resources Manager and must have used at least forty (40) hours of vacation leave during the same fiscal year in which the request is made. Cashed out vacation will be paid at 85% of the value of the employee's base rate of pay.

ARTICLE 9. OTHER LEAVES

9.1 JURY DUTY

Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service in lieu of jury fees. All jury fees shall either be refused or shall be tendered to OLWS. A written statement from the court having jurisdiction as proof of jury fee refusal may be required. If an employee is excused or dismissed prior to noon, they shall report for work and shall not receive additional jury duty pay from OLWS.

9.2 MILITARY AND OTHER SERVICE LEAVES

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

9.3 BEREAVEMENT LEAVE

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Exclusive of regular sick leave, an employee shall be granted not more than three (3) work days leave of absence with full pay in event of the death of a member of the employee's immediate family, for the purpose of making household adjustments and/or to attend the funeral. Immediate family is defined as the following relatives of the employee: spouse or spousal equivalent, same-gender domestic partner, biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner's parent, grandparent, grandchild, sibling and any relative living in the employee's immediate household. Spousal equivalent is defined as a person living in a committed co-habitational relationship where both parties share responsibilities for finances and other major decisions, with a duration of at least one year. The use of bereavement leave must be used within 90 days of the death of the family member, unless approved otherwise by the General Manager or Human Resources Manager. Employees must request the use of bereavement leave in writing to the Human Resources Manager, and the employee may be required to provide verification of the need to use bereavement leave. A request to use bereavement leave for the death of an individual outside of the immediate family is subject to approval by the General Manager or Human Resources Manager. Consistent with the needs of OLWS and as approved by the General Manager or Human Resources Manager, an employee shall be granted not more than three (3) hours of bereavement leave to attend the funeral or memorial services for a current District employee or District retiree. In addition to the above provisions, OLWS will comply with any and all applicable law concerning the use of bereavement leave.

9.4 OTHER LEGALLY MANDATED LEAVES

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

ARTICLE 10. HEALTH AND WELFARE

10.1 MEDICAL/DRUG, VISION AND DENTAL COVERAGE

OLWS agrees to offer group medical/drug and vision insurance for all full-time employees and their eligible family members using a tiered rate structure. OLWS agrees to pay 95% of the benefit year premium cost for medical/drug and vision coverage for the SDIS Regence Blue IIA Classic and Kaiser KP Platinum plans or the closest available equivalent plan. Employees are responsible for payment of 5% of the total medical insurance premium.

9istrictOLWS agrees to offer group dental insurance for all full-time employees and their eligible family members. OLWS agrees to pay 95% of the benefit year premium cost for dental coverage. Employees are responsible for payment of 5% of the total dental insurance premium.

If during the term of this agreement OLWS's total premium contribution for medical/drug and vision insurance plan and/or dental plan increases by more than 6% from the previous plan year, any increases over 6% will be shared 50% by the employee and 50% by OLWS for the remainder of the plan year.

Employees authorize OLWS to automatically deduct the employee contribution amounts from their pay.

10.2 OPT-OUT

OLWS will offer a medical/dental/vision insurance opt-out payment in the amount of \$500 per month, subject to applicable taxes and withholdings, for regular employees who voluntarily choose to opt-out of OLWS medical/dental/vision insurance plan and who meet the following conditions. To be entitled to

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receive the opt out payment, the eligible employee must notify OLWS in writing of their choice to opt-out during the open enrollment period for OLWS provided medical/dental/vision insurance plan. In addition, before the close of the open enrollment period, the eligible employee must provide OLWS with information in writing certifying that the employee and the employee's spouse and dependents have valid health insurance coverage other than individual market coverage. For eligible employees who meet these conditions, the opt-out selection and payment will generally continue for the 12-month period of coverage of OLWS medical/dental/vision insurance plan. The employee opt-out selection and payment will automatically expire after twelve months unless the eligible employee renews the opt-out selection pursuant to the process described in this paragraph at the beginning of the next District medical/dental/vision plan year.

10.3 LIFE INSURANCE

OLWS agrees to provide life insurance coverage to full-time employees and pay the full premium amount for life insurance coverage with a face value of at least \$10,000.

10.4 DISABILITY INCOME INSURANCE

OLWS agrees to provide Short Term and Long Term Disability insurance coverage to eligible employees.

10.5 EMPLOYEE ELIGIBILITY

Subject to the provisions of any governing plan document, full-time employees for purposes of this Article are those employees regularly working thirty (30) or more hours per week.

10.6 BENEFITS FOR REGULAR PART-TIME EMPLOYEES

Regular part-time employees working at least twenty (20) hours per week shall be entitled to participate in OLWS's medical/drug and vision insurance plan as described in Section 10.1 on a pro-rated basis, and shall be entitled to purchase dental insurance as described in Section 10.1.

10.7 BENEFITS WAITING PERIOD AND TERMS

The benefits described in this Article are subject to all terms and conditions contained in the plan document governing each benefit plan, including but not limited to any applicable benefits waiting periods.

10.8 BENEFITS REVIEW COMMITTEE

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

10.9 CONTINUATION OF PREMIUM PAYMENTS

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Eligible employees will continue to receive OLWS's contribution to medical and dental coverage and other benefits while they are on approved leave if they were eligible for benefits immediately prior to the approved leave.

ARTICLE 11. WORKERS' COMPENSATION

11.1 COVERAGE

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

11.2 REPORTING

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

11.3 EARLY RETURN TO WORK

OLWS and its employees agree that the principle of early return to work following any injuries that arise out of and occur in the course and scope of their work for OLWS in which the loss occurs provides mutual benefit. OLWS agrees to make temporary/transitional work available to such employees whenever possible, subject to the needs of OLWS and pursuant to OLWS's Workers' Compensation and Return-To-Work Policy and applicable law.

ARTICLE 12. WAGES

12.1 WAGES AND CLASSIFICATION SCHEDULE

12.1.1 WAGE SCALE

Each employee will be paid in accordance with the wage scale attached as Appendix A.

12.1.2 PLACEMENT ON WAGE SCALE

Normally a newly hired employee will be appointed at the entrance rate for the class unless the employee's qualifications as determined by OLWS would support appointment at a higher step. Current employees promoting to a new classification with a higher pay rate will be placed on the wage scale at the step level corresponding to a wage increase.

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12.1.3 COST OF LIVING ADJUSTMENT

All positions may receive wage adjustments in accordance with this subsection. Effective the first pay period following July 1, 2023, the wage scale in effect on the preceding June 30 shall be increased in the amount of 8.0%. Effective the first pay period following July 1, 2024 and July 1, 2025, the wage scale in effect on the preceding June 30 shall be adjusted in an amount equal to the percentage change in the US Consumer Price Index, CPI-W: Urban Wage Earners, West – Size Class A, with a minimum increase of 1.0% and a maximum increase of 5.0%. The change in the CPI-W is calculated by comparing the six-month period (July through December) of the applicable year's available data to the same six-month period of the previous year.

12.1.4 NEW POSITIONS

When any new classification covered by Article 2 – Recognition that is not listed on the wage schedule is established, OLWS shall designate a pay range for the position. In the event that the Union disagrees with the range, the Union and OLWS shall open negotiations to establish a pay range for the classification based upon qualifications, skill, and experience required, and market conditions. In the event OLWS considers it necessary to fill the position before negotiations have been completed, the Union agrees that OLWS may implement its proposed wage increase, provided any final wage agreed upon will be made retroactive to the employee's date of hire into the new classification.

12.2 PROGRESSION THROUGH PAY RANGE AND CERTIFICATIONS

12.2.1 STEP AND CLASSIFICATION INCREASES

12.2.1.1 STEP INCREASES

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

A fully qualified, experienced, and conscientious employee in good standing may expect to advance to the following step after completion of one (1) year of satisfactory service in the employee's current step, and upon written recommendation of the Employee's Supervisor, up to the classification maximum.

A step increase will not be denied for job performance-based reasons unless prior notice of a problem has been given at least thirty (30) calendar days prior to the employee's anniversary. Such notice shall include documentation concerning needed areas of improvement.

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

12.2.1.2 CLASSIFICATION INCREASES

A fully qualified, experienced and conscientious employee in good standing may expect to advance from Administrative Specialist I to Administrative Specialist II after the completion of one (1) year of satisfactory service in the highest step of the Administrative Specialist I classification and upon written recommendation of the Employee’s Supervisor.

12.2.2 CERTIFICATION REQUIREMENTS

12.2.2.1 **[COMMENT: THIS PARAGRAPH MOVED UP FROM BELOW, CHANGES TO CCL TRACKED]**

Employees hired into or transferred into the position of Plant Operator I or Utility Worker I must obtain and maintain the Level 1 certification appropriate to their assigned Division. Water Division employees must obtain and maintain an Oregon Health Authority Drinking Water Systems (Distribution) Certification, Level 1. Sanitary Division employees must obtain and maintain Oregon Department of Environmental Quality Wastewater Systems Certifications (Treatment for Plant Operators, Collections for Sanitary Utility Workers), Level 1. Employees who fail to obtain the required Level 1 certification within two (2) years of the employee’s hire date may be terminated for cause. Current employees in such positions who lose their Level 1 certification must reobtain the Level 1 certification within twelve (12) months of the date of loss, and if the employee fails to do so they may be terminated for cause.

12.2.2.2 **[COMMENT: MOVED BELOW]**

12.2.3 CERTIFICATION PREMIUM PAY

Employees in the classifications of Plant Operator and Utility Worker are eligible for certification premium pay if they obtain and maintain certification higher than level one relevant to their assigned Division. Eligibility and entitlements for certification premium pay follow:

Position	Assigned Division	Certification Type and Level	Certification Premium Pay per hour worked
Utility Worker	Water	OHA 2 (Treatment)	\$0.50
Utility Worker	Water	OHA 3 (Treatment)	\$1.00
Utility Worker	Water	OHA 4 (Treatment)	\$3.62
Utility Worker	Sanitary	DEQ 2 (Collections)	\$0.50
Utility Worker	Sanitary	DEQ 3 (Collections)	\$1.00

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Utility Worker	Sanitary	DEQ 4 (Collections)	\$3.62
Plant Operator	Sanitary	DEQ 2 (Treatment)	\$0.50
Plant Operator	Sanitary	DEQ 3 (Treatment)	\$1.00
Plant Operator	Sanitary	DEQ 4 (Treatment)	\$3.62

For purposes of this section, “DEQ” refers to the indicated Oregon DEQ Wastewater Systems Certification (Treatment or Collections). “OHA” refers to Oregon Health Authority Drinking Water Systems Certification (Distribution).

Certification premium pay is computed on the employee’s base rate of pay and is effective the first pay period following the receipt and submission to OLWS of the required certifications. Certification Pay will be removed if an employee loses the relevant certification and will be reestablished upon delivery of proof to OLWS the certification has been reobtained.

OLWS may instruct employees to exercise all duties permitted under the certification level held by the employee.

12.2.4 ADDITIONAL PREMIUM PAY FOR CERTIFICATIONS OUTSIDE OF ASSIGNED DIVISION

Employees in the classifications of Plant Operator, Pollution Prevention Specialist, Maintenance Mechanic, and Utility Worker are eligible for additional certification premium pay if they obtain and maintain certain certifications outside of their assigned Division. Eligibility and entitlements for additional certification premium pay follow:

Position	Assigned Division	Certification Type and Level	Certification Premium Pay
Utility Worker	Water	DEQ 3 (Treatment or Collections)	2.5%
Utility Worker	Water	DEQ 4 (Treatment or Collections)	5%
Utility Worker	Sanitary	OHA 3 or DEQ (Treatment) 3	2.5%
Utility Worker	Sanitary	OHA 4 or DEQ (Treatment) 4	5%
Plant Operator	Sanitary	OHA 3 or DEQ (Collections) 3	2.5%
Plant Operator	Sanitary	OHA 4 or DEQ (Collections) 4	5%
Pollution Prevention Specialist	NA	OHA 3 or DEQ (Treatment or Collections) 3	2.5%
Pollution Prevention Specialist	NA	OHA 4 or DEQ (Treatment or Collections) 4	5%

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Maintenance Mechanic	Sanitary	OHA 3 or DEQ (Treatment or Collections) 3	2.5%
Maintenance Mechanic	Sanitary	OHA 4 or DEQ (Treatment or Collections) 4	5%

For purposes of this section, “DEQ” refers to the indicated Oregon DEQ Wastewater Systems Certification (Treatment or Collections). “OHA” refers to Oregon Health Authority Drinking Water Systems Certification (Distribution).

In no event may an employee receive more than five percent (5%) additional certification premium pay. Additional certification premium pay is computed on the employee’s base rate of pay and is effective the first pay period following the receipt and submission to OLWS of the required certifications. Additional Certification Pay will be removed if an employee loses the relevant certification.

OLWS may instruct employees to exercise all duties permitted under the certification level held by the employee.

[COMMENT: MOVED TO REQUIREMENTS ABOVE]

12.2.5 CROSS CONNECTION PREMIUM PAY

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

12.3 LONGEVITY PAYMENT

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

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

12.4 OUT-OF-CLASS WORK

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

When an employee is assigned by their supervisor to perform the duties of a higher paid classification as described above, the employee shall receive an additional 5% of the employee's base rate of pay for the hours worked out-of-class. If an employee is assigned full time out-of-class work for a continuous period of longer than six (6) months, the employee will receive performance reviews and be eligible for step increases in accordance with Section 12.2.1.1.

12.5 PERS and OPSRP PAYMENT

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

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

12.6 REGULAR REPORTING TIME

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

12.7 ELECTRONIC REMOTE OPERATIONS

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

An employee who is called to work outside of their regular scheduled shift and volunteers to respond by means of an Electronic Remote Operation shall be paid for a minimum of one (1) hour at the rate of time and one-half (1-1/2) the employee's base rate of pay, but compensation shall not be paid twice for the same hours. If the work function necessitates that the employee physically report to a work location, the time paid under Electronic Remote Operations response will be rolled into the Call-In Time provided in Article 12.8 of the current collective bargaining agreement but, compensation shall not be paid twice for the same hour.

12.8 CALL-IN TIME

Any employee called to report to work outside of their regular scheduled shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1-1/2) the employee's base rate of pay, but compensation shall not be paid twice for the same hours. The time calculation for employees called back to work shall include portal-to-portal pay. Portal to portal time is defined as the direct travel time from an employee's home to the work site and the direct travel time from the work site back home.

12.9 OVERTIME

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

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12.9.1 All authorized work performed in excess of an employee's regular daily work schedule, or regular weekly schedule;

12.9.2 All authorized work performed fifteen (15) minutes before or after any scheduled work shift, in half (½) hour units.

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

12.10 DISTRIBUTION OF OVERTIME

OLWS and its employees agree that all overtime work shall be distributed equally among employees within the same job classification who volunteer to work overtime subject to the needs, requirements and efficiency considerations of OLWS and the nature of the work requiring overtime.

If there are no volunteers, or due to the needs, requirements, and efficiency considerations of OLWS, OLWS may assign overtime by direct selection.

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

12.11 COMPENSATORY TIME OFF

OLWS may at the request of the employee approve compensatory time off equal to one and one-half (1 ½) hours off for each hour of overtime worked in lieu of overtime pay. Employees may request and use accrued compensatory time off pursuant to the same procedures governing vacation leave, except that all employees are eligible to use accrued compensatory time upon hire with no waiting period.

The maximum allowable accumulation of compensatory time off shall be eighty (80) hours.

Upon separation of employment with OLWS, an employee will be paid the value of any accrued unused compensatory time at the employee's base rate of pay. In the event of the death of an employee, such payment will be paid to the employee's heirs in accordance with applicable law.

12.12 TRAVEL PAY

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

12.13 PAYDAY

Employees are paid on a two-week pay periods, paid every other Friday, with a one (1) week processing lag time.

12.14 ON CALL DUTY

The On Call procedure shall be as follows:

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- 12.14.1 OLWS will have at least three (3), and at its discretion, four (4) qualified personnel On Call at all times after business hours. This will include one (1) Sanitary Division Plant Operations employee with sound knowledge of the treatment plant and surrounding facility; one (1) Sanitary Division Field Operations employee with a valid CDL (Commercial Driver's License); and one (1) Water Division Field Operations employee with a valid CDL. Qualified employees who are On Call will be provided with District issued mobile devices for On Call purposes.
- 12.14.2 District Management will decide specifically which employee(s) in each job title will be assigned to take calls. These decisions shall be made fairly and equitably using work and skill related factors.
- 12.14.3 District Management will first solicit qualified volunteers to cover the On Call schedule. If there are not enough qualified volunteers available to serve when needed, OLWS will make duty assignments.
- 12.14.4 On Call status begins after the completion of the employee's workday and continues until the employee resumes work on the employee's following scheduled workday.
- 12.14.5 Employees who participate in the On Call program are responsible for ensuring they are fit, ready, and able to perform the required work needed.
- 12.14.6 Employees who are qualified to participate will be assigned to an On Call schedule for a duration of up to seven (7) consecutive calendar days. Employees in On Call status will be required to carry a pager and/or electronic device with them at all times while scheduled to be On Call.
- 12.14.7 Employees who are called into work are expected to make every reasonable effort to respond as quickly as possible. In the event the matter cannot be addressed remotely, employees who are in On Call status will be expected to respond by reporting on site immediately after they conclude the incident cannot be resolved remotely. If an employee is unable to respond immediately due to circumstances beyond their control, the employee's supervisor must be immediately contacted and informed of the delay in response.
- 12.14.8 Employees who are qualified and scheduled to be On Call are responsible for their schedule. Should circumstances arise where the employee must shift or change their On Call schedule, the employee will be responsible for notifying the Field Operations Manager or Treatment Operations Supervisor, and C-COM.

12.15 ON CALL COMPENSATION

On Call compensation shall be as follows:

- 12.15.1 OLWS will pay 1.5 hours of compensation pay per day or compensatory time-off for each day the employee is in On Call status during a regularly scheduled workday.
- 12.15.2 An employee on a 9/80 schedule will receive 1.5 hours of compensation pay or compensatory time-off for On Call Status on their alternating weekday off.
- 12.15.3 OLWS will pay a total of 3 hours of compensation pay or compensatory time-off for each day that a field operations employee is in On Call status during a day the employee is not regularly

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scheduled to work.

12.15.4 OLWS will pay 8.0 hours of compensation pay or compensatory time-off if an employee is scheduled to be in the On Call status during District recognized holidays unless that employee is working their regular scheduled shift that holiday, in which case OLWS will pay an additional 4.0 hours of compensation pay or compensatory time-off.

12.15.5 Compensation pay under this Section is calculated at the employee's base rate of pay.

12.16 NO PYRAMIDING

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

ARTICLE 13. PERSONNEL RECORDS AND INFORMATION

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

13.1.1 For the purpose of this section, "personnel file" shall refer to the formal file or files of personnel documents maintained by the Human Resources Manager.

13.1.2 Employee personnel files are protected from access by persons other than those authorized by: (1) the employee, or (2) the custodian of the file.

13.1.3 An employee or their representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or their authorized representative shall be given a copy of any materials in their personnel file. Employees are limited to one complete copy of their personnel file per year and may review their file once quarterly.

13.1.4 An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

13.1.5 The employee shall have the opportunity to submit a written statement in opposition to all derogatory materials placed into their personnel file.

13.1.6 Any document reflecting caution, consultation, warning, admonishment, and reprimand placed in an employee's personnel file shall be removed from an employee's personnel file after three (3) years upon written request of the employee, unless there is evidence in the file of repeat occurrences. If evidence of a repeat occurrence is found in the file, all related documents will be retained and removed upon the written request of the employee after three (3) years from the date the last incident occurred. Unless there is evidence of a repeat occurrence, documents older than three (3) years will not be used in disciplinary matters against the employee. Other material will be retained consistent with applicable law and regulations. No document reflecting critically on an employee shall be placed in an employee's personnel file which does not bear the signature of the employee indicating they have seen a copy of the material. If an employee

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refuses to sign, it shall be so noted by the supervisor, and if the employee so requests, a copy of the document shall be sent to the Union.

13.1.7 Documents removed from an employee's personnel file will be retained in a file maintained by the Human Resources Manager. Documents which have been removed will not be used against the employee for purposes of progressive discipline, but may be used by OLWS for the purpose of establishing compliance with legal obligations and to defend against legal claims.

ARTICLE 14. DISCIPLINE AND DISCHARGE

14.1 INVESTIGATORY INTERVIEW

An employee may request the presence of a shop steward for or during any meeting with OLWS, which is investigatory in nature, and which the employee reasonably believes could result in disciplinary action. An employee may request the presence of the Union staff representative designated in lieu of a shop steward, and OLWS shall be required to grant such request if, in OLWS's opinion, it will not unreasonably delay the meeting.

14.2 EMPLOYEES SUBJECT TO DISCIPLINARY ACTION

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

14.3 REPRIMANDS SUBJECT TO APPEAL

Any regular employee in the bargaining unit who is issued a written reprimand, demoted, suspended, or discharged shall have the right to appeal the action through the Grievance Procedure. The Union shall submit such grievance at Step I of the Grievance Procedure not later than fourteen (14) calendar days after the effective date of the disciplinary action.

14.4 MANNER OF REPRIMAND

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

14.5 PREDISMISSAL HEARING

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

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employee. The employee will also be afforded a minimum of three (3) days paid leave following issuance of the notice to prepare for the pre-dismissal hearing.

14.6 INITIAL PROBATIONARY EMPLOYEES

Initial probationary employees who have not completed their initial twelve-month probationary period with OLWS are employed “at will,” are not subject to a just cause standard for disciplinary action and shall not be afforded the opportunity to grieve any alleged violation, misapplication and/or misinterpretation of this Agreement.

ARTICLE 15. LAYOFF

15.1 NOTIFICATION

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

15.2 LAYOFF ORDER

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

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

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

15.3 EMPLOYEE OPTIONS

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

15.3.1 Accept the layoff and be placed on the recall list for their classification; or

15.3.2 Exercise bumping rights as set forth in Section 15.4, below.

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

15.4 BUMPING RIGHTS

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

The qualifications of an employee to bump shall depend upon that employee's demonstrating current possession of the required certifications, knowledge, experience and skill to meet the minimum qualifications of the position prior to bumping. OLWS reserves the right to require an employee who seeks to bump to pass a written test and demonstrate job-related skills through practical "hands on" testing. In addition, bumping employees must demonstrate the ability to perform on the job at a satisfactory level of performance within thirty (30) working days of placement in that position. "Working days" shall mean actual days of work in the new position. Any employee who does not satisfactorily complete the thirty (30) working day period will retain all recall rights related to the position from which they were originally laid off as well as recall rights to other positions as described in Section 15.6, below.

For bumping purposes, bargaining unit seniority shall apply.

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

Employees who are left with no position to bump into as provided above, shall be laid off from employment and shall be eligible for recall per Section 15.5, below.

15.5 RECALL

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

Recall shall be on the basis of classification seniority as defined in Article 21 - Seniority. If it is found that two (2) or more employees within the same classification have equal classification seniority, the tie shall be broken by continuous bargaining unit seniority. If both classification and bargaining unit seniority are equal, the tie shall be broken by drawing lots. In the event there are no employees on the recall list in the position to be recalled, employees on the recall list may be recalled to different positions in the same or lower pay rate in order of bargaining unit seniority, as described in Section 15.6, below.

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

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

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

15.6 RECALL TO OTHER CLASSIFICATIONS

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

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

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

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

ARTICLE 16. SETTLEMENT OF DISPUTES

16.1 GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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issue. If the issue remains unresolved, the immediate supervisor shall respond to the Union representative within fourteen (14) calendar days of the meeting.

When the issue raised is whether a regular employee was suspended, demoted or terminated in violation of the Agreement or the issue is one of contract interpretation, the requirement that the issue be informally discussed with the immediate supervisor may be waived in writing. In such event, the Union must file a grievance at Step II of the grievance procedure within fourteen (14) calendar days of the occurrence or the date the employee knew or should have known of the occurrence of the violation, whichever occurs later.

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

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

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

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

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

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

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16.2 MEDIATION

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

16.3 CLASS ACTION GRIEVANCE

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

16.4 PROCESSING GRIEVANCES

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

16.5 TIMELINES

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

ARTICLE 17. CONTRACT WORK

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

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

ARTICLE 18. GENERAL PROVISIONS

18.1 NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, sex, marital status, race, color, religion, disability, national origin, gender, sexual orientation, gender identity, genetic information, status as a covered veteran, political affiliation or other protected status or protected activity in accordance with applicable law. The Union shall share equally with OLWS the responsibility for applying this provision of the Agreement.

OLWS agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by OLWS or any District representative against any employee because of Union membership or because of any employee activity in an official

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capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of District operations in serving and carrying out its responsibility to the public.

18.2 BULLETIN BOARDS

OLWS agrees to make available space on existing bulletin boards at each staffed location of OLWS. Bulletin boards shall only be used to post information relevant to District and Union business. The Union shall limit its posting of notices and bulletins to such bulletin boards.

18.3 RULES

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

18.4 PROTECTIVE CLOTHING

18.4.1 The term “uniform” means protective apparel and accessories of a design required by OLWS to be worn by employees as a condition of employment. Ordinary work clothes are not considered uniforms when the employee has free choice of what to wear. The term “uniform” does not include any personal clothing.

18.4.2 The term “protective device and/or protective clothing” includes but is not limited to apparel, accessories, footwear, rubber boots, hard hats, gloves, ear protection, safety glasses, and any other equipment worn to protect an employee from exposure to hazards in the workplace.

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

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

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

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

18.5 POSITION VACANCIES

OLWS shall provide notices of jobs vacancies offered by OLWS for which an employee may apply. Job vacancy notices will be provided to the Union via email. Employees shall be permitted to apply for vacant positions, and vacancies shall be filled by competitive evaluation based upon knowledge, skill, ability, experience, and qualifications. The processes used to fill position vacancies shall be determined by OLWS, based upon methods of assessment and evaluation designed to elicit the information necessary from candidates to make a fair and competitively based selection. OLWS reserves the right to use whatever recruitment methods it deems appropriate to meet OLWS's needs, and to limit the recruitment to internal candidates when OLWS deems a qualified pool of prospective candidates exists. The qualifications of an employee to promote shall depend upon that employee's demonstrating current possession of the required certifications, knowledge, and skill to meet the minimum qualifications of the position prior to the promotion.

18.6 SHIFT SELECTION AND BIDDING

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

Bids will address only shifts. After the initial bidding, bidding will only occur for open positions. OLWS will post all available shifts.

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

18.7 NEGOTIATING SESSIONS

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

18.8 AGREEMENT PUBLICATION COSTS

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

18.9 JOINT LABOR MANAGEMENT COMMITTEE

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OLWS and the Union agree to the establishment of a joint labor management committee. The purpose of this committee shall be to foster positive working relationships, promote OLWS's Vision and Mission, and promote effective and harmonious discussion of issues of mutual interest to the parties. The committee shall be made up of the General Manager or designee and one other management representative for OLWS, and the local Union President or designee and one other union member representative for the Union. Upon mutual agreement of the parties, the number of members of the committee may be expanded to a total of six with each party having equal representation.

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

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

18.10 ELECTRONIC MAIL

18.10.1 Union representatives (those persons holding positions as officers within the Union) may use OLWS email system to communicate concerning collective bargaining matters in accordance with applicable law.

18.10.2 It is understood that there is no expectation of confidentiality or privacy concerning communications sent over OLWS email system, and that OLWS reserves the right to access and disclose all messages sent over OLWS email system for any purpose.

18.10.2.1 OLWS email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall include matters related to support or opposition to candidates or measures in any election (county elections, Union candidate elections, or otherwise).

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

18.11 EDUCATION REIMBURSEMENT

An employee who desires to acquire additional job-related education or training through OLWS-approved courses and programs may receive reimbursement up to the amount of \$5,000 per calendar year for part or all of the tuition, course fee, books or course materials provided all of the following conditions are met:

18.11.1 The program or course has been approved in writing and in advance by the General Manager;

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- 18.11.2 The General Manager has concluded that each course is either work-related or part of a well-documented employee development and training plan;
- 18.11.3 Each course and educational institution has been approved in writing and in advance prior to the beginning of each quarter or semester by the General Manager;
- 18.11.4 The General Manager has concluded that funds are available within the budget;
- 18.11.5 The employee must still be employed by OLWS when the course is actually completed;
- 18.11.6 The employee must successfully complete the class with a grade of at least “C,” “satisfactory,” or “pass”;
- 18.11.7 The employee provides proof of successful completion with the request for reimbursement;
- 18.11.8 The employee must agree to reimburse OLWS for all funds which they have received in the twelve (12) months immediately preceding any voluntary separation from employment, and must sign an authorization form allowing OLWS to deduct that amount from the final paycheck of the employee should it occur;
- 18.11.9 The employee must not be eligible for or receiving tuition from any other source; and
- 18.11.10 The General Manager has concluded that the course will not interfere with the employee’s regular job duties.

18.12 MEAL ALLOWANCE

Any employee required to work unexpectedly (less than twenty four (24) hours’ notice) for four (4) hours or more beyond the employee’s regularly scheduled shift for a 5/8 employee or two (2) or more hours for a 4/10 shift will be provided a meal at the expense of OLWS, or at the option of OLWS shall be reimbursed up to fifteen dollars (\$15.00) for the actual cost of the meal. If an employee works a flexible schedule, the employee will provide their own meal.

18.13 GUARANTEED RECOVERY PERIOD

Employees who are required to report to work physically between regularly scheduled shifts may elect to receive up to a full shift off work as a recovery period before being required to report back to work, except in the event of an emergency. This time will be unpaid; however, employees may elect to use accrued vacation leave or accrued compensatory time for any portion of the recovery period that overlaps with an employee’s regularly scheduled shift.

ARTICLE 19. ALCOHOL AND DRUG POLICY

19.1 POLICY STATEMENT

- 19.1.1 OLWS is committed to providing a safe work environment for all employees. As part of this commitment, OLWS has a zero-tolerance policy related to the use of, or being under the influence of, drugs and alcohol while in the workplace, except as otherwise provided herein. The term "drug" is defined in Appendix B and includes prescription drugs that might affect

performance or safety, as well as illegal inhalants and illegal drugs.

- 19.1.2 OLWS's primary concerns in having a policy addressing the use of alcohol and other drugs, is to promote a safe work environment, promote high efficiency, protect OLWS's employees and assets from injury and/or damage caused by an employee under the influence of alcohol or other drugs, and to protect OLWS from liability. OLWS believes it is important for employees to operate in a manner which reflects confidence that their fellow employees can be relied upon in any routine or emergency situation.
- 19.1.3 Furthermore, since OLWS is a public entity, OLWS has a responsibility to maintain the public trust and the public safety. OLWS is also committed to complying with all applicable laws and regulations. Therefore, OLWS not only needs a drug and alcohol testing program to meet its own responsibilities but is required in some circumstances by federal regulations to establish such a program.
- 19.1.4 The Union and OLWS agree that the safety of OLWS's employees is of paramount concern. To further this concern and develop positive approaches to employee safety and wellbeing, the Union and OLWS agree to the Alcohol and Drug Policy attached as Appendix B to this Agreement. It is the intent of this shared commitment to foster a safe workplace where employees are free of the influence of any drug or alcohol that may impair judgment, affect behavior, or reduce effectiveness under any circumstances as set forth in Appendix B.

ARTICLE 20. SAVINGS CLAUSE

20.1 Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or portion thereof, directly specified in the decisions; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

ARTICLE 21. SENIORITY

21.1 DEFINITIONS OF SENIORITY

- 21.1.1 Classification seniority will be based on total length of continuous employment with OLWS and its predecessors in the employee's current classification. If it is found that two (2) or more employees within the same classification have equal classification seniority, the tie shall be broken by continuous bargaining unit seniority. If it is found that both classification and bargaining unit seniority are equal, the tie shall be broken by drawing lots. Bargaining unit seniority shall be based on an employee's total length of continuous employment with OLWS and its predecessors in bargaining unit position(s). Seniority for part-time employees covered by the Agreement will be pro-rated based on their regular work schedules. Time spent on authorized leaves of absence will count as continuous service, irrespective of whether such time is paid or unpaid.
- 21.1.2 In the event OLWS merges with another governmental entity, employees transferred pursuant to the merger shall be credited with time spent in service with that governmental entity for purposes of both classification and bargaining unit seniority in accordance with ORS 236.610

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through 236.640.

21.2 BREAKS IN SENIORITY

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

21.2.1 Discharge of a regular employee for cause or a probationary employee “at will”;

21.2.2 Voluntary termination or retirement;

21.2.3 Expiration of the eighteen (18) month recall period:

21.2.4 Absence from work due to off-the-job illness or off-the-job injury for more than eighteen (18) months;

21.2.5 Refusal to accept a position offered through recall or failure to notify OLWS of intent to return to work pursuant to a recall notice sent by certified mail sent to the last address on District records within fourteen (14) calendar days of mailing or ten (10) calendar days of receipt, whichever occurs earlier;

21.2.6 Failure to report for work upon expiration of an authorized leave of absence or, in the case of an absence due to off-the-job injury or illness, failure to report for available work within seven (7) calendar days of receipt of a limited or full medical release to return to work;

21.2.7 Absence from work due to an on the job injury or on the job illness for up to three (3) years from original date of injury or illness in accordance with applicable law; and

21.2.8 Failure to return from military leave, in accordance with applicable law.

ARTICLE 22. UNION RIGHTS

22.1 NEW EMPLOYEE ORIENTATION

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

22.2 RETIREE NOTICE

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

22.3 LOST TIME FOR UNION BUSINESS

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

ARTICLE 23. MANAGEMENT RIGHTS

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

- Determine its mission, establish policy and set forth all standards of service;
- Plan and direct all aspects of work including the determination of the operations or services to be conducted;
- Determine the methods, means, and number of personnel needed;
- To schedule and assign work;
- Hire, assign, promote, lay-off and take disciplinary action subject to the terms of this agreement;
- Make, publish, and enforce rules and regulations;
- Introduce new or improved methods, equipment, or facilities; and
- Contract for goods and services.

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

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

ARTICLE 24. TERMINATION

24.1 This Agreement shall become effective July 1, 2023 and shall remain in full force and effect until June 30, 2026, or the date of signing of a subsequent Agreement whichever last occurs. It shall be automatically renewed on July 1, 2026, and each year thereafter unless either party notifies the other in writing not later than March 1 that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than April 1.

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

AFSCME LOCAL 350-10

OAK LODGE WATER SERVICES AUTHORITY

Eben Pullman
Union Representative

Sarah Jo Chaplen
General Manager

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Date: _____

Date: _____

David Seifert
Union President

Date: _____

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APPENDIX A – Wage Scale

Position	Column1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Administrative Specialist I	Hourly	\$ 23.12	\$ 24.03	\$ 25.02	\$ 26.02	\$ 27.05	\$ 28.15	\$ 30.10
	Annually	\$ 48,089.60	\$ 49,982.40	\$ 52,041.60	\$ 54,121.60	\$ 56,264.00	\$ 58,552.00	\$ 62,608.00
Administrative Specialist II	Hourly	\$ 27.18	\$ 28.27	\$ 29.39	\$ 30.58	\$ 31.78	\$ 33.07	\$ 34.38
	Annually	\$ 56,534.40	\$ 58,801.60	\$ 61,131.20	\$ 63,606.40	\$ 66,102.40	\$ 68,785.60	\$ 71,510.40
Maintenance Mechanic	Hourly	\$ 29.41	\$ 30.59	\$ 31.81	\$ 33.09	\$ 34.40	\$ 35.78	\$ 37.22
	Annually	\$ 61,172.80	\$ 63,627.20	\$ 66,164.80	\$ 68,827.20	\$ 71,552.00	\$ 74,422.40	\$ 77,417.60
Plant Operator	Hourly	\$ 29.41	\$ 30.59	\$ 31.81	\$ 33.09	\$ 34.40	\$ 35.78	\$ 37.22
	Annually	\$ 61,172.80	\$ 63,627.20	\$ 66,164.80	\$ 68,827.20	\$ 71,552.00	\$ 74,422.40	\$ 77,417.60
Utility Worker-Collections	Hourly	\$ 29.41	\$ 30.59	\$ 31.81	\$ 33.09	\$ 34.40	\$ 35.78	\$ 37.22
	Annually	\$ 61,172.80	\$ 63,627.20	\$ 66,164.80	\$ 68,827.20	\$ 71,552.00	\$ 74,422.40	\$ 77,417.60
Utility Worker-Water Distribution	Hourly	\$ 29.41	\$ 30.59	\$ 31.81	\$ 33.09	\$ 34.40	\$ 35.78	\$ 37.22
	Annually	\$ 61,172.80	\$ 63,627.20	\$ 66,164.80	\$ 68,827.20	\$ 71,552.00	\$ 74,422.40	\$ 77,417.60
Development Review Specialist	Hourly	\$ 31.58	\$ 32.83	\$ 34.14	\$ 35.52	\$ 37.89	\$ 39.50	\$ 40.84
	Annually	\$ 65,686.40	\$ 68,286.40	\$ 71,011.20	\$ 73,881.60	\$ 78,811.20	\$ 82,160.00	\$ 84,947.20
Jr. Accounting Specialist	Hourly	\$ 31.58	\$ 32.83	\$ 34.14	\$ 35.52	\$ 37.89	\$ 39.50	\$ 40.84
	Annually	\$ 65,686.40	\$ 68,286.40	\$ 71,011.20	\$ 73,881.60	\$ 78,811.20	\$ 82,160.00	\$ 84,947.20
Laboratory Technician	Hourly	\$ 32.53	\$ 33.81	\$ 35.16	\$ 36.59	\$ 39.03	\$ 40.69	\$ 42.07
	Annually	\$ 67,662.40	\$ 70,324.80	\$ 73,132.80	\$ 76,107.20	\$ 81,182.40	\$ 84,635.20	\$ 87,505.60
Communications and Outreach Specialist	Hourly	\$ 34.31	\$ 35.69	\$ 37.12	\$ 38.61	\$ 40.14	\$ 41.75	\$ 43.42
	Annually	\$ 71,364.80	\$ 74,235.20	\$ 77,209.60	\$ 80,308.80	\$ 83,491.20	\$ 86,840.00	\$ 90,313.60
Pollution Prevention Specialist	Hourly	\$ 34.31	\$ 35.69	\$ 37.12	\$ 38.61	\$ 40.14	\$ 41.75	\$ 43.42
	Annually	\$ 71,364.80	\$ 74,235.20	\$ 77,209.60	\$ 80,308.80	\$ 83,491.20	\$ 86,840.00	\$ 90,313.60
Water Quality Coordinator	Hourly	\$ 34.31	\$ 35.69	\$ 37.12	\$ 38.61	\$ 40.14	\$ 41.75	\$ 43.42
	Annually	\$ 71,364.80	\$ 74,235.20	\$ 77,209.60	\$ 80,308.80	\$ 83,491.20	\$ 86,840.00	\$ 90,313.60
Asset and IT Specialist	Hourly	\$ 37.05	\$ 38.54	\$ 40.08	\$ 41.68	\$ 43.36	\$ 45.08	\$ 46.89
	Annually	\$ 77,064.00	\$ 80,163.20	\$ 83,366.40	\$ 86,694.40	\$ 90,188.80	\$ 93,766.40	\$ 97,531.20
Associate Engineer	Hourly	\$ 38.35	\$ 39.89	\$ 41.48	\$ 43.14	\$ 44.88	\$ 46.66	\$ 48.53
	Annually	\$ 79,768.00	\$ 82,971.20	\$ 86,278.40	\$ 89,731.20	\$ 93,350.40	\$ 97,052.80	\$ 100,942.40
Civil Engineer	Hourly	\$ 44.06	\$ 45.84	\$ 47.66	\$ 49.58	\$ 51.55	\$ 53.61	\$ 55.63
	Annually	\$ 91,644.80	\$ 95,347.20	\$ 99,132.80	\$ 103,126.40	\$ 107,224.00	\$ 111,508.80	\$ 115,710.40

The first number listed in each cell denotes the position's projected annual earnings with 2080 hours worked

The second number listed in each cell is the position's straight-time hourly rate of pay ("base rate of pay" as defined in Article 1.10)

APPENDIX B – DRUG AND ALCOHOL POLICY

OLWS is committed to providing a safe work environment for all employees. OLWS is also committed to promoting efficiency, maintaining standards and protecting the public from injuries and accidents that may arise when an employee reports to work with drugs or alcohol in their system that may impair the employee's ability to safely perform their job duties.

DEFINITIONS:

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

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

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

SECTION 1: APPLICABILITY

This Policy applies to all AFSCME represented employees.

Employees other than those in CDL/DOT regulated and/or safety sensitive positions are subject to a zero-tolerance standard under this Policy. Employees in CDL/DOT regulated and/or safety sensitive positions as described in Attachment A of this Appendix must comply with all aspects of this Policy and the stricter DOT standards incorporated in this Policy. (See Attachment A for a list of CDL/DOT and safety sensitive positions.)

SECTION 2: PROHIBITED CONDUCT

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

- a. Consuming alcohol or using drugs while "on duty" (defined to include breaks or meal periods), operating District vehicles or using District equipment;
- b. Buying, selling, manufacturing, distributing, dispensing or possessing drugs and alcohol, while on duty and/or on District property;
- c. Reporting for work or being on duty with a prohibited level of alcohol or drugs present in the employee's body as set forth in this policy, as applicable, including Attachment B of this Appendix for CDL/DOT and/or safety sensitive positions. Refusing to submit to a required drug or alcohol test; providing an invalid specimen, interfering with any testing procedures; or tampering with any test sample or otherwise failing to comply with rehabilitation conditions or other restriction imposed by a Substance Abuse Professional (SAP) consistent with this Policy. (In addition, a CDL/DOT or safety-sensitive employee who refuses to test will be treated as if they had a breath alcohol concentration of 0.04 and/or tested positive for drugs.);

- d. Consuming alcohol within four (4) hours prior to performing CDL/DOT or safety-sensitive job duties as set forth in Attachment A;
- e. Consuming any amount of alcohol within eight (8) hours following an accident in which there is a fatality or a moving violation in connection with an injury or tow-away accident involving a CDL/DOT or safety-sensitive employee who undergoes a post-accident test (whichever is first);
- f. Being on standby duty with a prohibited level of alcohol or drugs present in the employee's body, as set forth in this policy including the levels described in Attachment B for CDL/DOT and/or safety sensitive employees;
- g. Consuming any amount of alcohol between the time notification of testing is issued and the time testing is actually conducted; and/or
- h. Engaging in any other violation of this Policy.

SECTION 3: MEDICAL MARIJUANA

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

SECTION 4: NOTIFICATION OF ALCOHOL CONSUMPTION FOR UNSCHEDULED WORK

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

SECTION 5: NOTIFICATION OF CONVICTIONS

Employees must notify the Human Resources Manager in writing of any conviction for a violation of a criminal drug or alcohol statute occurring in the workplace no later than five (5) calendar days after such conviction. Employees whose jobs require them to drive must also immediately notify the Human Resources Manager of any restriction, suspension, or loss of their driver's license due to drugs or alcohol.

SECTION 6: MEDICATIONS

Employees using prescribed drugs or authorized prescription or non-prescription medications are responsible for carefully reviewing side effects or warnings, including any warnings about use of a combination of medications, and for consulting with their doctor to determine whether there are any side effects that are affecting or will affect the employee's ability to safely and competently perform their job duties. If the employee or their doctor feels that the employee is experiencing such side effects, the employee must notify their supervisor or the Human Resources Manager before working with the medication in their system. The employee need not disclose the medical condition for which the medication is being taken unless OLWS determines that it is necessary to comply with its legal

obligations. Medical verification of the ability to safely perform job duties may be required before the employee is allowed to continue their work assignment. OLWS reserves the right to require a second opinion if it has reason to question the validity or reliability of the employee's doctor's opinion. In the event of a conflict, a third doctor may be selected by OLWS to resolve the conflict.

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

SECTION 7: CONSEQUENCES OF PROHIBITED CONDUCT

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

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

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

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

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

SECTION 8: TYPES OF TESTS

OLWS will test employees for the substances listed in Attachment B.

Pre-Employment and Pre-Placement

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

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

Probable Cause

Any employee may be required to undergo testing for drugs and/or alcohol if OLWS has probable cause to believe the employee may be under the influence of alcohol or drugs.

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

To ensure validity, OLWS requires prompt re-collection for negative dilute probable cause tests.

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

Random

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

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

Return to Duty

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

Rehabilitation and Return to Work Agreement

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

Follow-up

Follow up tests will be required when an employee in a CDL/DOT position has engaged in prohibited conduct under this Policy. These tests are performed after the employee has been evaluated by an SAP and has followed the recommended treatment plan. The employee, upon returning to duty, will be subject to a minimum of six (6) unannounced follow-up tests over the first twelve (12) months following

the employee's return to work. The SAP may recommend any number of tests over a period of up to sixty (60) months. Employees who test positive in any follow up test will be subject to discharge. The actual number and frequency of the tests are to be determined by the SAP.

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

Post-Accident

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

In addition, any employee may be required to undergo testing for alcohol and/or drugs following any type of accident when there is probable cause to believe the employee had alcohol or drugs in their system as described in the "Probable Cause" testing provisions set forth above. The accident by itself is not "probable cause" for testing.

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

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

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

SECTION 9: REHABILITATION AND TREATMENT

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

SECTION 10: TRANSPORTATION TO TEST SITE

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

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

SECTION 11: TESTING SAFEGUARDS

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

Urine specimens less than 45 mL in volume will be discarded by the collection facility. In such cases, the employee will be advised to drink up to forty (40) ounces of fluids and will have up to three (3) hours to produce a urine sample of adequate volume. Employees who do not provide a urine specimen of adequate volume within three (3) hours will be referred to a physician to determine whether there was a legitimate medical explanation for the apparent inability to provide a specimen, or the incident constitutes a refusal to test.

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

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

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

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

SECTION 12: ADMINISTRATION OF TESTING

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

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

SECTION 13: CONFIDENTIALITY

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

SECTION 14: REHABILITATION OPTIONS

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

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

SECTION 15: BEFORE COMMITTING A POLICY VIOLATION

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

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

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

SECTION 16: AFTER COMMITTING A POLICY VIOLATION

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

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

An employee may be required to participate in a drug and/or alcohol treatment program and follow-up care because of disciplinary action arising from a drug and/or alcohol problem, or as a condition of continued employment. A SAP must first evaluate an employee who is so required and determine any necessary assistance.

SECTION 17: ABSENCES FROM WORK RELATED TO POLICY ENFORCEMENT

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

SECTION 18: COST OF TESTING

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

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

ATTACHMENT A – DOT AND SAFETY SENSITIVE POSITIONS

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

Utility Worker

Safety-sensitive positions are those in which there is a higher chance of injury to the employee, their co-workers, and/or the public than in other District jobs. Safety-sensitive positions may or may not be covered under the DOT regulations. Safety Sensitive positions include employees in the following job classifications:

- Plant Operator
- Maintenance Mechanic
- Pollution Prevention Specialist
- Water Quality Coordinator

ATTACHMENT B – DRUG TESTING LEVELS

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

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

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

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

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

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

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

⁶ Methylenedioxyamphetamine (MDMA).

⁷ Methylenedioxyamphetamine (MDA).

⁸ Methylenedioxyethylamphetamine (MDEA).

ALCOHOL TESTING LEVELS

For employees in CDL/DOT or safety sensitive positions, an initial Breath Alcohol Concentration (BrAC) screening result of less than 0.02 g/210 L will be considered negative. If the employee's BrAC is 0.02 or greater, a second confirmation test will be conducted using an Evidential Breath Test (EBT). An employee will be considered to be in violation of Prohibited Conduct, Section (c) whenever the employee has a BrAC of 0.02 g/210 L or greater. These drug and alcohol testing levels are intended to be consistent with DOT standards. In the event that DOT testing substances and/or testing cutoff levels change, the above list shall be automatically adjusted to be consistent with DOT standards.

ATTACHMENT C – REHABILITATION AND RETURN TO WORK AGREEMENT

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

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

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

2. I agree to comply with and successfully complete all conditions of treatment and any after-care or follow-up counseling recommended by my SAP.
3. OLWS has my permission to communicate with my physician(s) and SAP regarding my enrollment, progress and completion of rehabilitation recommendations. OLWS also has my permission to verify my attendance at meetings and compliance with all treatment, after-care and follow-up recommendations, including but not limited to testing commitments.
4. I agree to immediately notify the Human Resources Manager or designee after I have completed my treatment program.
5. **NON-DOT EMPLOYEES WHO TEST POSITIVE FOR DRUGS** – I understand that I will be subject to suspicion-less testing for drugs for a period of 24 months following the date of my signature.

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

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

6. I understand that this Agreement constitutes a final warning, that my return to work and continued employment are contingent upon my compliance with all of the above terms. If I violate this Agreement or commit any subsequent violation of OLWS's Alcohol and Drug Policy within 24 months, I will be subject to discharge in accordance with the Policy.

7. I agree to comply with OLWS’s Alcohol and Drug Policy and specifically agree to refrain from the use of alcohol and/or drugs consistent with my rehabilitation program.

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

Employee’s Signature

Date

OLWS Representative

Date

Union Representative

Date

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

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