

***CANBY UTILITY
REGULAR BOARD MEETING
JUNE 13, 2023
7:00 P.M.***

AGENDA

- I. CALL TO ORDER
- II. AGENDA
 - Additions, Deletions or Corrections to the Meeting Agenda
- III. CONSENT AGENDA
 - Approval of Agenda
 - Approval of Regular Board Meeting and Executive Session Minutes of May 9, 2023 (pp. 1-5)
 - Approval of Write-Offs
 - Approval of Payment of Water and Electric Bills
- IV. CITIZEN INPUT ON NON-AGENDA ITEMS *Citizen's wanting to speak virtually, please email or call the Board Secretary-Clerk by 4:30 p.m. on June 13, 2023 with your name, the topic you would like to speak on, and contact information: bbenson@canbyutility.org or 503-263-4312.*
- V. PRESENTATION Water System Master Plan Update – Brian Ginter and Chris Young, Consor Engineering (pp. 6)
- VI. RECOMMENDATION Adopt Updated Conference Room Policy – Barbara Benson, Human Resources/Administration Manager (pp. 7-12)
- VII. RECOMMENDATION Award Contract for an Electric Rate Study – Sue Arthur, Purchasing Agent, and Mike Schelske, Finance Manager (pg. 13)
- VIII. RECOMMENDATION Approve the Recommended Fiscal Year 2024 Electric and Water Fund Operation and Capital Budgets –Mike Schelske, Finance Manager (pp. 14-53)
- IX. RECOMMENDATION Approve Collective Bargaining Agreements with the International Brotherhood of Electrical Workers for the Electrical, and Office and Water Workers – Carol Sullivan, General Manager, and Barbara Benson, Human Resources/Administration Manager (pp. 54-99)

X. BOARD REPORT

- Chair Comments
- Board Member Comments

XI. STAFF REPORTS

Operations Manager:

- Wildfire Mitigation Update
- Power Outage
- Substation Maintenance Project
- River Infiltration Gallery Intake Valve Stem Repair

General Manager Updates

XII. ADJOURN

CANBY UTILITY REGULAR BOARD MEETING MINUTES MAY 9, 2023

Board Present: Chair Thompson; Members Hill, Horrax, Molamphy, and Pendleton

Staff Present: Carol Sullivan, General Manager; Barbara Benson, Board Secretary; Jason Berning, Operations Manager; Mike Schelske, Finance Manager; Sue Arthur, Purchasing Agent; and Cindy Dittmar, Customer Service Supervisor

Others Present: Steven Schuback, Labor Attorney, Peck, Rubanoff & Hatfield; Joe Brennan; and Bob Wescott

Chair Thompson called the Regular Board Meeting to order at 7:02 p.m.

Member Horrax made the *MOTION to go into Executive Session according to ORS 192.660(2)(d) to discuss labor negotiations. Member Molamphy seconded, and the motion passed 4-0. Member Hill joined the meeting virtually following the motion.

The regular meeting recessed at 7:04 p.m.

The regular meeting reconvened at 7:32 p.m., and Steven Schuback, Labor Attorney, Peck, Rubanoff & Hatfield departed the meeting.

Chair Thompson presented the meeting agenda for consideration. She asked for any additions, deletions, or corrections to the meeting agenda, and there were none.

Chair Thompson presented the consent agenda for approval. Member Molamphy made the *MOTION to approve the consent agenda, consisting of the meeting agenda, regular and executive session meeting minutes of April 11, 2023, write-offs in the amount of \$1,134.31, payment of the electric and water department bills in the amount of \$894,676.68. Member Pendleton seconded, and the motion passed 5-0.

Chair Thompson asked for citizen input on non-agenda items. Bob Wescott addressed the Board, stating that the discussion regarding the need for high-speed electric vehicle (EV) charging stations in Canby started about a year ago. The installation of EV chargers was referred to the City of Canby's public works department, and construction was scheduled to begin in July. Westcott said the project was placed on hold and referred to a committee. He wanted to bring that information to the Board's attention. Chair Thompson explained that it is her understanding that the City of Canby will include EV charging stations as a component in their upcoming Transportation Master Plan and will reconsider site locations. This process will allow the public to provide comments. Thompson talked about the master planning process and that it will delay

the installation of the charging stations. Westcott said that Canby Utility should support the building of EV charging stations since it sells electricity and EVs are the future. Discussion ensued regarding the proposed locations under consideration, the different levels of EV charges, and the lack of high-speed DC charging stations between Woodburn and Clackamas Town Center. Chair Thompson noted that the Board could decide to install EV stations and not wait for the City of Canby's Transportation Master Plan, although it would be essential to partner with the City for the site locations.

Board Secretary Barbara Benson presented a draft conference room policy for discussion. In February, the Board discussed an inquiry that staff received asking to use the conference room for a weekly church service. Benson said the Board asked her to develop a draft policy for their consideration. Benson reviewed the components of the draft policy and noted she reviewed the policies of several other agencies to help write this policy. She also presented an updated application form. Legal counsel and our insurance agent reviewed the draft policy. Discussion ensued regarding the board's risk tolerance for groups using the room when staff is not present and hours of access. The board gave consensus to allow evening meetings, to set a departure time of 10:00 p.m., clarify language suggested by Chair Thompson, require groups to access the room during business hours, and allow for exceptions for weekend use that would require a staff member to provide access to the room. Benson will add a Canby Utility contact number to the policy so a staff member can be reached if needed. Benson asked to give the existing groups a three-month notice of the policy change, and the board agreed. Benson will bring the policy back to the board in June.

Operations Manager Jason Berning reported that the Oregon Public Utilities Commission (OPUC) conducted a safety audit of Canby Utility's electric facilities in April. The OPUC discovered a few issues requiring correction, and our crew has fixed about 90% of those items. The two outstanding issues are a pole change out, scheduled for the following week, and we need to raise the height of a service line. The OPUC focused on the service area's southwest side, and Berning shared examples of the other findings from their audit.

Berning also reported on the May 7 power interruptions due to issues on PGE's North Marion - Sullivan 57kV transmission line that feeds power to our Westcott substation. Customers experienced momentary outages as a result. He then read the email he received from PGE that explained the event, which impacted our customers.

Finance Manager Mike Schelske presented the second-quarter Executive Financial Summary for the first six months ending December 31, 2022. Schelske reviewed the profit and loss resulting from operations and capital contributions. The electric revenue was \$7,349,127, and expenses were \$6,412,400, giving us an operating profit of \$936,727. Combining the profit with capital contributions of \$520,803, the net income was \$1,457,530. The water revenue for the six months was \$2,538,158, and expenses were \$1,819,243, giving us an operating profit of \$718,915. Combining the profit with capital contributions of \$1,270,503, the total net income was \$1,989,418.

Schelske then reviewed the profit and loss resulting from operations with capital contributions compared to the budget. The electric fund's net income was \$1,457,530, compared to the budget of \$1,254,280, which is \$203,251 higher than budget. The electric fund's year-to-date operating revenues are \$217,919 under budget, mainly due to lower commercial and industrial sales. The operating expenses are \$351,860 under budget, mainly due to open positions, lower purchased power, and lower distribution expenses. The capital contributions are \$119,359 under budget due to lower line extension fees. The change in net assets is \$203,252 higher than budget, mainly due to lower expenses and higher non-operating revenues, including the timing of reimbursements from the 2021 ice storm.

The water fund's net income was \$1,989,418, compared to the budget of \$1,431,561, which was \$557,857 higher than budget. The water fund's year-to-date operating revenues are \$311,002 over budget, mainly due to higher residential sales. The operating expenses are \$91,926 under budget, mainly due to open positions. The capital contributions are \$128,174 over budget, mainly due to higher infrastructure contributions from others. The change in net assets is \$557,856 over budget, mainly due to higher sales, higher contributed capital, and lower expenses.

Schelske then reviewed the cash reserves summary. The electric reserves are at \$9,698,596, compared to the target of \$9,816,084. This results in reserves being \$117,487 under target for December 31, 2022. The current reserves are \$5,698,596 above our minimum reserve target of \$4,000,000. The water reserves are at \$7,040,597, compared to the target of \$6,299,470. This results in \$741,127 over the December 31, 2022 target. The current reserves are \$5,040,597 above our \$2,000,000 minimum reserve target. A brief discussion ensued regarding building reserves and the cash reserve policy.

Schelske responded to last month's question about the potential for an unfavorable trend related to electric revenue and purchased power costs. He does not believe there is a trend and that the next quarterly financials will show it reversing to the positive.

General Manager Carol Sullivan reported that she met with Jason Padden regarding the ARPA funds and reached out to City Administrator Scott Archer per his suggestion. The two projects we identified, replacing nine fire hydrants and looping the Township Road water main from Sequoia Parkway towards Mulino Road, will be presented to the City Council for consideration. Sullivan reported that she also met with representatives from David Evans and Associates to discuss the water treatment plant permitting processes. They were very knowledgeable about the process and that permitting with all the various agencies may take up to three years. Hence, the application process needs to be submitted correctly in the beginning.

Sullivan also contacted representatives at the City of Ashland, which has been working on replacing its treatment plant for the past 11 years, to discuss their experience and challenges with the process. Ashland recommended consultants for alternative site analysis since the City of Canby has expressed concerns about the current planned site because the land is part of Eco

Park. The city has offered Sullivan a couple of alternative sites. The City of Ashland also recommended preliminary and final engineering firms.

Sullivan said that the engineering firm Stantec contacted Brian Hutchins from Veolia. They offer services that provide a project road map and can serve as the owner's agent/representative to manage the project. Stantec offered to assist Canby Utility in developing the Request for Proposals for owner-representative services. Sullivan has a meeting scheduled with Stantec later in the month. Sullivan noted that the representative from David Evans would be providing Sullivan with additional names of firms that offer owner-representative services, and they recommended we proceed with getting permits as soon as possible.

Chair Thompson raised concerns about the firms providing Canby Utility with an RFP to issue and if it creates an ethical concern. Member Molamphy also asked about securing the site before engaging in the permitting process and the reasons for considering alternative locations. Discussion ensued regarding the site analysis, changing the point of diversion, and permitting processes.

Sullivan also reported that the NWQI Molalla River group is applying for a grant from the Department of Environmental Quality to obtain more funds to study the Molalla River. Sullivan committed Canby Utility to provide \$5,000 and \$2,604 of in-kind services. The funds are currently in the fiscal year 2023 budget and carry over into the fiscal year 2024 budget.

Member Molamphy made the *MOTION to adjourn the meeting. Member Horrax seconded, and the motion passed 5-0.

The meeting adjourned at 8:57 p.m.

Melody Thompson, Chair

David Horrax, Member

Robert Hill, Member

John Molamphy, Member

Jack Pendleton, Member

Barbara Benson, Board Secretary

***CANBY UTILITY
EXECUTIVE SESSION MINUTES
MAY 9, 2023***

Board Present: Chair Thompson; Members Hill, Horrax, Molamphy, and Pendleton

Staff Present: Carol Sullivan, General Manager; Barbara Benson, Board Secretary; Mike Schelske, Finance Manager; Sue Arthur, Purchasing Agent; Cindy Dittmar, Customer Service Supervisor; and Jason Berning, Operations Manager

Others Present: Steven Schuback, Labor Attorney, Peck, Rubanoff & Hatfield

The Executive Session was opened at 7:05 p.m. by Chair Thompson, in the Conference Room of the Canby Utility Board office, pursuant to ORS 192.660(2) (d) for the purpose of discussing labor negotiations.

There being no further business, the Executive Session was adjourned at 7:32 p.m.

Melody Thompson, Chair

David Horrax, Member

Robert Hill, Member

John Molamphy, Member

Jack Pendleton, Member

Barbara Benson, Board Secretary



MEMORANDUM

June 8, 2023

TO: Chair Thompson, Member Hill, Member Horrax, Member Molamphy, and
Member Pendleton

FROM: Carol Sullivan, General Manager

SUBJECT: Water System Master Plan Update

Conсор Engineering, formally Murray Smith & Associates, Inc (MSA), was hired to perform our Water System Master Plan update. MSA has done several studies for Canby Utility including the 2010 Water System Master Plan. Conсор's Brian Ginter and Chris Young will be at the meeting to present an update on the 2023 Water System Master Plan.



MEMORANDUM

June 8, 2023

TO: Chair Thompson; Members Hill, Horrax, Molamphy, and Pendleton

FROM: Barbara Benson, Human Resources/Administration Manager

SUBJECT: Conference Room Public Use Policy

Suggested Motion: Motion to Approve the Conference Room Public Use Policy.

Background: Last month, the Board reviewed a draft conference room public use policy that is far more comprehensive than the existing "House Rules" use of the room. Based on the Board's direction and feedback, I have prepared the attached policy for consideration.

The changes reflected in this policy include:

1. Extending the room's use availability until 10:00 p.m.
2. Door key cards will not be distributed, which will require a representative from a group to access the conference room prior to the end of the Canby Utility business day.
3. Language added to address securing the building, including keeping exterior doors closed during a meeting, checking bathrooms, and ensuring exterior doors are fully closed and locked.
4. Adding language that the definition of service animals refers to provisions under the ADA.
5. Section added for "Emergencies." This provides the main phone number to Canby Utility. The utility's 24-hour answering service has all employee phone numbers so that anyone using the room can get in touch with staff.

I can answer any questions the Board may have at the meeting. Thank you.

CANBY UTILITY

JULY 2024

CONFERENCE ROOM PUBLIC USE POLICY

PURPOSE:

The Canby Utility Board (“CU”) establishes this policy to provide rules and regulations for the use of the public meeting space (“Conference Room”) within CU’s facility. CU will not make the conference room available for activities that conflict with CU’s daily operations, governing rules, and policies. Use of the conference room does not constitute CU’s endorsement or support of any organization using the conference room under this policy.

POLICY:

- 1) **CU Priority.** CU has the first priority to use the conference room, also called the boardroom, over any outside activities at all times. CU will advise users as soon as practical if there is a scheduling conflict so that they can make alternative arrangements. CU will try to maintain a reservation already created and approved. CU shall not be responsible and have no liability for any damages to users resulting from the cancellation of scheduled events.
- 2) **Availability.** The conference room is available during regular business hours: Monday through Thursday, 7:00 a.m. to 5:30 p.m. and meetings may last until 10:00 p.m. CU may make an exception for a special request to use the room outside of normal business hours and days so long as a staff member can provide access to the building. Door keys will not be distributed, therefore a representative of a group must enter the room prior to the close of the business day. The second and fourth Tuesday afternoons are reserved for CU board business only.
- 3) **Application.** Any person at least 18 years old, on their behalf or representing any group or agency, may apply to reserve the Conference Room. Paper applications are available in the office at 1265 SE Third Avenue or on our website at www.canbyutility.org/about-us/your-canby-utility/conference-room-reservations.

The application must include all the requested information, including the user representative’s name, telephone number, address, and alternate contact person’s phone number in case CU needs to contact them. The organization or group shall update the contact information if representative changes occur.

Applicants must acknowledge that they understand and will ensure compliance with all Conference Room policies. The Board Secretary, or designee, will review and approve or deny all applications based on the provisions of this policy. The application will be referred to the General Manager for consultation when in doubt. Any applicant denied using the conference room may appeal to the General Manager in writing. The General Manager will review the application and respond to the applicant.

4) Allowable Use. The conference room is generally available for meetings, training, work sessions, and special events. It is free of charge to the following users:

- a. Governmental agencies – federal, state, county, local, and special districts
- b. Councils and association organizations that CU is a member
- c. City of Canby civic groups and non-profit organizations
- d. Any exceptions to the allowable use are on a case-by-case basis

5) Prohibited Uses. The Conference Room is not available for:

- a. Meetings at which admission is charged or money is raised or exchanged
- b. Sales presentations
- c. Fundraising events
- d. Commercial events
- e. Private social events
- f. Events for personal financial gain
- g. Organizations that meet for political or religious purposes
- h. Events by groups or organizations that discriminate against any legally protected class

6) Reservations. Use of the conference room is based on the order applications are received. A group may reserve the use of the conference room up to one (1) time per month. Advance scheduling is limited to three months out from the date of the application.

7) Conditions and Rules of Use.

- a. Users may not exceed the Conference Room's maximum capacity. In addition, the CU Board tables are interconnected with power cords and will not be disconnected. These tables are to remain in their present configuration and may not be moved by anyone except CU staff, substantially minimizing the room's actual usable capacity.
- b. Non-powered tables and chairs in the room may be moved about the room to meet the user's needs. They are to be returned to their original placement upon the conclusion of the user's meeting.
- c. Users are responsible for ensuring the room is clean, and if applicable secured after use. Cleanup includes wiping table surfaces, removing debris, and placing garbage in appropriate containers. Securing the building applies to after-normal business hours use and includes keeping exterior doors closed during meetings, checking bathrooms for any persons prior to leaving, and ensuring that the exterior doors are fully closed and locked when done with the meeting.
- d. The Conference Room is not designed for cooking, preparing food, or catering. Light refreshments may be served. Open flames and candles are prohibited. A coffee pot is available in the room; however, coffee is not supplied.

- e. Music or other audio must be limited in volume to avoid disturbing anyone in the building. Any music must be contained to within the room and not able to be heard by anyone entering or leaving the customer service lobby.
- f. No alcoholic beverages, illegal drugs, smoking, vaping, tobacco use, e-cigarettes, or cannabis are permitted anywhere on the property.
- g. Firearms are not permitted anywhere on the property unless authorized by law. Further, leaving or not securing dangerous weapons or other hazards (jeopardizing the safety of patrons or employees) will result in an immediate request to leave the facility and property and could involve law enforcement.
- h. Users are encouraged to carpool as parking is limited. Users shall leave the first three parking spaces closest to the front doors open for CU customer parking. Exceptions are allowed for those who need handicapped access when the designated handicapped spaces are occupied. Street parking is permitted on S. Pine Street.
- i. Users publishing a notice for a meeting in the Conference Room must clearly identify the sponsoring group's name. Groups may not imply CU sponsorship of their program or organization in their publicity. Any printed or electronic publicity or marketing materials that include the CU's name and address must include the disclaimer stating, "Canby Utility does not sponsor this event," and shall be reviewed by CU staff.
- j. Security cameras monitor CU's Conference Room, hallway, and parking lot. There is no expectation of personal privacy in these areas.
- k. At least one adult age 18 or older must be present when youth groups use the room.
- l. Animals are not permitted in the Conference Room except for service animals under the Americans with Disabilities Act or part of a pre-approved program.
- m. Computer and related accessories, microphone, speaker system, office equipment, AV equipment, coffee, paper plates, plastic utensils, and office supplies are not provided. CU may make special arrangements for using the overhead projector and white screen with prior approval and the staff's availability to set up the equipment.
- n. CU is not responsible for theft or damage to property brought into the Conference Room.
- o. The conference room user is responsible for any damage to the building or building equipment caused by or related to his/her/their use of the facilities and agrees to report damages to CU in writing as soon as practical. The user will also be responsible for any costs associated with additional cleaning required due to the meeting.

- p. Exceptions to these policies may be made at the Board Secretary's or designated staff's discretion.

8) Denial of Future Use. Any damage to the premises or equipment, removal or unauthorized use of equipment or supplies, leaving rooms in a littered condition, failure to ensure doors are fully closed and locked upon departure, and disregarding the use and conditions set forth within this policy shall be considered sufficient reason to deny future use to the applicant and organization responsible.

9) Indemnity Agreement. The user agrees to indemnify and hold harmless CU, its Employees, and Agents from:

- a. All liability, damage, loss, cost, or expense, including but not limited to attorney's fees, that the indemnities may sustain or incur on account of any damage to or destruction of any property that CU may own or have responsibility for.
- b. All liability, damage, loss, cost, or expense, including but not limited to attorney's fees, on account of any damage to or destruction of any property belonging to any person, firm, or corporation.
- c. All liability, damage, loss, cost, or expense, including but not limited to attorney's fees, on account of any damage resulting from injury to or death of any person or persons resulting from or in any way connected with the use by the user or their invitees of the CU facilities or property.
- d. It is further understood that the user shall, at the option of CU, defend with appropriate legal counsel and bear all costs and expenses, including expenses of counsel, in defense of any suit arising hereunder.

CU requires users with general liability insurance coverage to provide CU with a copy of their Certificate of Coverage, listing CU as an additional insured.

10) Emergencies. Canby Utility has 24-hour answering service that can reach staff at any time should an emergency or urgent need arise. In case of a true emergency, call 911 first then contact Canby Utility staff by calling 503-266-1156.

Attached: Application to Request Use of the Conference Room.

Policy adopted by the Board of Directors on ____ day of _____, 20__.

Board Secretary Signature



CONFERENCE ROOM APPLICATION FORM

Requested by: (Individual or Organization) _____

Address of Requestor: _____

Meeting/Training Description: _____

Date Requested: _____ Number Attending: _____

Start and End Time, Including Set Up and Clean Up:

Begins: _____ AM or PM

Ends: _____ AM or PM

Representative (Person) Name: _____

Phone Number: _____ Email: _____

Alternate Contact Name: _____

Phone Number: _____ Email: _____

Publishing Notice? YES NO *(If yes, see rules for required disclaimer)*

Do you have general liability insurance coverage? YES NO
(If yes, provide CU with a copy of the Certificate of Coverage and list CU as an additional insured.)

Applicant acknowledges by signing below that you have you have received, and will fully comply with, the attached Canby Utility's Public Use Policy.

Signature

Date

Please return application to: Canby Utility, Attn: Board Secretary, PO Box 1070, 1265 SE 3rd Ave., Canby, OR 97013, bbenson@canbyutility.org, or Fax: 503-263-8621.

Please call 503-266-1156 to confirm room availability prior to scheduling your meeting.

Date Received: _____ Approved: _____ Yes _____ No _____ Staff: _____



MEMORANDUM

June 8, 2023

TO: Chair Thompson; Members Hill, Horrax, Molamphy, and Pendleton

FROM: Sue Arthur, Purchasing Agent
Mike Schelske, Finance Manager

SUBJECT: Recommendation to Award Professional Services Contract for Electric Rate Study

Suggested Motion: Award a professional services contract to Toth and Associates for an Electric Rate Study with a not to exceed amount of \$20,000.

Background: Management believes an electric rate study is needed to provide a current analysis of Canby Utility's rates and customer classes. The need for this study is due to the Bonneville Power Administration's 2023 rate adjustments, the increased cost of operations, and residential and commercial development variables. Such a study will provide an analysis of our current rates, rate structure, revenue requirements, and cashflow. It will also provide information needed to ensure an equitable rate structure for all customers based on current cost of service for each class.

Staff solicited proposals from four qualified firms to perform an Electric Rate Study. The proposals received were:

Brooks & Associates	\$ 19,000
Toth & Associates	\$ 20,000
EES Consulting	\$ 33,000
FCS Group	\$ 39,715

Although the proposal from Toth & Associates was slightly higher than Brooks & Associates, their proposal and scope of work was more comprehensive.

The cost for this service falls within the intermediate procurement policy and does not require a formal Request for Proposal. The General Manager has the authority to enter into small procurements up to \$10,000. This study was not included in the current FY23 budget, and requires Board approval because the cost exceeds the \$10,000 threshold set by policy. Board approval is required prior to any services being performed.

If this recommendation is approved, a Professional Services Contract will be issued, then signed by the General Manager, or her designee, according to Canby Utility's Public Contracting Rules; Resolution No. 298, for Signature Authority, Section 1.10.090, Page 11.

Staff will be available to answer any questions you may have. Thank you for your consideration.



MEMORANDUM

June 8, 2024

TO: Chair Thompson, Member Hill, Member Horrax, Member Molamphy, and
Member Pendleton

FROM: Mike Schelske, Finance Manager

SUBJECT: Fiscal Year 2024 Operating and Capital Budget

Suggested Motion: *I move that the Fiscal Year 2024 Electric and Water Operating and Capital Budgets be approved as presented.*

Summary: The proposed Fiscal Year (FY) 2024 operating and capital budgets are attached. In brief:

Electric: The budget revenue is based on FY 2023 actuals with a 3% growth factor applied to most customer classes. Operating expenditures have increased significantly due to higher purchased power and transmission costs, higher labor costs due to COLA and new positions. Overall electric reserves will increase \$1,199,296 due to the BPA Power Dividend and interest earned on cash reserves.

Water: The budget revenue is based on rates effective November 2020, a low consumption year, and an increased meter count for expected growth. Operating expenditures have increased significantly mainly due to COLA increases and new positions, depreciation, and Veolia's annual contract fee and the variable cost adjustment. Overall water reserves will decrease \$2,093,724 mainly due to Capital Purchases.

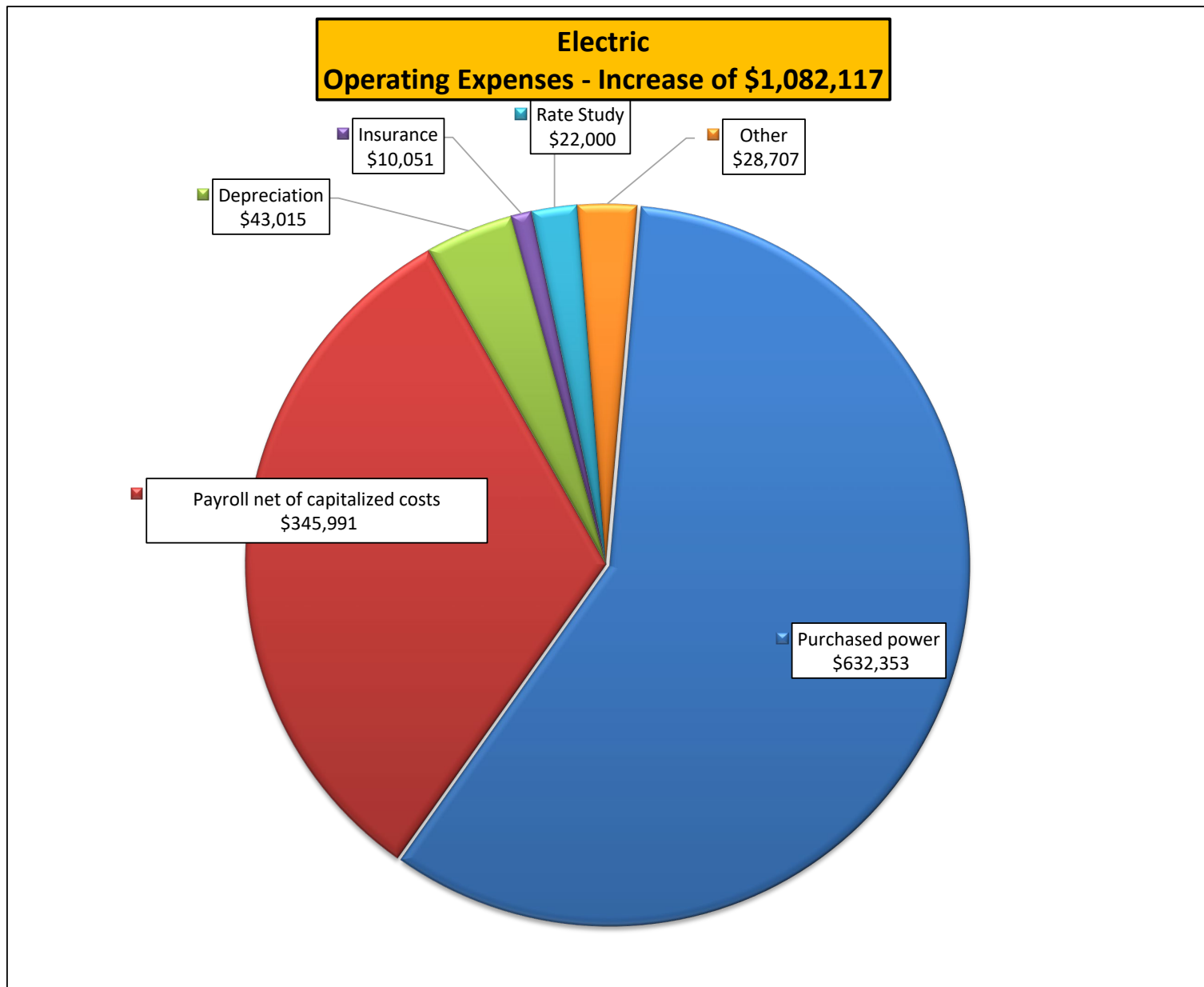
Personnel costs: The budget reflects an increase of 11.7% for total payroll costs. This increase is due to new positions and cost of living adjustments, 7.0 % for union represented employees and an estimated 4.5% CPI for non-represented. A table of personnel costs follows the electric and water executive summaries. The position changes are as follows:

- New position - electric lineman for succession planning.
- New position - water department worker due to increase in meters.
- New position - HR Admin assistant.
- Not filled – the Operations Specialist position will not be filled at this time, so the net headcount increase is two positions.

I will present to the Board an overview of revenues, expenses, capital, and cash reserves from the Executive Summary. Staff and I will be available to answer any questions.

Canby Utility - Electric Executive Summary of FY24 Budget

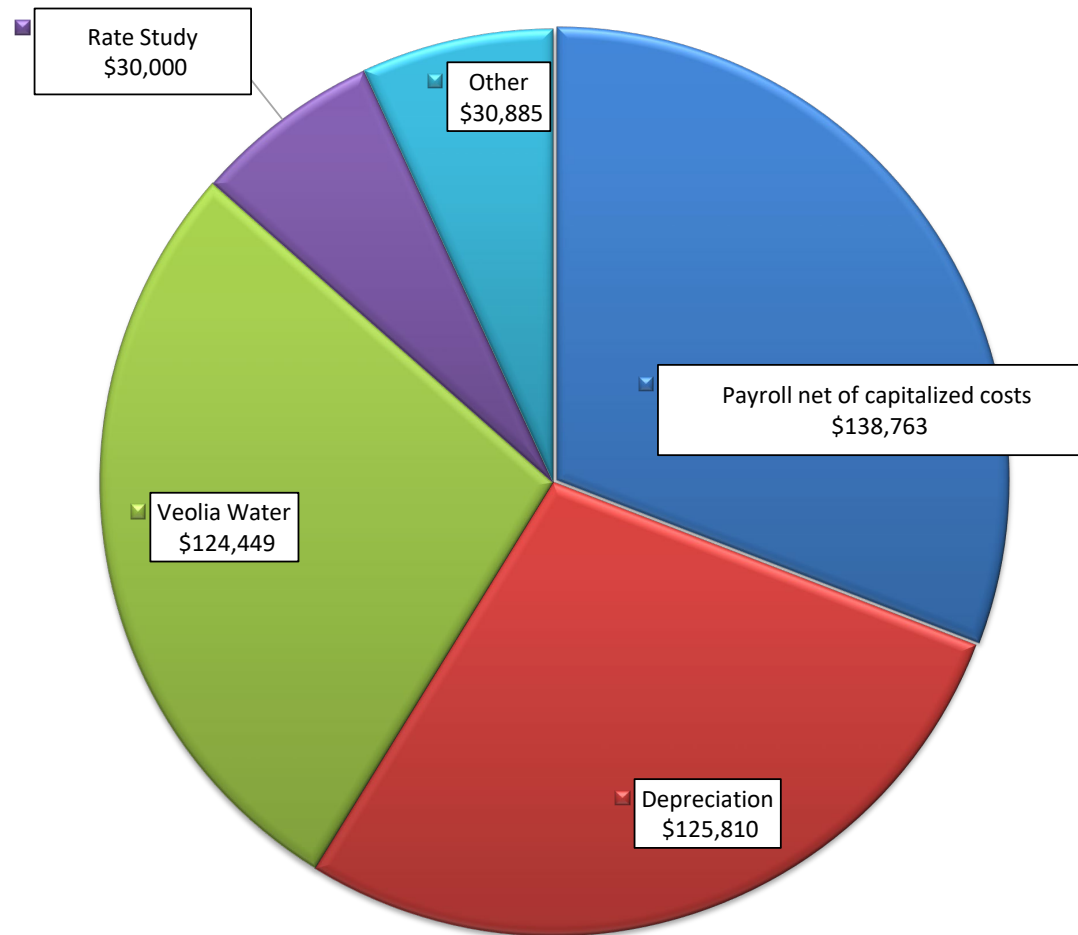
DESCRIPTION	FY24 Budget	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes:
Total Electric Sales	\$ 14,052,640	\$ 14,136,864	\$ (84,224)	-1%	FY24 is based on FY23 actuals with a three percent growth factor. The net decrease is mainly due to changes between residential, commercial and industrial customers.
Total Other Electric Energy Revenues	385,800	331,548	54,252	16%	FY24 is based on history and BPA's remaining contract amount for the conservation program.
OPERATING REVENUES	14,438,440	14,468,412	(29,972)	0%	The overall decrease in revenues is mainly due to the net changes among residential, commercial and industrial customers.
TOTAL OPERATING EXPENSES	(14,647,421)	(13,565,304)	1,082,117	8%	The overall increase in expenses is mainly due to purchased power costs, payroll costs for a new position and cost-of-living adjustments, depreciation expense, and insurance.
OPERATING INCOME	(208,981)	903,108	(1,112,089)	-123%	Operating income will be down due to higher costs.
Total Non-Operating Revenues & Expenses	937,235	178,825	758,410	81%	Non-operating revenues are increasing due to BPA Power Dividend and interest earned on cash reserves.
Total Capital Contributions	1,168,485	1,280,931	(112,446)	-9%	Estimated 130 new residential meter connects, 3 subdivisions, 3 multi-family developments, and 7 commercial projects scheduled for completion during the fiscal year.
Change in Net Assets	1,896,739	\$ 2,362,864	\$ (466,125)	-25%	
Cash and Investments Estimate, June 30, 2023	11,628,323				Estimated cash on hand.
Cash Used For Capital Purchases	(1,968,965)				Capital Budget for the year.
Add Back Depreciation	1,271,522				Non-cash item in the operating expense budget so need to add it back to cash on hand.
Total Estimated End Of FY24 Cash & Investments	\$ 12,827,619				This is the amount we expect to have in CASH RESERVES at year end, 6/30/24.



Canby Utility - Water Executive Summary of FY24 Budget

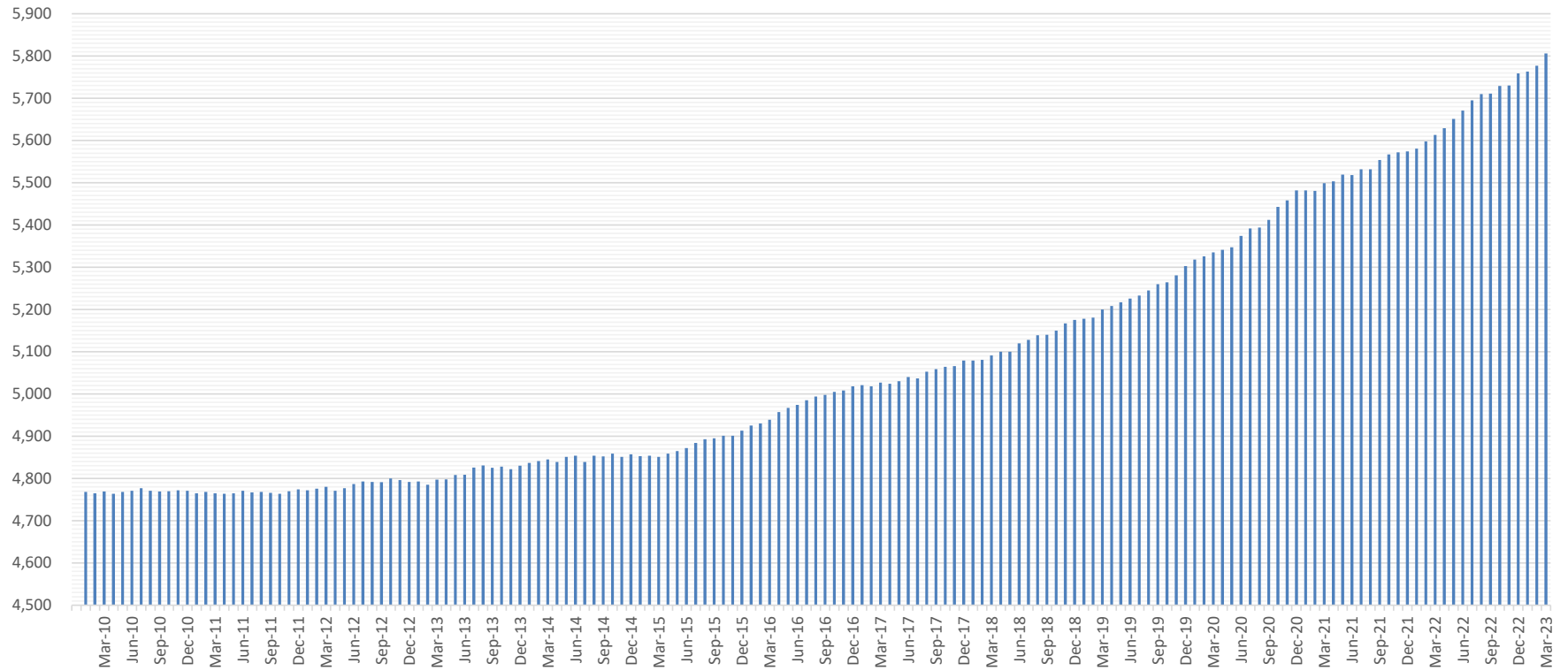
DESCRIPTION	FY24 Budget	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes:
TOTAL WATER USAGE SALES	\$ 3,761,000	\$ 3,716,000	\$ 45,000	1%	Water sales are based on a low consumption year adjusted for the increase in meters.
TOTAL OPERATING EXPENSES	(4,144,633)	(3,694,725)	449,907	12%	The overall increase in expenses is mainly due to payroll costs for new positions and cost-of-living adjustments, depreciation, and Veolia's annual contract fee adjustment and variable cost adjustment.
OPERATING INCOME (LOSS)	(383,633)	21,275	(404,907)	-1903%	Operating income decreased due to increased expenses.
Total Non-Operating Revenues & Expenses	187,139	17,454	169,685	972%	Non-operating revenues are increasing due to interest on cash reserves.
Total Capital Contributions	1,860,741	2,284,657	(423,916)	-19%	Estimated 130 new residential meter connects, 3 subdivisions, 3 multi-family developments, and 7 commercial projects scheduled for completion during the fiscal year.
Change in Net Assets	1,664,248	\$ 2,323,386	\$ (659,138)	-28%	
Cash and Investments Estimate, June 30, 2023	7,297,910				Estimated cash on hand.
Cash Used For Capital Purchases	(4,231,985)				Capital Budget for the year.
Principle Payments on Water Bonds	(416,000)				2017 & 2014 Bond principle payments.
Add Back Depreciation	890,014				Non-cash item in the operating expense budget so we need to add it back to cash on hand.
Total Estimated End Of FY24 Cash & Investments	\$ 5,204,187				This is the amount we expect to have in CASH RESERVES at year end, 6/30/24.

Water
Operating Expenses - Increase of \$449,907



Water Meter Count March 2010 - March 2023

■ Water Meter Count





Personnel Costs

Category	FY24 Budget					
	Electric System	% of Total Compensation	Water System	% of Total Compensation	Combined	% of Total Compensation
Payroll	\$ 2,151,684	62.2%	\$ 814,440	60.4%	\$ 2,966,124	61.7%
PERS	614,208	17.8%	235,380	17.5%	849,588	17.7%
FICA/Med	164,604	4.8%	62,316	4.6%	226,920	4.7%
Medical/Vision	416,940	12.1%	185,748	13.8%	602,688	12.5%
Dental	30,768	0.9%	11,196	0.8%	41,964	0.9%
Life	1,296	0.0%	612	0.0%	1,908	0.0%
Unemployment	2,184	0.1%	792	0.1%	2,976	0.1%
Worker's Comp	24,228	0.7%	12,564	0.9%	36,792	0.8%
Transit	12,924	0.4%	4,896	0.4%	17,820	0.4%
VEBA Account	39,384	1.1%	19,428	1.4%	58,812	1.2%
Total Payroll & Employer Paid Expenses	\$ 3,458,220	100.0%	\$ 1,347,372	100.0%	\$ 4,805,592	100.0%
Category	FY23 Budget					
	Electric System	% of Total Compensation	Water System	% of Total Compensation	Combined	% of Total Compensation
Payroll	\$ 1,922,805	62.9%	\$ 722,894	60.9%	\$ 2,645,699	62.4%
PERS	523,219	17.1%	200,614	16.9%	723,833	17.1%
FICA/Med	146,922	4.8%	55,160	4.6%	202,082	4.8%
Medical/Vision	363,299	11.9%	163,914	13.8%	527,213	12.4%
Dental	28,252	0.9%	10,378	0.9%	38,630	0.9%
Life	1,261	0.0%	597	0.1%	1,858	0.0%
Unemployment	1,835	0.1%	709	0.1%	2,544	0.1%
Worker's Comp	20,205	0.7%	9,714	0.8%	29,919	0.7%
Transit	11,527	0.4%	4,333	0.4%	15,860	0.4%
VEBA Account	36,228	1.2%	18,384	1.5%	54,612	1.3%
Total Payroll & Employer Paid Expenses	\$ 3,055,553	100.0%	\$ 1,186,697	100.0%	\$ 4,242,250	100.0%
Category	Increase/(Decrease) FY24 vs. FY23					
	Electric System	% Increase/(Decrease)	Water System	% Increase/(Decrease)	Combined	% Increase/(Decrease)
Payroll	\$ 228,879	11.9%	\$ 91,546	12.7%	\$ 320,425	12.1%
PERS	90,989	17.4%	34,766	17.3%	125,755	17.4%
FICA/Med	17,682	12.0%	7,156	13.0%	24,838	12.3%
Medical/Vision	53,641	14.8%	21,834	13.3%	75,475	14.3%
Dental	2,516	8.9%	818	7.9%	3,334	8.6%
Life	35	2.8%	15	2.5%	50	2.7%
Unemployment	349	19.0%	83	11.7%	432	17.0%
Worker's Comp	4,023	19.9%	2,850	29.3%	6,873	23.0%
Transit	1,397	12.1%	563	13.0%	1,960	12.4%
VEBA Account	3,156	8.7%	1,044	5.7%	4,200	7.7%
Total Payroll & Employer Paid Expense:	\$ 402,667	11.6%	\$ 160,675	13.5%	\$ 563,342	11.7%
Employer Paid Benefits Change	\$ 173,788		69,129		\$ 242,917	15.2%



Fiscal Year 2024 Budget

Electric Operating Budget see pages 22-23
Statement of Operations and Changes In Net Assets - Electric

Electric Capital Budget see pages 24-25

Electric Cash Reserve Calculation see page 26

Departmental Summary - Electric see pages 27-28
Followed by detailed departmental budgets see pages 29-36

Canby Utility
FY 24 Budget
Statement of Operations and Changes In Net Assets - Electric

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
OPERATING REVENUES						
Residential Sales	\$ 7,500,000	\$ 7,047,300	\$ 7,336,000	\$ 164,000	2.2%	3% growth factor on FY23 actuals
Unbilled Revenue	-	(64,206)	-	-	N/A	Unknown Until FY Year-End
Green Power Sales	13,152	13,403	13,728	(576)	-4%	Based FY23 sales
Small Commercial	925,000	1,050,289	1,094,000	(169,000)	-15%	3% growth factor on FY23 actuals
Large Commercial	3,290,000	3,217,516	3,309,000	(19,000)	-1%	3% growth factor on FY23 actuals
Industrial	1,927,000	1,928,971	1,988,000	(61,000)	-3%	3% growth factor on FY23 actuals
City Street Lighting	43,488	44,384	44,136	(648)	-1%	Based FY23 actuals
Municipal	190,000	176,551	178,000	12,000	7%	Based on FY23 actuals
Canby Utility	164,000	173,333	174,000	(10,000)	-6%	Based on FY23 actuals
Total Electric Sales	14,052,640	13,587,541	14,136,864	(84,224)	-1%	
NSF Check Charge	1,200	990	1,188	12	1%	Based on FY23 actuals
Reconnect Fees	12,720	11,060	11,040	1,680	15%	Based on FY23 actuals
Door Hanger Fees	-	-	-	-	N/A	
Account Set-up Fees	30,480	30,150	30,000	480	2%	Based on FY23 actuals
Failed Payment Arrangement	600	375	600	-	0%	Estimate two per month
Disconnect Notice Fee	67,200	67,475	69,000	(1,800)	-3%	Based on FY23 actuals
BPA Conservation Rate Credit	273,600	221,074	219,720	53,880	25%	Contract amount
Total Other Electric Energy Revenues	385,800	331,124	331,548	54,252	16%	
TOTAL OPERATING REVENUES	14,438,440	13,918,665	14,468,412	(29,972)	0%	
OPERATING EXPENSES						
Board of Directors	15,232	5,121	16,718	(1,486)	-9%	See Departmental Page
Executive	282,380	264,536	269,380	13,000	5%	See Departmental Page
Administrative	404,418	257,918	311,137	93,281	30%	See Departmental Page
Customer Service	695,923	608,973	662,475	33,448	5%	See Departmental Page
Finance	11,286,955	10,376,322	10,534,488	752,467	7%	See Departmental Page
Operations	552,124	424,067	530,142	21,982	4%	See Departmental Page
Distribution	1,351,408	684,837	1,192,534	158,874	13%	See Departmental Page
Risk Management	58,981	38,630	48,430	10,551	22%	See Departmental Page
TOTAL OPERATING EXPENSES	14,647,421	12,660,404	13,565,304	1,082,117	8%	
OPERATING INCOME (LOSS)	(208,981)	1,258,261	903,108	(1,112,089)	-123%	
OPERATING MARGIN	-1%	9%	6%			

Canby Utility
FY 24 Budget
Statement of Operations and Changes In Net Assets - Electric

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
NON-OPERATING REVENUES & EXPENSES						
Rental Lights	34,104	34,107	34,104	-	0%	Based on FY23 actuals
Rental Lights Expenses	-	-	-	-	N/A	N/A
St. Light Maintenance Sales	24,000	30,300	24,000	-	0%	Based on FY23 actuals
Material Sales	-	-	-	-	N/A	N/A
Billed for Dig In's	4,944	21,003	4,944	-	0%	Based on FY23 actuals
Custom Work Sales	-	-	-	-	N/A	N/A
Public St. Lights Sold	31,968	148,127	31,968	-	0%	Based on FY23 actuals
Misc. Other Sales	475,491	108,206	60,000	415,491	692%	BPA Power Dividend (\$415,491) & facility rental to Water department (\$60,000)
Material Sales Cost	-	-	-	-	N/A	N/A
Custom Work Costs	-	-	-	-	N/A	N/A
St. Light Maintenance Costs	(55,968)	(180,339)	(55,968)	-	0%	Based on FY23 actuals
Misc. Other Costs	-	(99,925)	-	-	N/A	N/A
Temp Service	7,800	20,169	7,800	-	0%	Based on FY23 actuals
Interest Income/Other	416,204	45,339	70,669	345,535	489%	Estimate rate range of 3.00% - 3.75% applied to estimated cash on hand
Gain On Disposition of Property	-	1,802	-	-	N/A	Unknown
Loss On Disposition of Property	-	(1,091)	-	-	N/A	Unknown
Other Interest Expense	(1,308)	(1,428)	1,308	(2,616)	-200%	Based on FY23 actuals
Total Non-Operating Revenues & Expenses	937,235	126,270	178,825	758,410	81%	
Net Income/(Loss) Before Capital Contributions	728,254	1,384,531	1,081,933	(353,679)	-49%	
Capital Contributions:						
Hook-up Fees	238,278	339,677	228,592	9,686	4%	131 Residential meter connects
Contribution From Others	-	96,521	-	-	N/A	Unknown
Line Extension Fees	930,207	853,141	1,052,339	(122,132)	-12%	3 Subdivisions, 3 Multi Fam, and 7 Comm
Total Capital Contributions	1,168,485	1,289,339	1,280,931	(112,446)	-9%	
Change in Net Assets	\$ 1,896,739	\$ 2,673,870	\$ 2,362,864	\$ (466,125)	-25%	

Cash Flow:

Cash and Investments Estimate, June 30, 2023	\$ 11,628,323
Cash Used For Capital Purchases	(1,968,965)
Change in Net Assets	1,896,739
Add Back Depreciation	1,271,522
Basis of Asset sold	-
Net Cash Generated/(Used)	1,199,296
Cash and Investments Estimate, June 30, 2024	\$ 12,827,619

**Canby Utility
Electric System
FY 24 Capital Budget**

Project Name	Description of Project	Labor	Inventory	Transport -ation Charges	Labor Overheads 70.92%	Outside Costs	Project Cost
Executive - Projects							
None		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin - Projects							
iX-7 Mailing System	iX-7 mailing system \$9,604 / use \$10,000 for budget / split 75/25	-	-	-	-	\$ 7,500	\$ 7,500
Finance - Projects							
75% of New Utility Software costs 25% Water Fund (carryover)	Our current software has given us some issues during operating changes, staff wants to look into what is available to see if there a product that will better suit our needs to be more efficient.	-	-	-	-	112,500	112,500
Operations & Distribution - Capital Equipment							
45' bucket truck new or used 100k-300k	Unit 12 is up for replacement, it's a 2007 Ford F550 with a 35' areal bucket. We would like to replace it with a 45' areal bucket matching unit 1603. Having both buckets reach the same hight makes working safer and more productive for the lineman. Unit 12 is also staring to show its age, even though well maintained, it is an older truck that is used everyday. A new truck will cost about 300k and is two years out, a used truck would cost about 100-150K and is available now. Actual choice is pending further analysis.	-	-	-	-	300,000	300,000
Mega-Beast Pulse underground service tester HJA-900-D-COMBO	Currently we only have one older model Mega-Beast that is working but doesn't have some features of this Mega-Beast Pulse. We are finding it hard to know what the problem is, with the pulse feature it would help break down the bad conection.	-	-	-	-	3,460	3,460
Conduit Sheave Kit for PVC pipe (wire roller)	Moving to a single duct run for primary wire, we are not equipped for pulling cable with our out dated and small rollers. The new rollers are set up better for triplexed wire and the larger PVC. These kits have all sizes of PVC in our system. Each kit is around \$2000.00.	-	-	-	-	4,000	4,000
Skid loader or skid-steer loader 75% ELECT	This loader can be used for multiple jobs for electric construction and service repairs. With the many attachment options this loader can be used in all aspects of the job from start to finish. It is a small, compact, easy to use piece of equipment that can get into back yards and areas with tight access. We could also use this around CUB's shop area to keep the gravel area and driving roadways clean. CUB would use this at the bottom lands and both substations for brush/grass control. We would look into selling/trading our Kubota track.	-	-	-	-	78,750	78,750
Von SST Series Compact Arc Reflection System small cable fault locator with training	The SST15-832 is the most compact cable fault locator in the market. The full function radar within the thumper allows for all weather operations. The SST-15-832 offers the highest voltage and loudest thump of comparably sized units available in the market. This compact sectionalized automatically marks end of cable, transformer locations, fault locations, and gives distance. Right now we only have one cable fault locator in Unit - 1712 a second portable unit would make finding faults faster and safer. This unit can also operate off a 12 volt battery and 120-240 AC volts.	-	-	-	-	14,900	14,900

**Canby Utility
Electric System
FY 24 Capital Budget**

Project Name	Description of Project	Labor	Inventory	Transport -ation Charges	Labor Overheads 70.92%	Outside Costs	Project Cost
Operations & Distribution - Projects							
10th and N Pine pole relocation	This pole is on the west side of Pine St in the middle of an ADA side walk crossing. The pole also has wildlife damage and needs to be changed out. We will move the new pole to the east side of street and clear the ADA violation.	14,700	4,500	2,500	10,425	5,000	37,125
99E new pole set and wire relocation (Hulbert's Flowers)	Setting a new feeder 4 loop and Moving off PGE's pole, this will set us up for a feeder tie in the future with F and 4. We will see savings on PGE pole attachment charges.	28,947	8,292	2,800	20,529	4,410	64,978
Feeder Extension (In progress)	Westcott Feeder 4, Extension along south Ivy approx. 2100 ft. This includes reconductoring to accommodate new subdivisions and City sanitary pump station. Reconductor/switch - corner of south 13th to 16th. Vault and conduit have been installed.	25,734	101,009	14,473	18,251	7,800	167,267
Contract a GIS consultant for a service contract for training.	We are currently working with UDC consultant and they are evaluating our system and future needs. Once everything is established and a plan is presented I would like to contract them again for operations and field training for all personnel.	-	-	-	-	10,000	10,000
CONTRIBUTED CAPITAL:							
Various Residential Connections	Estimated 130 new resideintial service/meter connections (based on prior years).	86,575	81,328	8,976	61,399	-	238,278
Line Extensions	3 Subdivisions, 3 Multi Family, and 7 Commercial.	198,705	540,023	50,557	140,922	-	930,207
Totals		\$ 354,661	\$ 735,152	\$ 79,306	\$ 251,526	\$ 548,320	\$ 1,968,965

Procedure 520
Attachment 1

Canby Utility
Cash Reserve Procedure

Cash Reserve Calculation

The cash reserve calculations are targeted end of year balances at June 30, 2024.

Electric	Input	Pro-rate	Policy	Reserve Dollars	Basis
Annual O&M Expenditures (excluding power supply costs and depreciation)	\$ 4,775,719	365	180	\$ 2,355,149	Budget 2024
High Month Power Supply Costs	\$ 772,611	30	45	1,158,917	Budget 2024
Power Supply Risk				250,000	BPA
Rate Base Factor for Catastrophic Event	Assets \$ 48,412,911	Depre \$ 16,546,001	Depre/Assets 34.2%	Assumption 2.0%	968,258 Jan 2023 Balance Sheet
Debt Service Highest Payment				-	NA
Capital Improvements	2019-2024	\$1,763,080	20.0%	\$352,616	352,616 1/5 of 5 year September 2019 CIP
Vehicle/Equipment Replacement Program				218,246	Rotation Schedule
Labor Contingency				100,000	To cover less labor intensive capital years
Total Before Project Reserve				5,403,186	
Project Reserve				7,424,433	Project Reserve
Targeted Cash Reserve				\$ 12,827,619	
Minimum Cash Reserve \$4,000,000			Over / (Under) Minimum	\$ 8,827,619	

Canby Utility FY 24 Budget Departmental Summary - Electric													
Categories	Segment Number	Board of Directors	Executive	Administrative	Customer Service	Finance	Operations	Distribution	Risk Mgt	[not used]	FY24 Total by Category	FY23 Total by Category	\$ Change FY24 vs. FY23
Payroll	001	\$ -	\$ 153,180	\$ 133,476	\$ 213,216	\$ 259,308	\$ 310,416	\$ 1,082,088			\$ 2,151,684	\$ 1,922,805	\$ 228,879
PERS	002		43,356	40,548	62,844	73,380	87,852	306,228			614,208	523,219	90,989
Medical/Vision Insurance	003		6,756	33,648	60,168	51,168	59,172	206,028			416,940	363,299	53,641
Dental Insurance	004		504	2,304	3,852	3,612	4,164	16,332			30,768	28,252	2,516
Life Insurance	005		96	84	348	264	96	408			1,296	1,261	35
Worker's Comp	006		180	996	252	312	3,204	19,284			24,228	20,205	4,023
Taxes State Unemployment	007		156	132	216	264	336	1,080			2,184	1,835	349
Taxes FICA/Medicare	008		11,724	10,212	16,308	19,836	23,748	82,776			164,604	146,922	17,682
City Transit	009		924	804	1,284	1,560	1,860	6,492			12,924	11,527	1,397
HRA VEBA			1,572	3,156	6,300	4,728	4,728	18,900			39,384	36,228	3,156
Subtotal Employer-Paid Expenses		-	65,268	91,884	151,572	155,124	185,160	657,528	-	-	1,306,536	1,132,748	173,788
Total Payroll and Employer Paid Expenses		\$ -	\$ 218,448	\$ 225,360	\$ 364,788	\$ 414,432	\$ 495,576	\$ 1,739,616	\$ -		\$ 3,458,220	\$ 3,055,553	\$ 402,667
Wages - Capitalized								(606,192)			(606,192)	(549,516)	(56,676)
Net Total Payroll & Employer-Paid Expenses		-	218,448	225,360	364,788	414,432	495,576	1,133,424	-		2,852,028	2,506,037	345,991
401 (k)	011					1,230					1,230	1,450	(220)
Dues, Fees & Subscriptions	012	316	2,540	5,885	1,644	77,028	108	-	500		88,021	84,853	3,168
Meeting Expenses	013		399	453	72	-	396				1,320	1,543	(223)
Safety	014			8,105			13,800	36,000			57,905	63,022	(5,117)
Special Events	015			13,268							13,268	12,843	425
Office Supplies	017			7,872	150		2,496	240			10,758	11,010	(252)
Postage	018				38,381						38,381	37,080	1,301
Printing & Stationery Supplies	019			10,792	3,334						14,126	10,874	3,252
BPA Conservation	020				229,590						229,590	219,720	9,870
Comm Audits	021				-						-	-	-
Customer Relations	023				1,950						1,950	1,950	-
Heat Pump	024				450						450	750	(300)
Res. Weatherization	025				-						-	-	-
School/Comm	026				-						-	-	-
Share the Warmth	027				30,000						30,000	30,000	-
Water Heater Rebates	028				-						-	-	-
Rent				-							-	-	-
Maint. Of Office Equipment	030			8,637							8,637	8,133	504
Maintenance of Substations	031							6,600			6,600	4,992	1,608
Shop & Work Equipment Expenses	032							27,000			27,000	21,380	5,620
Maint. Of Bldgs. & Grounds	033			56,558							56,558	56,973	(415)
Utilities	034			13,969			13,680				27,649	30,726	(3,077)
After Hours Dispatching	035						5,460				5,460	4,500	960
One Call	042						600				600	732	(132)
PGE Pole Contract	044							4,020			4,020	2,940	1,080
Purchased Power	051					8,600,180					8,600,180	7,967,827	632,353
Property & Liability Insurance	052								58,481		58,481	48,430	10,051
Reporters	053				7,815						7,815	7,375	440
Bad Debts	054				6,215						6,215	5,857	358
Computer Supplies	055			3,372							3,372	2,256	1,116
Computer Upgrades	056					13,650					13,650	6,162	7,488
Maintenance of Computers	057					99,846					99,846	95,083	4,763
Software Upgrades	058					14,949					14,949	4,448	10,501
Telephone	059			25,164							25,164	26,148	(984)
Franchise Tax	060					702,632					702,632	706,842	(4,210)
Energy Resource Supplier Assessment	064					18,000					18,000	18,000	-
Director Fees	068	4,740									4,740	4,740	-
Other Expenses	069	640						60			700	2,575	(1,875)
Depreciation	072					1,271,522					1,271,522	1,228,507	43,015
Trade Organizations	073		47,800								47,800	47,775	25
Cash Over/Short	082				-						-	-	-
Maintenance of Overhead Lines	085							21,000			21,000	19,992	1,008

Canby Utility FY 24 Budget Departmental Summary - Electric													
Categories	Segment Number	Board of Directors	Executive	Administrative	Customer Service	Finance	Operations	Distribution	Risk Mgt	[not used]	FY24 Total by Category	FY23 Total by Category	\$ Change FY24 vs. FY23
Maintenance of Underground Lines	086							40,992			40,992	33,996	6,996
Maintenance of Line Transformers	087							2,160			2,160	6,000	(3,840)
Uncollectible Accounts	089				-						-	-	-
Maintenance of Electric Meters	091							9,000			9,000	9,996	(996)
Street Maintenance Fee	095					5,100					5,100	4,860	240
Maintenance, Supervision & Engineering	096							1,992			1,992	1,200	792
Total Departmental Expenses		5,696	50,739	154,075	319,601	10,804,137	36,540	149,064	58,981	-	11,578,833	10,853,540	725,293
Audit	036					28,074					28,074	27,252	822
Computer Consultants	037					14,400					14,400	7,680	6,720
Infra-Red Scanning	038							-			-	-	-
Labor Negotiations	039			4,500							4,500	10,254	(5,754)
Legal	040		5,400			-	-		-		5,400	5,400	-
Mapping	041						1,992				1,992	1,992	-
Other Consultants	043		-	10,620		528	-				11,148	8,376	2,772
Pole Inspection & Treatment	045							-			-	-	-
Rate Studies	046					22,000					22,000	-	22,000
Translation Services	048				-						-	-	-
Tree Trimming	049							24,000			24,000	60,000	(36,000)
Marketing	061		413								413	413	-
Engineering	065					-	10,000	10,000			20,000	20,000	-
Meter Expenses	067							2,400			2,400	2,400	-
Arc-Flash Hazard Assessment	081							-			-	-	-
Inspections	083					-					-	-	-
Office Contract Help	084				-						-	-	-
Paving/Road	088							6,000			6,000	6,000	-
Total Consulting/Contract		-	5,813	15,120	-	65,002	11,992	42,400	-	-	140,327	149,767	(9,440)
Training	016	6,290	5,220	4,614	4,490	2,484	1,800	18,600	-		43,498	27,848	15,650
Transportation	063	3,246	2,160	5,249	7,044	900	6,216	7,920	-		32,735	28,112	4,623
Total Transportation & Training		9,536	7,380	9,863	11,534	3,384	8,016	26,520	-	-	76,233	55,960	20,273
Total Operating Expenses		\$ 15,232	\$ 282,380	\$ 404,418	\$ 695,923	\$ 11,286,955	\$ 552,124	\$ 1,351,408	\$ 58,981	\$ -	\$ 14,647,421	\$ 13,565,304	\$ 1,082,117

**Canby Utility
FY 24 Budget
Board of Directors - Electric**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Expense:						
Director Fees	\$ 4,740	\$ 3,520	\$ 4,740	\$ -	0%	Stipend added for SDAO & PPC Mtgs
Total Director Fees	4,740	3,520	4,740	-	0%	
Dues, Fees & Subscriptions	316	22	456	(140)	-31%	Zoom Subscription
Other Expenses	640	618	2,515	(1,875)	-75%	Lamp, Refreshments
Total Departmental	956	640	2,971	(2,015)	-68%	
Training	3,246	893	3,246	-	0%	SDAO Conf (4) Bend + Placeholder
Transportation	6,290	67	5,761	529	9%	SDAO Conf (4) Bend + Placeholder
Total Transportation & Training	9,536	960	9,007	529	6%	
Total Board of Directors Expense	\$ 15,232	\$ 5,120	\$ 16,718	\$ (1,486)	-9%	

**Canby Utility
FY 24 Budget
Executive - Electric**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Total Payroll & Employer Paid Expenses	\$ 218,448	\$ 179,320	\$ 207,290	\$ 11,158	5%	Estimated 4.5% COLA
Dues, Fees & Subscriptions	2,540	2,080	2,165	375	17%	News Data, Kiwanis, newspapers
Meeting Expenses	399	34	397	2	1%	Estimate
Total Departmental	2,939	2,114	2,562	377	15%	
Legal	5,400	25,795	5,400	-	0%	Estimate based on FY22/23
Other Consultants	-	8,200	-	-	N/A	N/A
Marketing	413	412	413	-	0%	Chamber dues
Total Consulting/Contract	5,813	34,407	5,813	-	0%	
APPA	9,000	8,621	9,000	-	0%	Estimated increase over FY22
LOC	400	375	375	25	7%	Estimated increase over FY22
LGPI	-	-	-	-	N/A	No longer exists
OMEU	18,200	17,209	18,200	-	0%	Estimated increase over FY22
SDAO	900	579	900	-	0%	Estimate
PNUCC	-	-	-	-	N/A	N/A
NWPPA	10,000	8,553	10,000	-	0%	Estimated increase over FY22
PPC	9,300	9,129	9,300	-	0%	Estimated increase over FY22
ICMA	-	-	-	-	N/A	N/A
Total Trade Organizations	47,800	44,466	47,775	25	0%	
Training	2,160	2,810	720	1,440	200%	Based on FY23 actual
Transportation	5,220	1,420	5,220	-	0%	Based on FY23 budget
Total Transportation & Training	7,380	4,230	5,940	1,440	24%	
Total Executive Expense	\$ 282,380	\$ 264,537	\$ 269,380	\$ 13,000	5%	

**Canby Utility
FY 24 Budget
Administrative - Electric**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Total Payroll & Employer Paid Expenses	\$ 225,360	\$ 134,382	\$ 133,493	\$ 91,867	69%	Estimated 4.5% COLA and add'l employee
Dues, Fees & Subscriptions	5,885	3,928	5,789	96	2%	Recruitments
Meeting Expenses	453	36	678	(225)	-33%	Non-bargaining year
Safety	8,105	2,103	9,022	(917)	-10%	Safety manual carry-over, no COVID reqmts.
Special Events	13,268	9,725	12,843	425	3%	Empl. recognition event cost increases, add'l staff
Office Supplies	7,872	8,007	8,628	(756)	-9%	Established Phase 2, less needed
Printing & Stationery Supplies	10,792	4,418	8,971	1,821	20%	Envelope costs
Rent	-	-	-	-	N/A	No longer applicable for Electric
Maint. Of Office Equipment	8,637	7,294	8,133	504	6%	Actual copy charges, maint. costs closer to actual
Maint. Of Bldgs. & Grounds	56,558	42,286	56,973	(415)	-1%	Lower janitorial, higher generator maint, higher contingencies
Utilities	13,969	14,326	14,406	(437)	-3%	Based on FY23, sewer corrected, slight increase
Computer Supplies	3,372	1,840	2,256	1,116	49%	Closer to actual
Telephone	25,164	25,929	26,148	(984)	-4%	iPhones and data plans for crew (budget carryover)
Total Departmental	154,075	119,892	153,847	228	0%	
Labor Negotiations	4,500	441	10,254	(5,754)	-56%	Non-bargaining year, new employee handbook
Other Consultants	10,620	3,075	8,376	2,244	27%	MT survey, EP Analysis carry-over
Total Consulting/Contract	15,120	3,516	18,630	(3,510)	-19%	
Training	4,614	98	2,213	2,401	108%	SHRM Conf, SDAO, CIS, LERG, new EE training
Transportation	5,249	31	2,954	2,295	78%	SHRM, LERG, SDAO Mtg Travel
Total Transportation & Training	9,863	129	5,167	4,696	91%	
Total Administrative - Expense	\$ 404,418	\$ 257,919	\$ 311,137	\$ 93,281	30%	

**Canby Utility
FY 24 Budget
Customer Service - Electric**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Total Payroll & Employer Paid Expenses	\$ 364,788	\$ 280,373	\$ 349,636	\$ 15,152	4%	4.5% or 7.0% COLA
Dues, Fees & Subscriptions	1,644	1,960	1,260	384	30%	Stuff and fold issues
Meeting Expenses	72	-	72	-	0%	Same as last year
Office Supplies	150	78	150	-	0%	Same as last year
Postage	38,381	44,653	37,080	1,301	4%	3% increase & box rental & presort permit
Reporters	7,815	6,898	7,375	440	6%	Increase in pricing
Bad Debt	6,215	8,009	5,857	358	6%	Average of past 6 years
Cash Over/Short	-	8	-	-	N/A	N/A
Uncollectible Accounts	-	(55)	-	-	N/A	N/A
Total Departmental	54,277	61,551	51,794	2,483	5%	
Printing & Stationery Supplies	3,334	2,135	1,903	1,431	75%	Increase in cost
Translation Services	-	-	-	-	N/A	N/A
Outside Services Employed	-	-	-	-	N/A	N/A
Office Contract Help	-	26,921	-	-	N/A	N/A
Total Consulting/Contract	3,334	29,056	1,903	1,431	75%	
Training	4,490	172	50	4,440	8880%	3C's conference & classes
Transportation	7,044	4,437	6,672	372	6%	Gas price increase
Total Transportation & Training	11,534	4,609	6,722	4,812	72%	
BPA Conservation	229,590	201,165	219,720	9,870	4%	Based on BPA funding projections
Comm Audits	-	-	-	-	N/A	N/A
Customer Relations	1,950	2,220	1,950	-	0%	Same as last year
Heat Pump	450	-	750	(300)	-40%	Estimate
Res. Weatherization	-	-	-	-	N/A	N/A
School/Community	-	-	-	-	N/A	N/A
Share the Warmth	30,000	30,000	30,000	-	0%	Same as last year
Water Heater Rebates	-	-	-	-	N/A	N/A
Total Programs	261,990	233,385	252,420	9,570	4%	
Total Customer Service Expense	\$ 695,923	\$ 608,974	\$ 662,475	\$ 33,448	5%	

**Canby Utility
FY 24 Budget
Finance - Electric**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Total Payroll & Employer Paid Expenses	\$ 414,432	\$ 315,972	\$ 387,102	\$ 27,330	7%	Estimated 4.5% COLA
Depreciation Exp - Electric Plant	1,159,951	1,082,239	1,121,427	38,524	3%	From Schedule
Depreciation Exp - Equipment	33,757	-	33,556	201	1%	From Schedule
Depreciation Exp - Office Equipment	77,814	-	73,524	4,290	6%	From Schedule
Franchise Tax	702,632	684,293	706,842	(4,210)	-1%	5% of Sales
Purchased Power & Transmission	8,600,180	8,059,236	7,967,827	632,353	8%	BPA power forecast, transmission estimate
Dues, Fees & Subscriptions	77,028	74,323	75,075	1,953	3%	Based on current year charges
Meeting Expenses	-	-	-	-	N/A	N/A
401(k), Sec. 125	1,230	1,199	1,450	(220)	-15%	Monthly fees, Annual Report & Plan Reinstatement
Computer Upgrades	13,650	3,170	6,162	7,488	122%	Printers, monitors, and battery back ups
Maintenance of Computers	99,846	75,046	95,083	4,763	5%	Software maint and support, mapping and AMI meters, new software
Software Upgrades	14,949	6,879	4,448	10,501	236%	Software renewals, new backflow mngt. software
Energy Resource Supplier Asses.	18,000	16,649	18,000	-	0%	OR DOE Energy Resource Supplier Assessment
Street Maintenance Fee	5,100	7,957	4,860	240	5%	Current charges, office and shops 1 location
Total Departmental	10,804,137	10,010,991	10,108,254	695,883	7%	
Audit	28,074	18,654	27,252	822	3%	Contract not to exceed amount
Computer Consultants	14,400	8,510	7,680	6,720	88%	Based on current year
Legal	-	-	-	-	N/A	
Other Consultants	528	22,196	-	528	N/A	FY 24 exp CIS - GASB 75 valuation
Rate Studies	22,000	-	-	22,000	N/A	Rate review
Engineering	-	-	-	-	N/A	N/A
Inspections	-	-	-	-	N/A	N/A
Total Consulting/Contract	65,002	49,360	34,932	30,070	86%	
Training	2,484	-	3,000	(516)	-17%	Staff development
Transportation	900	-	1,200	(300)	-25%	Staff development
Total Transportation & Training	3,384	-	4,200	(816)	-19%	
Total Finance Expense	\$ 11,286,955	\$ 10,376,323	\$ 10,534,488	\$ 752,467	7%	

**Canby Utility
FY 24 Budget
Operations - Electric**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Total Payroll & Employer Paid Expenses	\$ 495,576	\$ 367,638	\$ 472,274	\$ 23,302	5%	4.5% or 7.0% COLA
Dues, Fees & Subscriptions	108	38	108	-	0%	Subscriptions
Meeting Expenses	396	-	396	-	0%	OMEU Meetings
Office Supplies	2,496	2	1,992	504	25%	Set up mapping/media center
Utilities	13,680	14,935	16,320	(2,640)	-16%	Based on FY23, 9 month actuals
After Hours Dispatching	5,460	4,410	4,500	960	21%	Based on FY23, 9 month actuals
One Call	600	23,040	732	(132)	-18%	Lower - now performed by CU staff
Total Departmental	22,740	42,425	24,048	(1,308)	-5%	
Safety	13,800	13,631	14,400	(600)	-4%	Based on current contract ESCI and FY23, 9 month actuals
Legal	-	-	-	-	N/A	N/A
Mapping	1,992	-	1,992	-	0%	Support contracts holding place
Other Consultants	-	-	-	-	N/A	N/A
Engineering	10,000	-	10,000	-	0%	Support contracts 5 year study support
Total Consulting/Contract	25,792	13,631	26,392	(600)	-2%	
Training	1,800	374	1,668	132	8%	Add more training opportunities NWPPA/ESRI/AWWA
Transportation	6,216	-	5,760	456	8%	FY23, 9 month actuals; add'l training opportunities
Total Transportation & Training	8,016	374	7,428	588	8%	
Total Operations Expense	\$ 552,124	\$ 424,068	\$ 530,142	\$ 21,982	4%	

**Canby Utility
FY 24 Budget
Distribution - Electric**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Net Payroll & Employer Paid Expenses	1,133,424	542,201	956,242	177,182	19%	7.0% COLA; new position
Dues, Fees & Subscriptions	-	-	-	-	N/A	N/A
Safety	36,000	31,629	39,600	(3,600)	-9%	Based on FY23, 9 month actuals.
Office Supplies	240	144	240	-	0%	Based on FY23, 9 month actuals.
Maintenance of Substations	6,600	4,785	4,992	1,608	32%	Based on 9 month actuals; estimated increases
Shop & Work Equipment Expenses	27,000	15,920	21,380	5,620	26%	Based on FY23, 9 month actuals; crew hand tools upgrade
PGE Pole Contract Agreement	4,020	2,314	2,940	1,080	37%	Based on FY23, 9 month actuals; removal of attachments
Maintenance of Overhead Lines	21,000	18,047	19,992	1,008	5%	Based on FY23, 9 month actuals
Maintenance of Underground Lines	40,992	27,694	33,996	6,996	21%	Based on FY23, 9 month actuals; locates and aging services
Maintenance of Line Transformers	2,160	2,132	6,000	(3,840)	-64%	Based on FY23, 9 month actuals
Maintenance of Electric Meters	9,000	18,078	9,996	(996)	-10%	Based on FY23, 9 month actuals
Maintenance Supervision & Engineering	1,992	911	1,200	792	66%	Based on FY23, 9 month actuals
Total Departmental	149,004	121,654	140,336	8,668	6%	
Infra-Red Scanning	-	-	-	-	N/A	Performed by CU employees
Pole Inspection & Treatment	-	-	-	-	N/A	N/A
Tree Trimming	24,000	-	60,000	(36,000)	-60%	Annual tree trimming, as needed for hazard trees
Engineering	10,000	5,891	10,000	-	0%	Based on FY23, 9 month actuals
Metering	2,400	-	2,400	-	0%	Based on FY23, 9 month actuals, metering as needed
Other Expenses	60	43	60	-	0%	Based on FY23, 9 month actuals
Arc-Flash Hazard Assessment	-	-	-	-	N/A	N/A
Paving/Road	6,000	-	6,000	-	0%	Based on projected future needs
Total Consulting/Contract	42,460	5,934	78,460	(36,000)	-46%	
Training	18,600	1,947	9,936	8,664	87%	More employees, more training opportunities (meter, transformer, GIS), and apprentice school
Transportation	7,920	13,102	7,560	360	5%	Based on FY23, 9 month actuals; add'l employee training
Total Transportation & Training	26,520	15,049	17,496	9,024	52%	
Total Distribution Expense	\$ 1,351,408	\$ 684,838	\$ 1,192,534	\$ 158,874	13%	

**Canby Utility
FY 24 Budget
Risk Management - Electric**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Expense:						
Dues, Fees and Subscriptions	\$ 500	\$ -	\$ -	\$ 500	N/A	N/A
Property & Liability Insurance	58,481	38,630	48,430	10,051	21%	FY23 actual plus 16% estimated rate increase
Total Departmental	58,981	38,630	48,430	10,551	22%	
Legal	-	-	-	-	N/A	N/A
Total Consulting/Contract	-	-	-	-	N/A	
Training	-	-	-	-	N/A	N/A
Transportation	-	-	-	-	N/A	N/A
Total Transportation & Training	-	-	-	-	N/A	
Total Risk Management Expense	\$ 58,981	\$ 38,630	\$ 48,430	\$ 10,551	22%	



Fiscal Year 2024 Budget

Water Operating Budget see pages 38-39
Statement of Operations and Changes In Net Assets - Water

Water Capital Budget see pages 40-41

Water Cash Reserve Calculation see page 42

Departmental Summary - Water see pages 43-44
Followed by detailed departmental budgets see pages 45-53

**Canby Utility
FY 24 Budget
Statement of Operations and Changes In Net Assets - Water**

Description	Budget	FY22 Actual	Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
OPERATING REVENUES						
Residential	\$ 2,461,000	\$ 2,527,477	\$ 2,425,000	\$ 36,000	1%	Based on low consumption year
Commercial	450,000	466,217	446,000	4,000	1%	Based on low consumption year
Industrial	41,000	33,188	42,000	(1,000)	-2%	Based on low consumption year
Municipal	35,000	43,662	34,000	1,000	3%	Based on low consumption year
Multi-Family	660,000	727,540	656,000	4,000	1%	Based on low consumption year
Irrigation/Hydrant	114,000	124,677	113,000	1,000	1%	Based on low consumption year
Unbilled Revenue	-	(91,982)	-	-	N/A	Unknown Until FY Year-End
Total Water Usage Sales	3,761,000	3,830,779	3,716,000	45,000	1%	
Other Water Revenue	-	-	-	-	N/A	N/A
Total Other Water Revenues	-	-	-	-	N/A	
Total Operating Revenues	3,761,000	3,830,779	3,716,000	45,000	1%	
Operating expenses:						
Board of Directors	6,938	1,671	5,426	1,512	28%	See Departmental Page
Executive	83,381	66,493	76,850	6,531	8%	See Departmental Page
Administrative	219,314	144,082	188,362	30,952	16%	See Departmental Page
Customer Service	165,839	138,133	149,601	16,238	11%	See Departmental Page
Finance	1,336,373	1,146,288	1,160,913	175,460	15%	See Departmental Page
Operations	186,880	225,195	249,302	(62,422)	-25%	See Departmental Page
Distribution	720,288	494,943	578,374	141,914	25%	See Departmental Page
Water Treatment Plant	1,382,731	1,115,605	1,244,953	137,778	11%	See Departmental Page
Risk Management	42,889	36,756	40,944	1,945	5%	See Departmental Page
Total Operating Expenses	4,144,633	3,369,166	3,694,725	449,907	12%	
Operating Income/(Loss)	(383,633)	461,613	21,275	(404,907)	-1903%	
Operating Margin	-10%	12%	1%			

**Canby Utility
FY 24 Budget
Statement of Operations and Changes In Net Assets - Water**

Description	Budget	FY22 Actual	Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
NON-OPERATING REVENUES & EXPENSES						
Material Sales	-	-	-	-	N/A	Unknown, not a usual occurrence
Billed for Dig In's	4,280	951	4,280	-	0%	Based on FY 2020
Custom Work Sales	-	-	-	-	N/A	Unknown, not a usual occurrence
Misc. Other Sales	-	91,519	-	-	N/A	Misc, unknown YE adj's - GASB & Transportation
Inspection Fees	60,237	54,406	37,137	23,100	62%	From Capital Budget estimate
Sewer Billing Fees - City	-	(5,588)	-	-	N/A	N/A
Material Sales Costs	-	-	-	-	N/A	Unknown, not a usual occurrence
Misc. Other Costs and Expenses	-	-	-	-	N/A	Misc, unknown YE adj's - GASB
Inspection Fees Cost	(60,237)	(81,263)	(37,137)	(23,100)	62%	From Capital Budget estimate
Interest Income	206,454	31,001	45,949	160,505	349%	Estimate rate range of 3.00% - 3.75% applied to estimated cash on hand
Gain On Disposition of Property	-	857	-	-	N/A	Unknown
Loss On Disposition of Property	-	(54)	-	-	N/A	Unknown
Other Deductions	-	-	-	-	N/A	N/A
Interest Expense	(23,595)	(41,800)	(32,775)	9,180	-28%	Per amortization schedules
Total Non-Operating Revenues & Expenses	187,139	50,029	17,454	169,685	-972%	
Net Income/(Loss) before Capital Contributions	(196,494)	511,642	38,729	(235,222)	-607%	
Capital Contributions						
Hook-up Fees	58,145	61,572	61,437	(3,292)	-5%	130 Residential meter connects
Contribution From Others	901,296	1,724,906	1,464,860	(563,564)	-38%	3 Subdivisions, 3 Multi Fam, and 7 Comm
SDC Fees	901,300	667,860	758,360	142,940	19%	SDC's for the above contributed capital
Total Capital Contributions	1,860,741	2,454,338	2,284,657	(423,916)	-19%	
Change in Net Assets	\$ 1,664,248	\$ 2,965,980	\$ 2,323,386	\$ (659,138)	-28%	

Cash Flow:

Cash and Investments Estimate, June 30, 2023	<u>\$ 7,297,910</u>
Cash Used For Capital Purchases	(4,231,985)
Change in Net Assets	1,664,248
Add Back Depreciation	890,014
Principle Payments on Water Bonds	(416,000)
Net Cash Generated/(Used)	<u>(2,093,724)</u>
Cash and Investments Estimate, June 30, 2024	<u>\$ 5,204,187</u>

Canby Utility Water System FY 24 Capital Budget							
Project Name	Description of Project	Labor	Inventory	Transport -ation Charges	Labor Overheads 81.31%	Outside Costs	Project Cost
Executive - Projects							
None		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin - Projects							
iX-7 Mailing System	iX-7 mailing system \$9,604 / use \$10,000 for budget / split 75/25	-	-	-	-	\$ 2,500	\$ 2,500
Finance - Projects							
75% of New Utility Software costs 25% Water Fund (carryover)	Our current software has given us some issues during operating changes, staff wants to look into what is available to see if there a product that will better suit our needs to be more efficient.	-	-	-	-	37,500	37,500
Operations & Distribution Capital Equipment							
TopCon laser level kit	The level would help on grading ditches and water line main installation. Right now we are using a 6' level or borrowing a contractor's or the City of Canby's laser. This would speed up our production and accuracy of our mains. Also the crew would be able to show the electric side how to use it if needed. This tool would serve multiple uses for Canby Utility.	-	-	-	-	1,500	1,500
Skid loader or skid-steer loader 25% WATER	This loader can be used for multiple purpose for water line construction and service repairs. With the many attachment options this loader can be used in all aspects of the job from start to finish. It is a small compact and easy to use piece of equipment.	-	-	-	-	26,250	26,250
Echologics Leak Finder -ST	Simple, easy-to-use user leak detection. The system automatically estimates the speed of sound in water pipes, producing accurate location of leaks. Its state-of-the-art electronics provides superior performance for 'quiet' or small leaks. This also includes two days of training for all field staff.	-	-	-	-	26,173	26,173
Hydraulic tool circuit for Unit 1710	Unit 1710 was over budget when built and this was an item that was taken off the build sheet. The tools where all bought with the truck but no way to use them with the truck. Now if the crew needs hydraulic tools they have to use a back hoe or vac trailer. This is unproductive and costly having extra equipment and more crew members to drive the equipment to the job. They also have a hydraulic valve turner that would run off this truck making valve maintenance easier.	-	-	-	-	6,147	6,147
Contract a GIS consultant for a service contract for training.	We are currently working with UDC consultant and they are evaluating our system and future needs. Once everything is established and a plan is presented I would like to contract them again for operations and field training for all personnel.	-	-	-	-	10,000	10,000

Canby Utility Water System FY 24 Capital Budget							
Project Name	Description of Project	Labor	Inventory	Transport -ation Charges	Labor Overheads 81.31%	Outside Costs	Project Cost
Operations & Distribution - Projects							
Water main Tie 14"	This would tie the mains from Sequoia PkWy to Mulino Rd. We are dumping 67,500 gallons of treated drinking water a month. This tie will eliminate that waste of treated water and give us a looped system for our industrial park area.	16,464	96,935	16,397	13,387	10,000	153,183
Water Main Replacement as directed by the new Water Master Plan	Water Main Replacement as needed by age and material and frequency of leaks suggested by the Water Master Plan. 5% increase from last year.	61,600	450,000	12,600	50,087	10,000	584,287
WTP							
Capital Expenditure Modifications	Capital draw-down upon request per Veolia Water O&M Service Agreement.	-	-	-	-	25,000	25,000
New Facility for Willamette River Supply	Secondary water source development planning and conceptual design.	-	-	-	-	2,400,000	2,400,000
CONTRIBUTED CAPITAL							
New Projects	3 Subdivisions, 3 Multi Family units, and 7 Commercial Projects	-	-	-	-	901,300	901,300
Various Residential Connects	Estimated 130 residential connects	4,680	46,930	2,730	3,805	-	58,145
Total		\$ 82,744	\$ 593,865	\$ 31,727	\$ 67,279	\$ 3,456,370	\$ 4,231,985

Procedure 520
Attachment 1

Canby Utility
Cash Reserve Procedure

Cash Reserve Calculation

The cash reserve calculations are targeted end of year balances at June 30, 2024.

Water	Input	Pro-rate	Policy	Reserve Dollars	Basis
Annual O&M Expenditures (excluding depreciation)	\$ 3,254,619	365	120	\$ 1,070,012	Budget 2024
Rate Base Factor for Catastrophic Event	Assets \$ 41,114,946	Depre \$ 13,957,910	Depre/Assets 33.9%	Assumption 2.0%	Jan 2023 Balance Sheet w/ WIP
Debt Service Highest Payment		10/1/2023 Series 2014 \$219,267 Series 2017 \$211,993 \$431,260	4/1/2024 \$1,754 \$8,893 \$10,647		Not funding due to Bonds require a reserve dollar amount.
Water Revenue Bonds, Series 2014 & 2017 Reserves				393,900	Bond requirements, to be moved to Project Reserve when the bonds are paid off.
Capital Improvements - WMP 2023	2011-2015	\$12,645,000	20.0%	\$2,529,000	WMP Draft - 1/5 of 5 year CIP
Vehicle/Equipment Replacement Program				24,044	Rotation Schedule
Total Before Project Reserve				4,839,255	
Project Reserve				364,932	WTP project
Targeted Cash Reserve				\$ 5,204,187	
Minimum Cash Reserve \$2,000,000			Over / (Under) minimum	\$ 3,204,187	

Canby Utility FY 24 Budget Department Summary - Water													
Categories	Board of Directors	Executive	Administrative	Customer Service	Finance	Operations	Distribution	WTP	Risk Mgt	FY24 Total by Category	FY23 Total by Category	\$ Change FY24 vs. FY23	% Change FY24 vs. FY23
Wages - Expense	\$ -	\$ 51,060	\$ 44,496	\$ 71,076	\$ 86,436	\$ 103,476	\$ 457,896	\$ -	\$ -	\$ 814,440	\$ 722,894	\$ 91,546	12.66%
PERS		14,448	13,512	20,952	24,468	29,280	132,720			235,380	200,614	34,766	17.33%
Medical/Vision Insurance		2,256	11,220	20,052	17,052	19,728	115,440			185,748	163,914	21,834	13.32%
Dental Insurance		168	768	1,284	1,212	1,392	6,372			11,196	10,378	818	7.88%
Life Insurance		36	24	120	84	36	312			612	597	15	2.51%
Worker's Comp		60	336	84	108	1,068	10,908			12,564	9,714	2,850	29.34%
Taxes State Unemployment		48	48	72	84	84	456			792	709	83	11.71%
Taxes FICA/Medicare		3,912	3,408	5,436	6,612	7,920	35,028			62,316	55,160	7,156	12.97%
City Transit		312	264	432	516	624	2,748			4,896	4,333	563	12.99%
HRA VEBA		528	1,056	2,100	1,572	1,572	12,600			19,428	18,384	1,044	5.68%
Subtotal Employer-Paid Expenses	-	21,768	30,636	50,532	51,708	61,704	316,584	-	-	532,932	463,803	69,129	14.90%
Total Payroll and Employer Paid Expenses	-	72,828	75,132	121,608	138,144	165,180	774,480	-	-	1,347,372	1,186,697	160,675	13.54%
Wages - Capitalized							(150,024)			(150,024)	(128,112)	(21,912)	17.10%
Net Total Payroll & Employer-Paid Expenses	-	72,828	75,132	121,608	138,144	165,180	624,456	-	-	1,197,348	1,058,585	138,763	13.11%
401 (k)					410					410	484	(74)	-15.23%
Dues, Fees & Subscriptions	156	30	3,263	7,128	25,680	100	1,320		-	37,677	30,562	7,115	23.28%
Meeting Expenses		120	147	24	-	200				491	509	(18)	-3.54%
Safety			2,702	50		4,584	3,120			10,456	17,352	(6,896)	-39.74%
Special Events			4,821							4,821	4,356	465	10.67%
Office Supplies			2,628			2,160	156			4,944	4,236	708	16.71%
Postage				12,921						12,921	12,360	561	4.54%
Printing & Stationery Supplies			4,612	1,111						5,723	4,506	1,217	27.01%
Customer Info				-						-	-	-	0.00%
Customer Relations				650						650	650	-	0.00%
School/Comm				-						-	-	-	0.00%
Share the Warmth				10,000						10,000	10,000	-	0.00%
Water Promotion				1,500						1,500	1,500	-	0.00%
Rent			60,000							60,000	60,000	-	0.00%
Maint. Of Office Equipment			2,951							2,951	2,708	243	8.97%
Shop & Work Equipment Expenses							8,040			8,040	9,492	(1,452)	-15.30%
Maint. Of Bldgs. & Grounds			34,430							34,430	34,695	(265)	-0.76%
Utilities			5,108			3,648				8,756	8,282	474	5.72%
After Hours Dispatching						1,824				1,824	1,500	324	21.60%
One Call						408				408	408	-	0.00%
Property & Liability Insurance									42,889	42,889	40,944	1,945	4.75%
Reporters				5,902						5,902	4,080	1,822	44.66%
Bad Debts				1,115						1,115	1,115	-	0.00%
Computer Supplies			1,128							1,128	756	372	49.21%
Computer Upgrades					4,550					4,550	2,052	2,498	121.73%
Maintenance of Computers					33,286					33,286	31,695	1,591	5.02%
Software Upgrades					4,987					4,987	1,483	3,505	236.39%
Telephone			11,724							11,724	11,064	660	5.97%
Franchise Tax					188,050					188,050	185,800	2,250	1.21%
Hazardous Substance Fee					-					-	-	-	0.00%
Director Fees	1,420									1,420	1,420	-	0.00%
Other Expenses	223						-			223	848	(626)	-73.76%
Depreciation					890,014					890,014	764,204	125,810	16.46%
Trade Organizations		2,645								2,645	2,795	(150)	-5.37%
Cash Over/Short				-						-	-	-	0.00%
Uncollectible Accounts				-						-	-	-	0.00%
Maint. Of Distribution Mains						39,600				39,600	28,992	10,608	36.59%
Maintenance of Water Services						5,040				5,040	12,000	(6,960)	-58.00%
Maintenance of Water Meters						3,600				3,600	6,000	(2,400)	-40.00%
Maintenance of Water Hydrants						5,400				5,400	9,996	(4,596)	-45.98%
Equipment Rental						-				-	-	-	0.00%
Street Maintenance Fee					5,784					5,784	5,495	289	5.26%

Canby Utility FY 24 Budget Department Summary - Water													
Categories	Board of Directors	Executive	Administrative	Customer Service	Finance	Operations	Distribution	WTP	Risk Mgt	FY24 Total by Category	FY23 Total by Category	\$ Change FY24 vs. FY23	% Change FY24 vs. FY23
Maintenance, Supervision & Engineering							13,464			13,464	18,000	(4,536)	-25.20%
Total Departmental Expenses	1,799	2,795	133,514	40,401	1,152,761	12,924	79,740	-	42,889	1,466,823	1,332,338	134,484	10.09%
Audit					9,360					9,360	9,084	276	3.04%
Computer Consultants					4,800					4,800	2,556	2,244	87.79%
Labor Negotiations			2,504							2,504	6,586	(4,082)	-61.98%
Legal		5,820			-	-			-	5,820	2,880	2,940	102.08%
Mapping						1,992				1,992	1,992	-	0.00%
Other Consultants (Maint Material & Exp's WTP)		138	4,872		180	-		7,275		12,465	11,958	507	4.24%
Rate Studies					30,000					30,000	-	30,000	0.00%
Regulatory								12,400		12,400	12,750	(350)	-2.75%
Translation Services				-						-	-	-	0.00%
Veolia Water NA								1,333,656		1,333,656	1,209,207	124,449	10.29%
Marketing		-								-	-	-	0.00%
Engineering					-	2,500				2,500	2,500	-	0.00%
Leak Detection Survey							-			-	-	-	0.00%
Inspections					-					-	-	-	0.00%
Office Contract Help										-	-	-	0.00%
Paving/Road							6,000			6,000	6,000	-	0.00%
Other Expenses								29,400		29,400	15,300	14,100	92.16%
Total Consulting/Contract	-	5,958	7,376	-	44,340	4,492	6,000	1,382,731	-	1,450,897	1,280,813	170,084	13.28%
Training	1,086	1,200	1,538	2,336	828	1,440	5,292		-	13,720	13,166	554	4.21%
Transportation	4,053	600	1,754	1,494	300	2,844	4,800		-	15,845	9,823	6,022	61.31%
Total Transportation & Training	5,139	1,800	3,292	3,830	1,128	4,284	10,092	-	-	29,565	22,989	6,576	28.60%
Total Operating Expenses	\$ 6,938	\$ 83,381	\$ 219,314	\$ 165,839	\$ 1,336,373	\$ 186,880	\$ 720,288	\$ 1,382,731	\$ 42,889	\$ 4,144,633	\$ 3,694,725	\$ 449,907	12.18%

**Canby Utility
FY 24 Budget
Board of Directors - Water**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Expense:						
Director Fees	\$ 1,420	\$ 1,160	\$ 1,420	\$ -	0%	Stipend added for SDAO
Total Director Fees	1,420	1,160	1,420	-	0%	
Dues, Fees & Subscriptions	156	8	156	-	0%	Zoom Subscription
Other Expenses	223	206	848	(626)	-74%	Lamp, Refreshments
Total Departmental	379	214	1,004	(626)	-62%	
Training	1,086	298	1,086	-	0%	SDAO Conf (4) Seaside + Placeholder
Transportation	4,053	-	1,916	2,137	112%	SDAO Conf (4) Seaside + Placeholder
Total Transportation & Training	5,139	298	3,002	2,137	71%	
Total Board of Directors Expenses	\$ 6,938	\$ 1,672	\$ 5,426	\$ 1,512	28%	

**Canby Utility
FY 24 Budget
Executive - Water**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Total Payroll & Employer Paid Expenses	\$ 72,828	\$ 57,580	\$ 69,103	\$ 3,725	5%	Estimated 4.5% COLA
Dues, Fees & Subscriptions	30	60	71	(41)	-58%	Kiwanis, newspapers
Meeting Expenses	120	11	63	57	90%	Estimate
Total Departmental Expenses	150	71	134	16	12%	
Legal	5,820	5,411	2,880	2,940	102%	Average of past six years
Other Consultants	-	-	-	-	N/A	N/A
Marketing	138	138	138	-	0%	Chamber dues
Total Consulting/Contract	5,958	5,549	3,018	2,940	97%	
LOC	125	125	125	-	0%	Same as prior years
LGPI	-	-	-	-	N/A	No longer exists
OAWU	1,200	1,200	1,250	(50)	-4%	Based on FY22/23
SDAO	200	193	300	(100)	-33%	Based on FY22/23
Tri County	-	-	-	-	N/A	No longer exists
AWWA	420	389	420	-	0%	Based on FY22/23
OWUC	700	700	700	-	0%	Same as prior years
ICMA	-	-	-	-	N/A	N/A
Total Trade Organizations	2,645	2,607	2,795	(150)	-5%	
Training	1,200	687	1,200	-	0%	Placeholder
Transportation	600	-	600	-	0%	Placeholder
Total Transportation & Training	1,800	687	1,800	-	0%	
Total Executive Expenses	\$ 83,381	\$ 66,494	\$ 76,850	\$ 6,531	8%	

**Canby Utility
FY 24 Budget
Administrative - Water**

Description	Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Total Payroll & Employer Paid Expenses	\$ 75,132	\$ 41,182	\$ 44,479	\$ 30,653	69%	Estimated 4.5% COLA and add'l employee
Dues, Fees & Subscriptions	3,263	428	3,202	61	2%	Recruitments
Meeting Expenses	147	29	222	(75)	-34%	Non-bargaining year
Safety	2,702	344	3,010	(308)	-10%	Safety manual carry-over, no COVID reqmts.
Special Events	4,821	1,087	4,356	465	11%	Empl. recognition event cost increases, add'l staff
Office Supplies	2,628	2,338	2,880	(252)	-9%	Established Phase 2, less needed
Printing & Stationery Supplies	4,612	2,265	3,872	740	19%	Envelope costs
Rent	60,000	21,600	60,000	-	0%	Water rents space from Electric
Maint. Of Office Equipment	2,951	2,024	2,708	243	9%	Actual copy charges, maint. costs closer to actual
Maint. Of Bldgs. & Grounds	34,430	24,301	34,695	(265)	-1%	Lower janitorial, higher generator maint, higher contingencies
Utilities	5,108	3,413	4,634	474	10%	Based on FY23, sewer corrected, slight increase
Computer Supplies	1,128	763	756	372	49%	Closer to actual
Telephone	11,724	9,424	11,064	660	6%	iPhones and data plans for crew (budget carryover)
Total Departmental	133,514	68,016	131,399	2,115	2%	
Labor Negotiations	2,504	3,916	6,586	(4,082)	-62%	Non-bargaining year, new employee handbook
Other Consultants	4,872	1,140	4,124	748	18%	MT survey, EP Analysis carry-over
Total Consulting/Contract	7,376	5,056	10,710	(3,334)	-31%	
Training	1,538	149	734	804	110%	SHRM Conf, SDAO, CIS, LERG, new EE training
Transportation	1,754	-	1,040	714	69%	SHRM, LERG, SDAO Mtg Travel
Total Transportation & Training	3,292	149	1,774	1,518	86%	
Total Administrative Expenses	\$ 219,314	\$ 114,403	\$ 188,362	\$ 30,952	16%	

**Canby Utility
FY 24 Budget
Customer Service - Water**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Total Payroll & Employer Paid Expenses	\$ 121,608	\$ 93,063	\$ 116,539	\$ 5,069	4%	4.5% or 7.0% COLA
Dues, Fees & Subscriptions	7,128	653	408	6,720	1647%	Stuff and fold issues
Meeting Expenses	24	-	24	-	0%	Same as last year
Office Supplies	50	26	50	-	0%	Same as last year
Postage	12,921	15,197	12,360	561	5%	3% increase & box rental & presort permit
Reporters	5,902	3,555	4,080	1,822	45%	Increase in pricing
Bad Debt	1,115	2,339	1,115	-	0%	Average of past 6 years
Cash Over/Short	-	-	-	-	N/A	N/A
Uncollectible Accounts	-	1	-	-	N/A	N/A
Total Departmental	27,140	21,771	18,037	9,103	50%	
Printing & Stationery Supplies	1,111	712	634	477	75%	Increase in cost
Translation Services	-	-	-	-	N/A	N/A
Outside Services Employed	-	-	-	-	N/A	N/A
Office Contract Help	-	8,975	-	-	N/A	N/A
Total Consulting/Contract	1,111	9,687	634	477	75%	
Training	1,494	57	15	1,479	9860%	3C's conference & classes
Transportation	2,336	1,441	2,226	110	5%	Gas price increase
Total Transportation & Training	3,830	1,498	2,241	1,589	71%	
Customer Info	-	-	-	-	N/A	N/A
Customer Relations	650	740	650	-	0%	Same as last year will purchase items
School/Community	-	-	-	-	N/A	N/A
Share the Warmth	10,000	10,000	10,000	-	0%	Same as last year
Water Promotion	1,500	1,375	1,500	-	0%	Same as last year
Total Programs	12,150	12,115	12,150	-	0%	
Total Customer Service Expenses	\$ 165,839	\$ 138,134	\$ 149,601	\$ 16,238	11%	

**Canby Utility
FY 24 Budget
Finance - Water**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Total Payroll & Employer Paid Expenses	\$ 138,144	\$ 105,277	\$ 129,036	\$ 9,108	7%	Estimated 4.5% COLA
Depre Exp - Plant	520,381	766,783	439,026	81,355	19%	From Schedule
Depre Exp - Transportation Equip	-	-	-	-	N/A	From Schedule
Depre Exp - Office Equipment	7,175	-	5,552	1,623	29%	From Schedule
Depre Exp - WTP	362,458	-	319,626	42,832	13%	From Schedule
Franchise Tax	188,050	196,138	185,800	2,250	1%	5% of Sales
Dues, Fees & Subscriptions	25,680	24,774	25,425	255	1%	Based on current charges
Meeting Expenses	-	-	-	-	N/A	N/A
401(k), Sec. 125	410	400	484	(74)	-15%	Monthly fees, Annual Report & Plan Reinstatement
Computer Upgrades	4,550	572	2,052	2,498	122%	Printers, monitors, and battery back ups
Maintenance of Computers	33,286	26,542	31,695	1,591	5%	Software maint and support, mapping and AMI meters, new software
Software Upgrades	4,987	2,822	1,483	3,505	236%	Software renewals
Hazardous Substance Fee	-	-	-	-	N/A	N/A
Street Maintenance Fee	5,784	6,527	5,495	289	5%	Current charges, office and shops 1 location
	-	-	-	-	-	
Total Departmental	1,152,761	1,024,558	1,016,637	136,124	13%	
Audit	9,360	6,218	9,084	276	3%	Contract not to exceed amount
Computer Consultants	4,800	2,837	2,556	2,244	88%	Based on current year
Legal	-	-	-	-	N/A	
Other Consultants	180	7,399	-	180	N/A	FY 24 exp CIS - GASB 75 valuation
Rate Studies	30,000	-	-	30,000	N/A	Water rate study
Engineering	-	-	-	-	N/A	N/A
Inspections	-	-	-	-	N/A	N/A
Total Consulting/Contract	44,340	16,454	11,640	32,700	281%	
Training	828	-	2,400	(1,572)	-66%	Staff development
Transportation	300	-	1,200	(900)	-75%	Staff development
Total Transportation & Training	1,128	-	3,600	(2,472)	-69%	
Total Finance Expense	\$ 1,336,373	\$ 1,146,289	\$ 1,160,913	\$ 175,460	15%	

**Canby Utility
FY 24 Budget
Operations - Water**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Total Payroll & Employer Paid Expenses	\$ 165,180	\$ 192,737	\$ 231,406	\$ (66,226)	-29%	4.5% or 7.0% COLA; open position not filled
Dues, Fees & Subscriptions	100	13	100	-	0%	Subscriptions
Meeting Expenses	200	-	200	-	0%	Meetings
Office Supplies	2,160	1	1,200	960	80%	Set up mapping/media center
Utilities	3,648	3,517	3,648	-	0%	FY23, 9 month actuals are lower; new shop adjustment
After Hours Dispatching	1,824	1,470	1,500	324	22%	Based on current contract and on FY23, 9 month actuals
One Call	408	22,790	408	-	0%	Lower - now performed by CU staff
Total Departmental	8,340	27,791	7,056	1,284	18%	
Safety	4,584	4,544	4,800	(216)	-5%	Based on current ESCI contract and on FY23, 9 month actuals
Legal	-	-	-	-	N/A	N/A
Mapping	1,992	-	1,992	-	0%	Support contracts
Other Consultants	-	-	-	-	N/A	N/A
Engineering	2,500	-	2,500	-	0%	Support contracts
Total Consulting/Contract	9,076	4,544	9,292	(216)	-2%	
Training	1,440	125	516	924	179%	FY23, 9 month actuals; additional training opportunities
Transportation	2,844	-	1,032	1,812	176%	FY23, 9 month actuals; additional training opportunities
Total Transportation & Training	4,284	125	1,548	2,736	177%	
Total Operations Expense	\$ 186,880	\$ 225,197	\$ 249,302	\$ (62,422)	-25%	

**Canby Utility
FY 24 Budget
Distribution - Water**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Net Payroll & Employer Paid Expenses	624,456	395,355	468,022	156,434	33%	7.0% COLA; new position
Dues, Fees & Subscriptions	1,320	979	1,200	120	10%	WD Certs - Based on FY23, 9 month actuals
Safety	3,120	5,045	9,492	(6,372)	-67%	Based on FY23, 9 month actuals
Office Supplies	156	110	156	-	0%	Based on FY23, 9 month actuals
Shop and Work Equipment Expenses	8,040	7,452	9,492	(1,452)	-15%	Based on FY23, 9 month actuals
Maintenance of Distribution Mains	39,600	25,314	28,992	10,608	37%	Based on FY23, 9 month actuals & Locates
Maintenance of Water Services	5,040	14,033	12,000	(6,960)	-58%	Based on FY23, 9 month actuals
Maintenance of Water Meters	3,600	3,506	6,000	(2,400)	-40%	Based on FY23, 9 month actuals
Maintenance of Water Hydrants	5,400	9,770	9,996	(4,596)	-46%	Based on FY23, 9 month actuals, Contractor accountability
Equipment Rental	-	-	-	-	N/A	N/A
Maintenance Supervision & Engineering	13,464	20,451	18,000	(4,536)	-25%	Based on FY23, 9 month actuals
Total Departmental	79,740	86,660	95,328	(15,588)	-16%	
Other Expenses	-	-	-	-	N/A	N/A
Leak Detection Survey	-	-	-	-	N/A	Performed in-house
Paving / Road	6,000	-	6,000	-	0%	Based on projected future needs
Total Consulting/Contract	6,000	-	6,000	-	0%	
Training	5,292	1,960	5,004	288	6%	Training and certifications
Transportation	4,800	10,968	4,020	780	19%	Training and certifications
Total Transportation & Training	10,092	12,928	9,024	1,068	12%	
Total Distribution Expenses	\$ 720,288	\$ 494,943	\$ 578,374	\$ 141,914	25%	

**Canby Utility
FY 24 Budget
Water Treatment Plant**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Expense:						
Maint. Material and Expenses	\$ 7,275	\$ 6,134	\$ 7,696	\$ (421)	-5%	Clean 1 pond & vegetation removal
Regulatory	12,400	4,200	12,750	(350)	-3%	OR Health Auth fee, OR Dept of Human Services, No known testing requirements
Veolia Water NA	1,333,656	1,100,471	1,209,207	124,449	10%	Contract cost increase and estimated increase of 5.0%, effective April '24
Total Consulting/Contract	1,353,331	1,110,805	1,229,653	123,678	10%	
Other Expenses	29,400	4,800	15,300	14,100	92%	DRC, algae testing, grant sampling costs
Total WTP Expenses	\$ 1,382,731	\$ 1,115,605	\$ 1,244,953	\$ 137,778	11%	

**Canby Utility
FY 24 Budget
Risk Management - Water**

Description	FY24 Budget	FY22 Actual	FY23 Budget	Increase (Decrease) FY24 - FY23	% Increase (Decrease) FY24 - FY23	Notes
Expense:						
Dues, Fees & Subscriptions	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Property & Liability Insurance	42,889	36,756	40,944	1,945	5%	FY23 actual plus 16% estimated rate increase
Total Departmental	42,889	36,756	40,944	1,945	5%	
Legal	-	-	-	-	N/A	N/A
Total Consulting/Contract	-	-	-	-	N/A	
Training	-	-	-	-	N/A	N/A
Transportation	-	-	-	-	N/A	N/A
Total Transportation & Training	-	-	-	-	N/A	
Total Risk Management Expenses	\$ 42,889	\$ 36,756	\$ 40,944	\$ 1,945	5%	



MEMORANDUM

June 8, 2023

TO: Chair Thompson; Members Hill, Horrax, Molamphy, and Pendleton

FROM: Carol Sullivan, General Manager
Barbara Benson, Human Resources/Administration Manager

SUBJECT: Recommendation to Approve Collective Bargaining Agreements

Suggested Motion: I move to authorize the General Manager to execute the collective bargaining agreements with the International Brotherhood of Electrical Workers, Local 125, for the Office and Water Workers and Electric Workers for the term of July 1, 2023, through June 30, 2026.

Background: The current labor agreements between Canby Utility and the International Brotherhood of Electrical Workers (IBEW) will expire on June 30, 2023. Management and the IBEW engaged in collective bargaining and have come to an agreement. The IBEW members have ratified the agreements, and they will need Board approval to become effective.

The substantive collective bargaining agreement modifications, if approved, are as follows:

- Wage increases we bargained for all classifications for cost-of-living for both contracts was based on market wage studies and the recent CPI inflationary index. For July 2023, we agreed to a 7% wage adjustment. In 2024 and 2025, we agreed to 3.5% wage adjustment.
- Health insurance premiums will be fully paid by Canby Utility. Currently employees pay 5% of the premium. We also agreed to change dental plans so that insurance will cover crowns, implants, and bridges at the same tiered percentage rates as other dental services. These services are currently covered at 50%. The plan change will go into effect on 1/1/2024.
- Provision of the Memorandum of Understanding for the 4/10 work week schedule was incorporated into the agreements.
- New classification of Lead Lineman was agreed upon to provide a Journeyman Lineman with 6% premium incentive pay when they are assigned increased duties and responsibilities related to assignments when working with another Journeyman Lineman.

We will answer any questions the Board may have.

AGREEMENT

BY AND BETWEEN

**UTILITY BOARD OF THE
CITY OF CANBY, OREGON**

AND

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL UNION 125**

ELECTRICAL WORKERS

UPON EXECUTION TO JUNE 30, 2026

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AGREEMENT

The **UTILITY BOARD OF THE CITY OF CANBY, OREGON**, hereinafter referred to as the “Board”, and **LOCAL UNION 125, OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**, hereinafter referred to as the “Union”, agree to be bound by the following terms and conditions relating to wages, hours, and working conditions for all employees hereinafter classified and identified in this Agreement.

ARTICLE 1 – RECOGNITION

1.1 The Board recognizes the Union as the sole collective bargaining agent for all regular full-time employees, regular part-time employees, and temporary employees classified and identified in Schedule “A” of this Agreement. The bargaining unit excludes supervisory, confidential, and limited duration employees.

1.2 For the purposes of this agreement, the following definitions apply:

- a. REGULAR FULL-TIME EMPLOYEE – An employee who is regularly scheduled to perform work for forty (40) hours a week and budgeted as a 1.0 FTE.
- b. REGULAR PART-TIME EMPLOYEE – An employee who is regularly scheduled to perform work for more than six hundred (600) hours a year, but less than forty (40) hours a week and budgeted for less than 1.0 FTE.
- c. TEMPORARY EMPLOYEE – An employee who is employed for less than either one thousand forty (1040) hours in a six (6) month period or employed for less than six hundred (600) hours in a calendar year. Temporary employees are considered within the bargaining unit. Temporary employees do not receive any benefits (health insurance, vacation, etc.) under the collective bargaining agreement and not subject to just cause or grievance for disciplinary matters. A temporary employee is considered “at-will”. Wages are established by past practice and “NECA” hiring rates for temporary hires. Temporary employees will earn sick leave as provided by State Law.
- d. LIMITED DURATION EMPLOYEE – An employee hired for no more than six hundred (600) hours to perform a specific limited duty. (*For example: summer worker to paint utility boxes, archiving, or similar.*) Limited Duration Employees are not within the bargaining unit.
- e. Supervisory and Confidential employees are defined by ORS 243.650.

ARTICLE 2 – UNION SECURITY & DUES DEDUCTION

2.1 Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement. Union members will pay all dues, initiation fees, and assessments, as prescribed by the Union. All dues deductions will be by payroll deduction. The Board acknowledges that employees are subject to the terms of their Union membership, subject to applicable law.

Employees who are not members of the Union may make voluntary payments to the Union by means of payroll deduction by providing written authorization to the Board. Such payment amounts are those authorized by the employee.

2.2 Upon receipt of written authorization signed by an employee in the Bargaining Unit, the Board will, deduct and remit monthly to the Business Manager of IBEW Local 125 the normal and usual dues uniformly required of its members. The Union agrees to notify the Board in writing of the monthly dues amount to be withheld for employees.

The Union will indemnify, defend and hold the Board harmless against any claims made and against any suit instituted against the Board as a result of any action taken pursuant to the provisions of this article and any claims for union deductions, as consistent with ORS 243.806.

2.3 NEW EMPLOYEE ORIENTATION – The Shop Steward will be given thirty (30) minutes on duty time to meet with bargaining unit new hires for Union orientation. The time will be scheduled with Human Resources. The thirty (30) minute time period provided in this section is separate from the time permitted under Section 2.6.

2.4 NEW EMPLOYEES – The Board will provide to the Union Steward or Union Representative the name, job position and step, and contact information (CUB email and phone number) for each new employee no later than ten (10) calendar days of the employee's first day of work.

2.5 UNION ACCESS – Union representatives shall be afforded reasonable access to Board premises for the purposes of Union business, provided that such access does not interfere with the performance by employees of their duties.

2.6 Bargaining Unit employees who are designated Stewards/Representatives will be granted reasonable time, as defined in this section, on duty to engage in Union related activities consistent with ORS 243.798 as follows: attend to grievance and due process meetings, collective bargaining, labor/management meetings, new employee orientation, and testimony by subpoena for labor related matters. Stewards will be afforded up to forty (40) hours per fiscal year in total for all stewards to engage in these stated matters on paid time. Employees will record the time spent on their timecards. After forty (40) hours, the time used for these stated activities will require use of accrued leaves or unpaid time.

For the purposes of this section, time engaged by a steward in joint collective bargaining sessions when negotiating a successor bargaining agreement is not part of the forty (40) hour time allotment. When bargaining a successor agreement, up to one (1) employee or steward from each department bargaining unit (electric/water/office) may attend bargaining sessions during work hours on paid status. Attendance in bargaining sessions during non-regularly scheduled hours is not paid, and in no event will overtime be paid for any bargaining related meeting.

2.7 Consistent with intent of ORS 243.804, the Board will provide the Union an electronic list quarterly inclusive of employee name, date of hire, contact information including phone and address, if available, job title, and wage.

ARTICLE 3 – EMPLOYEE RIGHTS

3.1 The Board and the Union agree that each will fully comply with applicable laws and regulations prohibiting discrimination with regard to the hiring or tenure of the employees because of such person's protected class status. The Board and the Union agree further that there will be no discrimination against any employee due to membership or non-membership in the Union or because of activity, in which employees may engage on behalf of the Union, provided such activity does not interfere with an employee's performance of work assignment.


3.2 Nothing in this Agreement shall be interpreted in such manner as to prevent the Board from making such reasonable accommodations as may be required under applicable legislation (i.e., ADA, Title VII, etc.).

ARTICLE 4 – MANAGEMENTS RIGHTS

4.1 The Union recognizes the sole right of the Board to manage the affairs of the Board and its property, to direct the assignments of the work force and equipment, employ, promote, demote, layoff, discipline and discharge employees, contract and subcontract labor, as well as to generally do all things necessary to operate the Utility on sound business principles, except to the extent expressly prohibited by a provision of this Agreement. The Board is not precluded from contracting out work for short term planned construction or maintenance projects beyond the capacity of staffing levels as done by past practice. Short term consists of work projects lasting six (6) months or less, unless otherwise mutually agreed. The Union agrees to not demand to bargain the decision or impacts of such contracting. The Union retains the right to bargain the impact of longer contracting out projects.

In the event the Board contemplates to contract work that would result in a reduction of workforce, the Board will provide the Union written notification of the matter under consideration. If the Union, within fourteen (14) calendar days of receipt of said notification, provides the Board with a written request to bargain, the Board will enter into negotiations to bargain the impact of the contracting out with the Union, as provided under ORS 243.698. The Board will not implement any such contracting out until either agreement with the Union has been reached or a state of impasse in the bargaining exists.

4.2 Any changes to the Board's Personnel Handbook that results in changes in items which are mandatory subjects of bargaining shall be subject to negotiations with the Union.

 **4.3** The parties acknowledge that changes to employment relations, as defined by the Public Employees Collective Bargaining Act, that are not covered by this agreement may be subject to bargaining consistent with ORS 243.698. (*See Article 21*) Union agrees to not present economic proposals mid-term of this Agreement.

ARTICLE 5 – STRIKE AND LOCKOUT

5.1 The Union agrees that during the term of this Agreement its membership will not engage in any strike, work stoppage, slowdown, or interruption of services, and the Board agrees not to engage in any lockout.

ARTICLE 6 – DISCHARGE - SUSPENSION - WARNING

6.1 NEW EMPLOYEES – New employees may be terminated within the six (6) month probationary period with or without cause as per Article 14 of this Agreement. Termination of a probationary employee is not subject to grievance Article 21.


6.2 Employees determined to have engaged in dishonesty, under the influence in the course of duty, illegal use of drugs, willful damage to Board property or equipment, willful neglect of duty or gross insubordination, may be subject to termination.

6.3 Employees determined to have engaged in a lesser offense such as habitual tardiness for work, use of foul or inappropriate language, or the inability to get along with fellow employees may be given a written warning for an initial offense, with a copy to the Union. Repeated offenses may be cause for additional discipline including, but not limited to, suspension or termination of employment.

6.4 The employer may take corrective actions, such as, but not limited to counseling or verbal warnings reduced to writing, and is not considered formal discipline. Such corrective action will not be directly placed in the personnel file, but may be used for progressive discipline and yearly evaluation.

Prior to any economic discipline, such as a suspension, the employee will be given the offer to provide a rebuttal.

ARTICLE 7 – HOURS OF WORK

 **7.1** WORK SCHEDULES – The workday schedule shall consist of a 4/10 schedule with ten (10) hour workdays Monday through Thursday, with hours from 7:00 a.m. to 5:30 p.m., except for the Mechanic/Utility Work Position with hours from 6:00 a.m. to 4:30 p.m., with a 30-minute unpaid meal period generally midway in the shift, or at the discretion of the Board, the work schedule may provide for eight (8) hours worked between the hours of 8:00 a.m. and 4:30 p.m., with an unpaid lunch period of thirty (30) minutes, or eight (8) hours worked between 8:00 a.m. and 5:00 p.m., with an unpaid lunch period of one (1) hour generally midway in the shift. The workday schedule applies to all members of the bargaining unit, unless a flexible schedule for an individual employee has been agreed upon as provided below.

In the event the Board seeks to change the work schedule between 4/10s or 5/8s, the Board will provide at least 120 days' notice prior to a schedule change. During this notice period and at the request of the Union, the Board and Union agree to meet to review the proposed change. The Board will, in good faith, consider Union input; however, is not precluded from changing the schedule as noticed.

Temporary arrangements, other than this, may be made by mutual consent of the Board and the Union. Schedule changes for the purpose of trainings can also be adjusted by the Board outside the normal schedules herein, with at least five (5) days' notice to the employee.

MECHANIC/UTILITY WORKER POSITION –The Board retains the right to adjust the hours of work for this position based on daily operational needs providing at least eight (8) hours prior notice.

Flexible Schedule – Upon mutual agreement, an employee and the Board may agree in writing to a flexible workweek. Overtime does not apply when under a flexible workweek schedule unless the employee works more than forty (40) hours in the workweek.

7.2 REST PERIOD – Each employee shall be allowed a break at the job site, not to exceed fifteen (15) minutes, approximately midway in each half shift, the time for which shall count as time worked, at a place that may be specified by the supervisor.

R **7.3** MEAL PERIODS FOR SHIFT EXTENSIONS AND CALL-OUTS


SHIFT EXTENSION – Any employee required to work overtime at the conclusion of their regular shift shall have the option of an unpaid meal period of at least thirty (30) minutes but not to exceed one (1) hour upon having completed the first two (2) hours of overtime worked. Employees who use this option shall be reimbursed for reasonable costs of up to eighteen dollars (\$18.00) of the meal taken at that time, upon the presentation of their receipts. Under no circumstances will an employee be required to work longer than six (6) consecutive hours without the option of a meal break.


CALL-OUTS – Employees who are off duty and then called-out to work and have worked at least four (4) consecutive hours, starting from arrival to the operations center, have the option to take unpaid meal period of thirty (30) minutes. If the meal period is taken, and the employee returns to continue work, the employee will be reimbursed for reasonable costs of up to eighteen dollars (\$18.00) of the meal taken at that time, upon the presentation of their receipts. Under no circumstances will an employee be required to work longer than six (6) consecutive hours without the option of a meal break.

The provided meal period may be waived in cases of extreme emergencies, unforeseen disaster or undue burden consistent with BOLI rules.

In emergency cases, when employees working overtime have no opportunity to get a meal during a meal break and upon request of the employee, the Board will provide a meal for the health and welfare of the employee if employees have not been notified in advance to provide their own meals.

R **7.4** SCHEDULED AND PLANNED OVERTIME – Employees required to work overtime that were notified at least one (1) day in advance of the work period shall not be subject to paid meal.

 **7.5** TRAVEL TIME – All employees required, in the course of duty, to travel from one headquarters to another, or to the site of the job, or from station to station, or from shop to shop, shall do so on the Board's time, except for employee's daily commute unless in excess of 30 miles from headquarters.

 **7.6** RESIDENCY – Employees subject to stand-by assignment and call-outs, as noted below, must reside within an approximate sixty (60) minute response time, under normal road conditions from the Board's primary facility. Determination of response qualification

is at the discretion of the Board with allowable exception. New employees will have 365 days from date of hire to comply with the residency requirement. Failure to meet the requirement will result in termination.

Employees subject to residency are: Working Foreman, Journeyman Lineman, Apprentice Lineman, and Groundman.

For the purposes of recruitment, the parties agree the Board may propose and agree to individual relocation cost agreements with new hires.


ARTICLE 8 – CALL-BACK TIME

8.1 Employees required to report back to work after having left the premises after the completion of their regular shift shall be entitled to a minimum of two (2) hours pay, in the amount of two (2) times their regular hourly rate of pay. Overtime pay shall be computed from the time of starting from headquarters until returning to headquarters in addition to thirty (30) minutes of travel time to arrive to headquarters. There will be no pyramiding of overtime for call-outs. This provision does not apply to shift extensions.

8.2 PRESCHEDULED OVERTIME – In the event an employee is provided seventy-two (72) hours advance notice of overtime to occur outside of their regular shift, employees will be paid a minimum of two (2) hours overtime for those hours worked. No payment for travel time is provided. This provision does not apply to shift extensions whether contiguous to the start or end of a regular workday shift.

8.3 Employees shall be compensated a minimum of one (1) hour at the overtime rate of pay if they are contacted during their non-scheduled days or non-scheduled hours of work for more than an administrative de minimis purpose and for business related purposes, regardless of the number of contacts within a sixty (60) minute time period beginning with the first contact.

The Board sees de minimis as five (5) minutes or less.

 **8.4** CALL-OUT LIST – In the event of call-outs, the call-out list for the Journeyman line card holders will be rotated as follows:

- a. The call-out shall be prioritized quarterly based on total accumulated overtime for each calendar year. This calculation includes the last pay period of the previous quarter and excludes the last pay period of current quarter. (Example: December 16-31 pay period through March 1-15 pay period will be used to calculate accumulated overtime for the April 1 rotation schedule).
- b. Quarterly overtime calculations for call-out rotation will be provided by the Operations Specialist. The Board will notify employees within five (5) calendar days of the new rotation taking effect and an updated call-out list will be distributed shortly thereafter.
- c. The employee with the least amount of accumulated overtime will be first on the call-out list and then in order of increasing amount of accumulated overtime and pertains to Journeyman line card holders only. In the event equal amounts of overtime have accrued for two (2) or more employees, seniority shall prevail.

- d. Should an employee be notified of an after-hours event by way of message and returns the call but is then notified that another employee responded, this time will be considered de minimis and not eligible for overtime pay.
- e. In the event Canby Utility makes an error in the order of the rotation schedule causing an employee, who was available to respond, to be bypassed, the following compensation shall apply: One (1) hour of overtime pay when the response was addressed without causing an employee to return to the work location (i.e., telephone response); Two (2) hours of overtime pay when the response required the contacted employee to respond to a work location. There shall be no compensation for notification of less than five (5) days for new rotation.
- f. Call-outs are at the discretion of management.

ARTICLE 9 – PAY PROVISIONS

9.1 OVERTIME – Overtime will be paid under the following circumstances:

- 1) Work in excess of eight (8) hours per day and work in excess of five (5) eight (8) hour days or work in excess of ten (10) hours on a 4/10 schedule.
- 2) Work in excess of forty (40) hours in any workweek.
- 3) For all time worked on other than their regular shift or day, including work during meal periods when such time is not a part of their regular shift, and for all time worked on holidays, in addition to their holiday pay.
- 4) Use of approved leaves, such as sick, vacation, holiday, are considered hours worked for the purposes of calculating a forty (40) hour workweek. Overtime will only be paid for actual hours worked. Shift extensions will be paid overtime for time actually worked.


9.2 Overtime shall be compensated for at two (2) times the regular rate of pay for the time actually worked and overtime payment will not pyramid.


9.3 When an employee works six (6) hours or more outside their regular shift hours, they shall receive a minimum of eight (8) hours rest before required to return to work for when their regular shift begins. If required to return to work without allowing the eight (8) hour rest period, the regular shift hours will be worked at the overtime rate. After eight (8) hours rest, any remaining portion of the regular shift, if worked, shall be paid at the straight-time rate of pay. Employees will be directed by Management, if required to report to duty without allowing for the eight (8) hour rest period.

9.4 STAND-BY – An employee who is assigned and subject to call during their regular time off shall be paid for one (1) hour at their straight-time rate for each eight (8) hour period or major fraction thereof they are subject to and available for call during each stand-by period, provided that an employee on call duty on a holiday as defined in Article 10, shall be paid for two (2) hours at their straight-time rate for each eight (8) hour period or major fraction thereof that they are on call. Such payment for stand-by duty shall be in addition to compensation for services of such employee when actually called out while standing by. While on stand-by duty, the employee shall carry a cell phone as provided by the Board at its discretion and shall be expected to be readily available to respond in

a timely manner when contacted. Stand-by assigned time is not considered compensable hours worked. It shall be the responsibility of the employee to secure a replacement for their scheduled stand-by duty if they are sick, or using accrued paid leaves, or wish to trade scheduled time.

At the discretion of the Board, stand-by assignments may include all non-scheduled work hours between regularly scheduled shifts. A stand-by assignment will be for no less than eight (8) hours. When it is determined by the Board of the need for stand-by, a roster shall be posted at least five (5) calendar days before the beginning of the stand-by duty. If five (5) days' notice is not given, the employee shall receive one (1) additional hour of pay for each eight (8) hour period or major fraction thereof.


 **9.5** Pay Periods – Pay periods shall be twice monthly ending on the 15th and the last working day of the month. Payroll checks will be issued on or before the 7th and 22nd of each month. For employees who voluntarily elect to participate in direct payroll deposit, employees acknowledge that they are subject to banking requirements and timelines.

 **9.6** WORKING OUT OF CLASS – In the event an employee is assigned in writing to perform work in a higher classification for a period of time of four (4) hours or less during a shift, they shall receive the rate of pay for that higher classification for four (4) hours. In the event an employee is assigned to perform work in a higher classification for more than four (4) hours in a shift, they shall receive the rate of pay for the higher classification for the entire eight (8) hour shift. Out of class pay does not apply for employee in training for other duties. (See also Section 20.3, (Electric) for specific conditions for Foreman.)

Note: If on a 4/10 schedule, the time period above is five (5) hours, not four (4) hours.

9.7 BOOT REIMBURSEMENT – Effective the next fiscal year following execution of this agreement, Field employees, or employees dispersed to do field work may seek reimbursement up to three hundred fifty dollars (\$350.00) per fiscal year for the purchase of work boots. Items purchased under this provision are for work purposes only. Reimbursement may be subject to applicable withholdings. Requests for reimbursement require proof of purchase and must be submitted by June 1 each year. Employees on probation do not receive this incentive until after successful completion of probation.

ARTICLE 10 – HOLIDAYS

 **10.1** If on a 5/8 work schedule, the following shall be recognized as holidays for which there will be no reduction in pay when not worked. A day is equivalent to eight (8) hours pay.

NEW YEAR'S DAY	LABOR DAY	CHRISTMAS EVE
PRESIDENTS DAY	VETERANS DAY	CHRISTMAS DAY
MEMORIAL DAY	THANKSGIVING DAY	PERSONAL DAY (1.5)
INDEPENDENCE DAY	DAY AFTER THANKSGIVING	

If on a 4/10 work schedule, the following shall be recognized as holidays for which there will be no reduction in pay when not worked. A day is equivalent to ten (10) hours pay.

NEW YEAR'S DAY
PRESIDENTS DAY
MEMORIAL DAY

INDEPENDENCE DAY
LABOR DAY
VETERANS DAY

THANKSGIVING DAY
CHRISTMAS EVE
CHRISTMAS DAY

- ✍ **10.2** If on a 5/8 schedule, whenever one of the holidays set forth above falls during an employee's vacation, such employee shall be entitled to one (1) additional day of vacation or the pay thereof. In the event a holiday should fall on a Saturday, the preceding Friday shall be observed as the holiday and should a holiday fall on a Sunday, then the following Monday shall be observed as the holiday.

If on a 4/10 schedule, whenever one of the holidays set forth above falls during an employee's vacation, such employee shall be entitled to one (1) additional day of vacation or the pay thereof. In the event a holiday should fall on a Saturday, the holiday will be observed on that day as a day off, and employees will accrue ten (10) hours of Personal Leave, as identified in Section 10.3 (both units). If a holiday should fall on a Friday, the preceding Thursday shall be observed as the holiday, and should a holiday fall on a Sunday, then the following Monday shall be observed as the holiday; however, should Christmas Eve fall on a Sunday, the holiday will be observed that day as a day off, and employees will accrue ten (10) hours of Personal Leave, as identified in Section 10.3 (both units). These provisions do not preclude the right to assign overtime for operational needs.

- ✍ **10.3** PERSONAL DAY – If on a 5/8 work schedule, each employee will receive one (1) day and one-half ($\frac{1}{2}$) day of personal leave. If on a 4/10 schedule and an employee accrues personal leave for working on a holiday (Section 10.2), the personal leave is banked. The day may be taken in one-fourth ($\frac{1}{4}$) hour increments.

Personal leave does not carry into the next fiscal year. Personal leave not used by June 30th is forfeited. An employee shall have been employed for at least thirty (30) days to qualify for Personal Day holiday pay.

ARTICLE 11 – VACATIONS

- 11.1** All regular employees, continuously employed, shall be entitled to vacation in accordance with the following schedule, effective the employee's service anniversary date:

<u>YEARS OF SERVICE</u>	<u>MONTHLY ACCRUAL</u>
Upon the month following completion of probation	40 hours lump sum
Completed probation to 48 mos.	6.67 hours
49 months on	10.00 hours
109 months on	13.33 hours
169 months on	16.67 hours
229 months on	20.00 hours


11.2 All time off for vacations shall be by mutual agreement between the Board and the employee, with due consideration given the necessity of maintaining continuity of service. In the event of conflict between the employees regarding time of vacation, the principle of seniority shall prevail.

11.3 MAXIMUM VACATION ACCRUAL – Employees may not carryover more than four hundred (400) hours in total per anniversary year.

Leave accruals above this amount are forfeited except in the following circumstances:

An employee may convert up to one-half of the employee's accrued vacation at their anniversary date to the individual employee's deferred compensation plan as provided by the Board, subject to plan limitations.

ARTICLE 12 – SICK LEAVE

 **12.1** Any regular full-time employee employed by the Board for ninety-one (91) days or more shall be entitled to sick leave credit of eight (8) hours for each month of service. Part-time employees are prorated based on their budgeted FTE with a minimum accrual of one (1) hour for every thirty (30) hours worked up to a maximum provided by the prorated contract amount in one year. Annually, the first forty (40) hours of any employee's sick leave shall be designated as Oregon Sick Leave and may be used for the purposes required by law.

The Board will adhere to the statutory provisions of the New Oregon Paid Leave Law (HB2005), as effective in 2023 without further bargaining obligations.

12.2 Subject to Oregon PERS, the Board agrees to provide unlimited sick leave benefit accumulation. Upon retirement, all sick leave accumulation will be converted to the Public Employee's Retirement System as per Oregon Law. (*Note: This provision only applies to Tier I and II employees.*)

12.3 The Board may require a doctor's certificate to substantiate the employee's loss of time due to illness or off-the-job accidents for any sickness or injury over three (3) working days, as provided by applicable law. Where the Board determines that a pattern of usage, or evidence of possible misuse exists, the employee may be required to provide a doctor's certificate to substantiate the illness or injury of the employee before sick leave would be granted for absences of three (3) days or less. Any employee found to have abused sickness benefit privileges by falsification or misrepresentation shall thereupon be subject to disciplinary action, or may be discharged by the Board for such falsification or misrepresentation. Employees taking time off for medical or dental appointments shall have such time deducted from their sick leave credits.

12.4 In the event of an on-the-job accident or an injury to an employee covered by the Workers' Compensation Insurance, the following rule shall apply: For an accepted Workers' Compensation claim and for the first three (3) months from the dated injury, the Board shall pay to such disabled employee the difference between the amount paid to the employee by Workers' Compensation Insurance and their regular base net straight-time wages, subject to applicable withholdings and deductions. Employees keep their Workers' Compensation payments.


After three (3) months and for a period of six (6) additional months, the Board shall pay to such disabled employee the difference between the amount paid to the employee by Workers' Compensation Insurance and eighty percent (80%) of their regular base net straight-time wages.

An employee may elect to use accrued leaves, until exhausted, to pay the difference between the amount paid to the employee by Workers' Compensation Insurance and their regular base net straight-time wages, subject to applicable withholdings and deductions. Accrued leaves will be used in the order of sick, personal/holiday, then vacation.

INSURANCE COVERAGE – During the period an employee is not working due to an accepted Workers' Compensation claim, the Board will pay employer insurance premium contributions of ninety-five percent (95%) while the employee is on employer or COBRA coverage through the carrier. Consistent with insurance carrier regulations, employees receiving disability benefits will be placed on COBRA coverage after one hundred eighty (180) days from date of injury unless otherwise on light duty subject to carrier rules. The employee is responsible to pay their cost share contribution through payroll deduction or direct payment to the Board if no payroll deductions are available. Employees must timely pay their monthly premium cost share contribution to maintain coverage.

ARTICLE 13 – SAFETY PRECAUTIONS

13.1 The Board and the Union agree to cooperate in the exercise of all proper precautions for the protection of employees in the performance of their duties, and in the observance and practice of safety rules of the State of Oregon (OR-OSHA, and specifically 1910.269 of that code), which shall become a part of this Agreement with like force and effect as if fully set forth herein.

 **13.2** The Board agrees to furnish personal protective equipment (PPE), including flame-resistant clothing, for the safety of workers while engaged in any work where protective equipment is required by law and/or regulation. Employees are required to wear PPE's furnished by the Board when appropriate as determined by the Board.

13.3 Rubber gloves shall not be used for working on circuits in excess of 5,000 volts. Protective equipment and all devices installed on energized conductors in excess of 5,000 volts shall be installed by hot sticks.

13.4 Schedule B known as the "Underground Residential Distribution and General Work Rules" is attached hereto and made a part of this Agreement.

ARTICLE 14 – PROBATIONARY PERIOD

14.1 All employees shall be considered as being on a probationary basis for the first six (6) months (180 days from date of hire) of employment and may be subject to termination by the Board during such period with or without cause and without recourse to the grievance provisions of this Agreement.

14.2 Employees who have successfully completed probation as determined by the Board, shall be entitled to have their seniority from their first date of employment.

14.3 PROMOTIONS – Employees accepting a promotion to a higher classification will serve a six (6) month probationary period, Employees who fail probation will be returned to their previous position if available or otherwise laid off. Successful probation is at the discretion of the Board and not subject to grievance.

ARTICLE 15 – SENIORITY


15.1 The principle of seniority shall be observed with regard to all layoffs and rehiring of regular employees who have completed their probationary period of employment with the Board, provided that the employee to be recalled is competent to perform the work assigned.

If a promotional opportunity is posted internally, all other factors being equal, senior employees will be given preference over others of less service, subject to applicable law. All vacant positions will be posted in the lunchroom.

15.2 Notwithstanding the previous paragraph, the selection of the Working Foreman will be based on ability, qualifications, department efficiency, and seniority. When management determines that all other factors are equal, seniority will be the determining factor, subject to applicable law.

15.3 Employees on approved leave without pay, for six (6) months or more shall not accrue any more time towards seniority but will maintain the time they have, with the exception of those off due to industrial accident, military service or otherwise protected by applicable law.

ARTICLE 16 – OUTSIDE EMPLOYMENT


 **16.1** In accordance with the Personnel Handbook, no employee will be permitted to engage in off-duty employment with another employer that will interfere with their work performance, unless they have first secured written approval for such activity from the immediate supervisor and the General Manager. In the event the Board believes an employee's outside employment conflicts with the provisions above, the Board may rescind permission upon giving the employee at least ten (10) days' notice and an opportunity to be heard.

ARTICLE 17 – BEREAVEMENT LEAVE


17.1 Funeral leave will be granted in accordance with Procedure 496. Bereavement leave provided by policy will be concurrent to eligible leaves provided by OFLA.

ARTICLE 18 – HEALTH AND WELFARE

18.1 All regular full-time employees covered by this Agreement (and their eligible dependents) shall be entitled to be covered by the Board sponsored Health and Welfare Plans, subject to carrier rules and eligibility requirements.


 **18.2** The Board reserves the right to select the carrier of such plans with the understanding that benefits would remain comparable. The Board will make available Co-Pay Plan E and Kaiser Co-Pay Plan B.


18.3 All regular full-time employees covered by this Agreement shall become eligible for coverage under this plan commencing with the first day of the month following date of hire.

 **18.4** DENTAL PLAN – All eligible full-time employees (and their eligible dependents) covered by this Agreement shall be entitled to coverage under ODS Plan II or Willamette Dental. Effective January 1, 2024, the ODS Dental Plan will change to Plan III.

18.5 VISION PLAN – All eligible full-time employees (and their eligible dependents) covered by this Agreement shall be entitled to coverage under the VSP Vision Plan as provided or the equivalent.

18.6 WELLNESS PROGRAMS – The parties recognize the importance of wellness programs and preventative healthcare. The parties agree in good faith to participate voluntarily in wellness presentations and programs offered by the carrier.

 **18.7** PREMIUM COST SHARE – For Co-Pay Plan E and Kaiser Co-Pay Plan B, the total premiums for medical-hospital, dental and vision insurance shall be shared on a basis of ninety-five percent (95%) paid by the Board and five percent (5%) paid by the employees through payroll deduction. The cost share applies to all employees in the bargaining unit. For part-time employees budgeted 0.5 FTE or greater, employer contributions are prorated based on FTE status. Benefits are not provided to employees less than 0.5 FTE. Effective the month following execution of this agreement, the premium cost share for full-time employees will change, and the Board will pay 100% of the total premium.

 **18.8** VEBA ACCOUNT – The parties acknowledge that managing healthcare costs is an important consideration for both employees and the employer. Savings for healthcare expenses, in addition to proactive medical care and wellness programs, are beneficial with rising costs associated with care.

The Board will contribute one hundred seventy-five dollars (\$175.00) per month to each employee into their VEBA account. Part-time employees budgeted for 0.5 FTE or greater will receive a prorated amount. Employees less than 0.5 FTE are not eligible.

The amounts contributed are not cumulative.

18.9 LIFE INSURANCE – The Board will continue to provide eligible employees with the present level of life insurance at no cost to the employees.

The formula will consist of one times (1X) the employee's salary with a cap of \$50,000.

18.10 If the insurance carrier informs the Board of plans to terminate a plan currently in effect, the Board shall notify the Union in writing and the parties shall negotiate over termination of the plan.

The Union has fourteen (14) calendar days to demand to bargain in writing after receiving notice from the Board. If such notice is not provided by the Union, the Union waives its right to bargain over the change or the impact of the change identified in the notice.


The parties may mutually agree in writing to a bargaining period other than the ninety (90) days as specified in Oregon Law. However, if the insurance carrier has not provided the

requisite notice for the parties to comply with the statute, the Board shall first seek to extend the current coverage to cover the negotiations and the implementation of an alternate plan.

If the insurance carrier fails to provide such extension for coverage, then the Board may implement without penalty an available plan that has similar benefits. The Board and the Union shall jointly make a good faith effort to find a plan acceptable to the Union.

The replacement insurance plan benefits are not required to be equal to the terminated plan nor will the Board be obligated to provide a plan that provides the same benefit at the same level as the terminated plan if none is available.

ARTICLE 19 – RETIREMENT

 **19.1** Subject to the Oregon Administrative Rules pursuant to PERS statutes, the Board will enroll eligible employees in the Oregon Public Employee's Retirement System or its equivalent and will continue to pay the employee's six percent (6%) contribution to the Individual Account Program (IAP) according to the Administrative Rules pursuant to PERS statutes.


In the event the PERS statute is amended and changes the six percent (6%) employee contribution effective during the term of this agreement, the parties will initiate mid-term bargaining consistent with ORS 243.698.

19.2 The Board will continue to make available for its eligible employees, the existing 401(k) and 457 qualified retirement plans of the Canby Utility Board. All contributions are at the expense of the employee.

ARTICLE 20 – WORKING RULES

20.1 All employees working seventy-five (75) feet above ground or higher, shall be paid at the rate of double-time (2x) while working at such height. This rule shall not apply when employees are working on the roofs of buildings where no exceptional hazards exist.

20.2 All framing and erecting of poles and towers shall be considered line work and shall be done by Journeyman Linemen, with the assistance of necessary Apprentices or Groundmen. All stubbing of poles on transmission and distribution lines shall be done under the direction of a Journeyman Lineman. Hole digging shall be under the direction of a Journeyman Lineman or Crew Foreman when supervision is required.

 **20.3** WORKING FOREMAN ASSIGNMENT PAY – When three (3) or more crew members are working together, and the Working Foreman is not on duty, a Journeyman Lineman will be assigned by the Board as the "Working Foreman." If an employee is assigned as Working Foreman, the employee will receive the Working Foreman pay for those hours assigned. This incentive does not apply to Foreman positions.

When only two (2) Journeyman Linemen are working together, each are equally responsible and in charge for the duties of the work assignment, including work briefings, and there may be no leader designated, unless at the discretion of the Board the nature


of the work assignment would “reasonably require” a person in charge, one of the crew members may be designated as a Lead. When designated in writing to be a Lead, the employee will receive a premium incentive of six percent (6%) of the employee’s base hourly rate for actual hours worked as assigned. When assigned as a Lead, the employee acknowledges that additional duties and responsibilities are required. Lead assignment is limited to only when both employees are working together alone on the same assignment.

Service work will be performed by employees qualified as Journeyman Lineman.

20.4 Supervisors, as provided by Article 1, are not precluded to work with the tools of the trade or perform work when emergencies arise.

Parties acknowledge that 20.4 supersedes 20.2.

20.5 SAFETY WATCH – In a crew of three (3) or more employees and when the work necessitates an assigned and qualified Safety Watch, the Safety Watch will not perform line work duties when acting as the Safety Watch.

 **20.6** When Journeyman Linemen are called out after normal working hours, which reasonably require a crew of three (3) or more, the first Journeyman Lineman called shall be the Working Foreman (see Section 20.3). As Working Foreman on a call-out, the employee will receive the Working Foreman pay for those hours. “Reasonably require” must be based on operational need and may be subject to management discretion. Working Foreman pay ceases for the designated employee when the Working Foreman in that classification come to work the call-out.

ARTICLE 21 – GRIEVANCE AND ARBITRATION

21.1 A grievance is hereby defined as an alleged violation of the terms of this agreement including employer action that results in discipline without just cause or loss of benefit in violation of this agreement.

STEP 1: INFORMAL GRIEVANCE RESOLUTION – The parties will attempt to resolve grievances informally and may, in writing, extend timelines under this Article.

Whenever any dispute shall arise between the Board and the Union over the interpretation of, or adherence to, or the application of the terms and conditions of this Agreement which cannot be settled between the Board's General Manager and the employee, the matter shall be reduced to writing and presented to the Representative of the Union and the Representative of the Board within fourteen (14) calendar days of the date the employees first became aware of the problem which led to the filing of the grievance, or the grievance shall be void.

THE WRITTEN GRIEVANCE SHALL CONTAIN:


- (a) The nature of the grievance and the circumstances from which it arose;
- (b) The remedy or correction the Board or the Union is requested to make; and
- (c) The Section or Sections of the Agreement, if any, relied upon or claimed to have been violated.

STEP 2: Should the Board and the Union representative be unable to settle the dispute within fourteen (14) calendar days after receiving written notice, the matter shall be presented by the moving party to the other party for mediation. Upon notice to the other party, the parties may mutually agree to a mediator or the moving party may request a mediator from the Employment Relations Board (ERB). The parties will make best efforts to schedule a mediation date within sixty (60) days of the notice to mediate. The parties agree to meet at least two (2) times in mediation. Mediation costs are shared. In the event of an employee termination, the parties may mediate or the moving party may proceed directly to arbitration.

STEP 3: In the event the parties are unable to mediate a resolution, and two (2) sessions have occurred, the moving party may give notice of intent to arbitrate by notice to the other party. Notice of intent to arbitrate must occur within fifteen (15) days of the second mediation session or any scheduled session thereafter. Should the Board and the Union be unable to agree on an arbitrator, they shall ask the Employment Relations Board to submit a list of five (5) names of Oregon or Washington arbitrators from which a selection shall be made through the process of elimination. The parties agree to set arbitration dates without unreasonable delay.

21.2 The arbitrator shall have the right to call witnesses or to accept the dispute in written form. The arbitrator shall have sixty (60) days in which to hear the dispute and to render a decision on interpretation of the terms of the agreement. Any decision rendered shall be within the scope of this Agreement and shall not change any of its terms and conditions. The parties have not given authority to any arbitrator to determine the mandatory or permissive status of the disputed language. The parties understand and agree that the Employment Relations Board has the sole authority to resolve the dispute over mandatory/permissive status and the Union waives any right to file a grievance to resolve scope of bargaining disputes. The decision of the arbitrator shall be final and binding upon the Board and the Union. The fee of the arbitrator shall be borne by the losing party.

21.3 There shall be no work stoppage in the interim.

 **21.4** Time limits specified in this Article may be extended only by written mutual consent of the Board and the Union. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

ARTICLE 22 – SAVINGS CLAUSE

22.1 Should any provision of this Agreement be unlawful or found to be in conflict with any Federal or State law or final decision of any court of competent jurisdiction or applicable administrative agency, said provision shall be modified to comply with said law or decision, but all other provisions of the Agreement shall remain in full force and effect. In the event a modification is required, the Board will provide notice to the Union consistent with ORS 243.698.

ARTICLE 23 – TERM OF AGREEMENT

- ✍ **23.1** This Agreement shall become effective upon execution and shall remain in effect through June 30, 2026. It shall remain in full force and effect from year-to-year thereafter, unless either the Board or the Union shall serve written notice upon the other, at least sixty (60) days prior to the expiration date of the Agreement or any anniversary date, requesting that the Agreement be opened for changes and/or termination.

Provisions of this Agreement only apply to persons employed at the time of execution.

ARTICLE 24 – APPRENTICES

24.1 Journeyman Lineman apprenticeship programs will be governed by the Oregon State Apprenticeship and Training Council (OSATC).

24.2 An Apprentice Lineman shall be advanced to Journeyman Lineman status upon successful completion of the three (3) year apprenticeship program as provided in Section 24.1.

24.3 Prior to entering into an Apprentice Lineman program, employee will be subject to a Journeyman Lineman Outside Vendor Training Cost agreement.

24.4 Lineman will be provided a copy of the current apprenticeship training standards manual when an apprentice is in training with staff.

ARTICLE 25 – WAGES

- ✍ **25.1** The classification of employees and their corresponding rates of pay shall be noted in Schedule A, which is attached hereto and made a part of this Agreement.

Effective July 1, 2023, or the month following execution of this agreement, the later of either, the wage scale will be increased by 7.0% across the board for all classifications in the bargaining unit.

Effective July 1, 2024, the wage scale will be increased by 3.5% across the board for all classifications in the bargaining unit.

Effective July 1, 2025, the wage scale will be increased by 3.5% across the board for all classifications in the bargaining unit.

SCHEDULE A

WAGE SCHEDULE AND JOB CLASSIFICATIONS

✍ The classification of employees and their corresponding rates of pay are as follows:

The Working Foreman wage will be calculated at one hundred twelve percent (112%) of the Journeyman Lineman wage.

	7/1/2023	7/1/2024	7/1/2025
<u>Classifications</u>	<u>7.00%</u>	<u>3.50%</u>	<u>3.50%</u>
Working Foreman (112% Jrn) ¹	67.31	69.66	72.11
Lead Lineman (106% Jrn) ¹	63.71	65.93	68.24
Journeyman Lineman, Serviceman	60.10	62.20	64.38
Apprentice Lineman			
6 th 6 mos (90% Jrn) ¹	54.09	55.98	57.94
5 th 6 mos (87% Jrn) ¹	52.29	54.11	56.01
4 th 6 mos (83% Jrn) ¹	49.88	51.63	53.44
3 rd 6 mos (80% Jrn) ¹	48.08	49.76	51.50
2 nd 6 mos (75% Jrn) ¹	45.08	46.65	48.29
1 st 6 mos (73% Jrn) ¹	43.87	45.41	47.00
Estimator, Thereafter	52.09	53.91	55.80
Estimator, 2 nd 6 months	48.67	50.37	52.13
Estimator, 1 st 6 months	45.50	47.09	48.74
Mechanic/Utility Worker, Thereafter	42.35	43.83	45.36
Mechanic/Utility Worker, 2 nd 6 months	39.26	40.63	42.05
Mechanic/Utility Worker, 1 st 6 months	36.23	37.50	38.81
Groundman - Thereafter	39.53	40.91	42.34
Groundman, 1 st 6 months	35.34	36.58	37.86
Operations Specialist, Thereafter	40.85	42.28	43.76
Operations Specialist, 2 nd 6 months	36.34	37.61	38.93
Operations Specialist, 1 st 6 months	32.06	33.18	34.34

¹All percentages reflect a percentage of the Journeyman Lineman's rate of pay.

NOTE: Groundman, Lineman and Foreman are an industry terms not intended to reflect any particular gender.

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 125**


UTILITY BOARD OF THE CITY OF CANBY

Travis Eri
Business Manager

Date_____

Carol Sullivan
General Manager

Date_____

 Indicates language change

R Indicates renumber of section with no language change

MEMORANDUMS OF UNDERSTANDINGS:

- 1) Underground Residential Distribution and General Work Rules – Schedule B
- 2) Training Reimbursement Program, March 2016

SCHEDULE B
LETTER OF AGREEMENT
IBEW LOCAL 125/CANBY UTILITY

UNDERGROUND RESIDENTIAL DISTRIBUTION AND GENERAL WORK RULES

IBEW Local 125 and Canby Utility, hereinafter referred to as the Parties, met on March 21, 2003 for the purpose of discussing Underground Residential Distribution (URD) work rules and General work rules.

Both Parties recognize and acknowledge the working practices as adopted by OR-OSHA at OAR 437-002-0300(9), (Federal OSHA 29 CFR 1910.269), regarding the operation and maintenance of electric power generation, transformation, transmission and distribution lines and equipment, and OAR 437-003-0001(22)(a), (Federal OSHA Section 1926.950), regarding the construction of electric transmission and distribution lines and equipment, as governing for minimum safety rules for construction and maintenance of electric power facilities.

The Parties objective was to identify and clarify what tasks may be performed by a single-Journeyman Lineman, provided that in the opinion of the Journeyman Lineman on the job, no undue safety hazards exist necessitating the second Journeyman Lineman.

Unless an exception is noted, one (1) Journeyman Lineman may be utilized to perform the following tasks, provided that all required Personal Protective Equipment (PPE) is worn:

URD DEAD FRONT SINGLE PHASE PAD-MOUNTED TRANSFORMERS<300 VOLTS

- Open transformer for the purpose of inspection, provided no external damage is evident and the unit has not been physically moved from its original set position.
- Upon verification that all primary elbows are seated and in place, perform basic troubleshooting practices on existing energized services, to include clip-on or clamp-on meters or instruments.
- Attach an inductive clamp-on cable locating device on both primary and secondary cables.
- Two Journeyman Linemen shall be required to install splices on energized secondaries below ground level and to connect/disconnect services at energized transformers.

URD DEAD FRONT THREE PHASE PAD-MOUNTED TRANSFORMERS<300 VOLTS

- Open transformer for the purpose of inspecting both the primary and secondary compartments, provided no external damage is evident and the unit has not been physically moved from its original set position.
- In the secondary compartment, perform basic troubleshooting practices on existing energized services, to include clip-on or clamp-on meters or instruments.
- Attach an inductive clamp-on cable locating device on both primary and secondary cables.

URD LIVE FRONT SINGLE OR THREE PHASE PAD-MOUNTED TRANSFORMERS< 300 VOLTS

- Open transformer secondary side compartment only, for the purpose of inspection of the secondary compartment, provided no external damage is evident and the unit has not been physically moved from its original set position.
- In the secondary compartment, perform basic troubleshooting practices on existing services, to include clip-on or clamp-on meters or instruments.
- Attach an inductive clamp-on cable locating device on secondary cables.
- Two Journeyman Linemen are required when opening the primary compartment.

URD DEAD FRONT SINGLE OR THREE PHASE PAD-MOUNTED TRANSFORMERS>300 VOLTS

- Open transformer for the purpose of inspection only, provided no external damage is evident and the unit has not been physically moved from its original set position.
- Attach an inductive clamp-on cable locating device on both primary and secondary cables.

URD LIVE FRONT SINGLE OR THREE PHASE PAD-MOUNTED TRANSFORMER>300 VOLTS

- Open transformer secondary side only for the purpose of inspection of the secondary compartment, provided no external damage is evident and the unit has not been physically moved from its original set position.
- Attach an inductive clamp-on cable locating device on secondary cables.
- Two Journeyman Linemen are required when opening the primary compartment.

URD PAD-MOUNTED VFI DEAD FRONT SWITCHES

- Open switch gear for the purpose of inspection only provided no external damage is evident and the unit has not been physically moved from its original set position. Inspections may include checking trip settings and/or making trip-setting changes.

- Attach an inductive clamp-on cable locating device on primary cables.
- Operate the switch handles, with an approved hot-stick, under the direction of a switching coordinator, to perform routine and emergency switching. A dead front electronic vacuum fault interrupter may be operated by one (1) Journeyman Lineman.
- Two Journeyman Linemen are required for switching any **live front** pad-mounted switch gear.

URD PRIMARY VAULTS

- Open lids for the purpose of inspection.
- Attach an inductive clamp-on cable locating device on primary cables provided that they can be easily reached from ground level.

SECONDARY SPLICE/JUNCTION BOXES<300 VOLTS

- Perform required work as needed provided that all work on energized conductors can be performed above existing ground level.

SECONDARY SPLICE/JUNCTION BOXES>300 VOLTS

- Open boxes for the purpose of inspection only provided that there is no external damage evident.

GENERAL

- When a worker or Foreman in charge finds the job assigned too difficult to be done safely, they shall request additional help or equipment, which in their opinion, is necessary to do the job safely. The worker in charge will not proceed with the hazardous portion of the assignment until such assistance or equipment is on the job.
- At night, all work in an elevated position requires two (2) Journeyman Linemen, unless in the opinion of the first responder, that conditions are such that the job may be safely completed, (example: reattach an overhead service to house knob).
- Re-fusing of a single phase underground primary riser with one Journeyman Lineman is acceptable if (a) it occurs during daylight hours, (b) it can be accomplished without climbing the pole, and (c) the cause of the fault is known.
- Re-fusing of a multi-phase underground primary riser shall be performed by at least two (2) Journeyman Linemen.
- Switching on URD primary cable shall be performed by two (2) Journeyman Linemen.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CANBY UTILITY BOARD AND I.B.E.W. LOCAL UNION No. 125
Journeyman Lineman Outside Vendor Training Costs

This Memorandum of Understanding is entered into by and between the Canby Utility Board (CUB) and I.B.E.W Local Union No. 125.

Whereas, CUB occasionally participates as an intermediary for independent apprenticeship programs for Journeyman Lineman. As part of the program, employees may seek particular outside vendor training courses. CUB is willing to evaluate employee requests for these outside vendor training courses on a case by case basis and enter into agreement with employees to assist with tuition and related costs in exchange for an agreement by the employee to reimburse training costs if employee voluntarily leaves employment with CUB during a specified period of time.

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

1. CUB can offer, upon request by an employee, tuition and cost assistance for outside vendor training courses with the understanding the employee may be subject to an employment agreement including reimbursement of assisted costs if employee leaves employment before a specified period of time. Employee must have written preauthorization for CUB contribution to cost prior to participating in any courses.
2. This memorandum of understanding follows the terms and duration of the existing collective bargaining agreement.
3. This agreement does not require ratification and is effective upon signature below.

Upon execution, this day 30, *March* 2016.

FOR THE UNION

/s/ Tim Titus
Tim Titus
Business Representative

DATE: *March 30, 2016*

FOR CANBY UTILITY BOARD

/s/ Daniel P. Murphy
Daniel P. Murphy
General Manager

DATE: *March 30, 2016*

AGREEMENT

BY AND BETWEEN

**UTILITY BOARD OF THE
CITY OF CANBY, OREGON**

AND

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL UNION 125**

OFFICE AND WATER WORKERS

UPON EXECUTION TO JUNE 30, 2026

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AGREEMENT

The **UTILITY BOARD OF THE CITY OF CANBY, OREGON**, hereinafter referred to as the “Board”, and **LOCAL UNION 125, OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**, hereinafter referred to as the “Union”, agree to be bound by the following terms and conditions relating to wages, hours, and working conditions for all employees hereinafter classified and identified in this Agreement.

ARTICLE 1 – RECOGNITION

1.1 The Board recognizes the Union as the sole collective bargaining agent for all regular full-time employees, regular part-time employees, and temporary employees classified and identified in Schedule A of this Agreement. The bargaining unit excludes supervisory, confidential, and limited duration employees.

1.2 For the purposes of this agreement, the following definitions apply:

- a. REGULAR FULL-TIME EMPLOYEE – An employee who is regularly scheduled to perform work for forty (40) hours a week and budgeted as a 1.0 FTE.
- b. REGULAR PART-TIME EMPLOYEE – An employee who is regularly scheduled to perform work for more than six hundred (600) hours a year, but less than forty (40) hours a week and budgeted for less than 1.0 FTE.
- c. TEMPORARY EMPLOYEE – An employee who is employed for less than either one thousand forty (1040) hours in a six (6) month period or employed for less than six hundred (600) hours in a calendar year. Temporary employees are considered within the bargaining unit. Temporary employees do not receive any benefits (health insurance, vacation, etc.) under the collective bargaining agreement and not subject to just cause or grievance for disciplinary matters. A temporary employee is considered “at-will”. Wages will be established by mid-term bargaining as provided by ORS 243.698. The Board will not be precluded from hiring the position during the bargaining period. Temporary employees will earn sick leave as provided by State Law.
- d. LIMITED DURATION EMPLOYEE – An employee hired for no more than six hundred (600) hours to perform a specific limited duty. (*For example: summer worker to paint fire hydrants, archiving, or similar.*) Limited Duration Employees are not within the bargaining unit.
- e. Supervisory and Confidential employees are defined by ORS 243.650.

ARTICLE 2 – UNION SECURITY & DUES DEDUCTION

2.1 Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement. Union members will pay all dues, initiation fees, and assessments, as prescribed by the Union. All dues deductions will be by payroll deduction. The Board acknowledges that employees are subject to the terms of their Union membership, subject to applicable law.

Employees who are not members of the Union may make voluntary payments to the Union by means of payroll deduction by providing written authorization to the Board. Such payment amounts are those authorized by the employee.

2.2 Upon receipt of written authorization signed by an employee in the Bargaining Unit, the Board will, deduct and remit monthly to the Business Manager of IBEW Local 125 the normal and usual dues uniformly required of its members. The Union agrees to notify the Board in writing of the monthly dues amount to be withheld for employees.

The Union will indemnify, defend and hold the Board harmless against any claims made and against any suit instituted against the Board as a result of any action taken pursuant to the provisions of this article and any claims for union deductions, as consistent with ORS 243.806.

2.3 NEW EMPLOYEE ORIENTATION – The Shop Steward will be given thirty (30) minutes on duty time to meet with bargaining unit new hires for Union orientation. The time will be scheduled with Human Resources. The thirty (30) minute time period provided in this section is separate from the time permitted under Section 2.6.

2.4 NEW EMPLOYEES – The Board will provide to the Union Steward or Union Representative the name, job position and step, and contact information (CUB email and phone number) for each new employee no later than ten (10) calendar days of the employee's first day of work.

2.5 UNION ACCESS – Union representatives shall be afforded reasonable access to Board premises for the purposes of Union business, provided that such access does not interfere with the performance by employees of their duties.

2.6 Bargaining Unit employees who are designated Stewards/Representatives will be granted reasonable time, as defined in this section, on duty to engage in Union related activities consistent with ORS 243.798 as follows: attend to grievance and due process meetings, collective bargaining, labor/management meetings, new employee orientation, and testimony by subpoena for labor related matters. Stewards will be afforded up to forty (40) hours per fiscal year in total for all stewards to engage in these stated matters on paid time. Employees will record the time spent on their timecards. After forty (40) hours, the time used for these stated activities will require use of accrued leaves or unpaid time.

For the purposes of this section, time engaged by a steward in joint collective bargaining sessions when negotiating a successor bargaining agreement is not part of the forty (40) hour time allotment. When bargaining a successor agreement, up to one (1) employee or steward from each department bargaining unit (electric/water/office) may attend bargaining sessions during work hours on paid status. Attendance in bargaining sessions during non-regularly scheduled hours is not paid, and in no event will overtime be paid for any bargaining related meeting.

2.7 Consistent with intent of ORS 243.804, the Board will provide the Union an electronic list quarterly inclusive of employee name, date of hire, contact information including phone and address, if available, job title, and wage.

ARTICLE 3 – EMPLOYEE RIGHTS

3.1 The Board and the Union agree that each will fully comply with applicable laws and regulations prohibiting discrimination with regard to the hiring or tenure of the employees because of such person's protected class status. The Board and the Union agree further that there will be no discrimination against any employee due to membership or non-membership in the Union or because of activity in which employees may engage on behalf of the Union, provided such activity does not interfere with an employee's performance of work assignment.


3.2 Nothing in this Agreement shall be interpreted in such manner as to prevent the Board from making such reasonable accommodations as may be required under applicable legislation (i.e., ADA, Title VII, etc.).

ARTICLE 4 – MANAGERIAL RIGHTS

4.1 The Union recognizes the sole right of the Board to manage the affairs of the Board and its property, to direct the assignments of the work force and equipment, employ, promote, demote, layoff, discipline and discharge employees, contract and subcontract labor, as well as to generally do all things necessary to operate the Utility on sound business principles, except to the extent expressly prohibited by a provision of this Agreement. The Board is not precluded from contracting out work for short term planned construction or maintenance projects beyond the capacity of staffing levels as done by past practice. Short term consists of work projects lasting six (6) months or less, unless otherwise mutually agreed. The Union agrees to not demand to bargain the decision or impacts of such contracting. The Union retains the right to bargain the impact of longer contracting out projects.

In the event the Board contemplates to contract work that would result in a reduction of workforce, the Board will provide the Union written notification of the matter under consideration. If the Union, within fourteen (14) calendar days of receipt of said notification, provides the Board with a written request to bargain, the Board will enter into negotiations to bargain the impact of the contracting out with the Union, as provided under ORS 243.698. The Board will not implement any such contracting out until either agreement with the Union has been reached or a state of impasse in the bargaining exists.

4.2 Any changes to the Board's Personnel Handbook that results in changes in items which are mandatory subjects of bargaining shall be subject to negotiations with the Union.

 **4.3** The parties acknowledge that changes to employment relations, as defined by the Public Employees Collective Bargaining Act, that are not covered by this agreement may be subject to bargaining consistent with ORS 243.698. (See Article 21) Union agrees to not present economic proposals mid-term of this agreement.

4.4 PAYROLL DUTIES – The Board retains the right to perform payroll duties with management employees when qualified bargaining unit members are not available for work (i.e., sick, vacation, etc.) or under special employee circumstances.

ARTICLE 5 – STRIKE AND LOCKOUT

5.1 The Union agrees that during the term of this Agreement its membership will not engage in any strike, work stoppage, slowdown, or interruption of services, and the Board agrees not to engage in any lockout.

ARTICLE 6 – DISCHARGE - SUSPENSION - WARNING

6.1 NEW EMPLOYEES – New employees may be terminated within the six (6) month probationary period with or without cause as per Article 14 of this Agreement. Termination of a probationary employee is not subject to grievance Article 20.


6.2 Employees determined to have engaged in dishonesty, under the influence in the course of duty, illegal use of drugs, willful damage to Board property or equipment, willful neglect of duty or gross insubordination, may be subject to termination.

6.3 Employees determined to have engaged in a lesser offense such as habitual tardiness for work, use of foul or inappropriate language, or the inability to get along with fellow employees may be given a written warning for an initial offense, with a copy to the Union. Repeated offenses may be cause for additional discipline including, but not limited to, suspension or termination of employment.

6.4 The employer may take corrective actions, such as, but not limited to counseling or verbal warnings reduced to writing, and is not considered formal discipline. Such corrective action will not be directly placed in the personnel file, but may be used for progressive discipline and yearly evaluation.

Prior to any economic discipline, such as a suspension, the employee will be given the offer to provide a rebuttal.

ARTICLE 7 – HOURS OF WORK

 **7.1** WATER DEPARTMENT EMPLOYEES – The workday schedule for the Water Department employees shall consist of a 4/10 schedule with ten (10) hour workdays Monday through Thursday, with hours from 7:00 a.m. to 5:30 p.m. or at the discretion of the Board, the workday schedule may provide for eight (8) hours per day, worked between the hours of 8:00 a.m. and 4:30 p.m. The workday schedule includes a thirty (30) minute unpaid lunch period generally midway in the shift.

OFFICE DEPARTMENT EMPLOYEES – The workday schedule for the Office Department employees shall consist of a 4/10 schedule with ten (10) hour workdays Monday through Thursday, with hours from 7:00 a.m. to 5:30 p.m., with a thirty (30) minute unpaid lunch period generally midway in the shift, or at the discretion of the Board, the workday schedule may provide for eight (8) consecutive hours per day, worked between the hours of 7:00 a.m. and 6:00 p.m. with a one (1) hour unpaid lunch period midway in the shift.

The workday schedule applies to all members of the departments identified above, unless a flexible schedule for an individual employee has been agreed upon as provided below.

In the event the Board seeks to change the work schedule between 4/10s or 5/8s, the Board will provide at least 120 days' notice prior to a schedule change. During this notice period and at the request of the Union, the Board and Union agree to meet to review the proposed change. The Board will, in good faith, consider Union input; however, is not precluded from changing the schedule as noticed.

Temporary arrangements other than those stated above may be made by mutual consent of the supervisor and the employee(s). Schedule changes for the purpose of trainings can also be adjusted by the Board outside the normal schedules herein, with at least five (5) days' notice to the employee.

FLEXIBLE SCHEDULE – UPON mutual agreement, an employee and the Board may agree in writing to a flexible workweek. Overtime does not apply when under a flexible workweek schedule unless the employee works more than forty (40) hours in the workweek.

7.2 REST PERIOD – Each employee shall be allowed a break at the job site, not to exceed fifteen (15) minutes, approximately midway in each half shift, the time for which shall count as time worked, at a place that may be specified by the supervisor.

R **7.3** MEAL PERIODS FOR SHIFT EXTENSIONS AND CALL-OUTS

SHIFT EXTENSION – Any employee required to work overtime at the conclusion of their regular shift shall have the option of an unpaid meal period of at least thirty (30) minutes but not to exceed one (1) hour upon having completed the first two (2) hours of overtime worked. Employees who use this option shall be reimbursed for reasonable costs of up to eighteen dollars (\$18.00) of the meal taken at that time, upon the presentation of their receipts. Under no circumstances will an employee be required to work longer than six (6) consecutive hours without the option of a meal break.

CALL-OUTS – Employees who are off duty and then called-out to work and have worked at least four (4) consecutive hours, starting from arrival to the operations center, have the option to take unpaid meal period of thirty (30) minutes. If the meal period is taken, and the employee returns to continue work, the employee will be reimbursed for reasonable costs of up to eighteen dollars (\$18.00) of the meal taken at that time, upon the presentation of their receipts. Under no circumstances will an employee be required to work longer than six (6) consecutive hours without the option of a meal break.

The provided meal period may be waived in cases of extreme emergencies, unforeseen disaster or undue burden consistent with BOLI rules.

In emergency cases, when employees working overtime have no opportunity to get a meal during a meal break and upon request of the employee, the Board will provide a meal for the health and welfare of the employee if employees have not been notified in advance to provide their own meals.

R **7.4** SCHEDULED AND PLANNED OVERTIME – Employees required to work overtime that were notified at least one (1) day in advance of the work period shall not be subject to paid meal.

✍ **7.5** TRAVEL TIME – All employees required, in the course of duty, to travel from one headquarters to another, or to the site of the job, or from station to station, or from shop to shop, shall do so on the Board's time, except for employee's daily commute unless in excess of thirty (30) miles from headquarters.

R **7.6** RESIDENCY – Employees subject to stand-by assignment and call-outs, as noted below, must reside within an approximate sixty (60) minute response time, under normal road conditions from the Board's primary facility. Determination of response qualification is at the discretion of the Board with allowable exception. New employees will have 365 days from date of hire to comply with the residency requirement. Failure to meet the requirement will result in termination.

Employees subject to residency are: Water Foreman, Utility Workers I, II, and III.

For the purposes of recruitment, the parties agree the Board may propose and agree to individual relocation cost agreements with new hires.

ARTICLE 8 – CALL-BACK TIME

8.1 Employees required to report back to work after having left the premises after the completion of their regular shift shall be entitled to a minimum of two (2) hours pay, in the amount of two (2) times their regular hourly rate of pay. Overtime pay shall be computed from the time of starting from headquarters until returning to headquarters in addition to thirty (30) minutes of travel time to arrive to headquarters. There will be no pyramiding of overtime for call-outs. This provision does not apply to shift extensions.

✍ **8.2** PRESCHEDULED OVERTIME – In the event an employee is provided seventy-two (72) hours advance notice of overtime to occur outside of their regular shift, employees will be paid a minimum of two (2) hours overtime for those hours worked. No payment for travel time is provided. This provision does not apply to shift extensions whether contiguous to the start or end of a regular workday shift.

8.3 Employees shall be compensated a minimum of one (1) hour at the overtime rate of pay if they are contacted during their non-scheduled days or non-scheduled hours of work for more than an administrative de minimis purpose and for business related purposes, regardless of the number of contacts within a sixty (60) minute time period beginning with the first contact.

The Board sees de minimis as five (5) minutes or less.

✍ **8.4** CALL-OUT LIST – In the event of call-outs, the call-out list for assigned employees will be rotated as follows:

- a. The call-out shall be prioritized quarterly based on total accumulated overtime for each calendar year. This calculation includes the last pay period of the previous quarter and excludes the last pay period of current quarter. (Example: December 16-31 pay period through March 1-15 pay period will be used to calculate accumulated overtime for the April 1 rotation schedule).

- b. Quarterly, overtime calculations for call-out rotation will be provided by the Operations Specialist. The Board will notify employees within five (5) calendar days of the new rotation taking effect and an updated call-out list will be distributed shortly thereafter.
- c. The employee with the least amount of accumulated overtime will be first on the call-out list and then in order of increasing amount of accumulated overtime and pertains to Water Foreman and Utility Workers only. In the event equal amounts of overtime have accrued for two (2) or more employees, seniority shall prevail.
- d. Should an employee be notified of an after-hours event by way of message and returns the call but is then notified that another employee responded, this time will be considered de minimis and not eligible for overtime pay.
- e. In the event Canby Utility makes an error in the order of the rotation schedule causing an employee, who was available to respond, to be bypassed, the following compensation shall apply: One (1) hour of overtime pay when the response was addressed without causing an employee to return to the work location (i.e., telephone response); Two (2) hours of overtime pay when the response required the contacted employee to respond to a work location. There shall be no compensation for notification of less than five (5) days for new rotation.
- f. Call-outs are at the discretion of management.

ARTICLE 9 – PAY PROVISIONS


9.1 OVERTIME – Overtime will be paid under the following circumstances:

- 1) Work in excess of eight (8) hours per day and work in excess of five (5) eight (8) hour days or work in excess of ten (10) hours on a 4/10 schedule.
- 2) Work in excess of forty (40) hours in any workweek.
- 3) For all time worked on other than their regular shift or day, including work during meal periods when such time is not a part of their regular shift, and for all time worked on holidays, in addition to their holiday pay.
- 4) Use of approved leaves, such as sick, vacation, holiday, are considered hours worked for the purposes of calculating a forty (40) hour workweek. Overtime will only be paid for actual hours worked. Shift extensions will be paid overtime for time actually worked.

9.2 Overtime shall be compensated for at two (2) times the regular rate of pay for a minimum of two (2) hours, except that work contiguous to the regular shift will be compensated at two (2) times the regular rate of pay for the time actually worked. Overtime payment will not pyramid.


9.3 When an employee works six (6) hours or more outside their regular shift hours, they shall receive a minimum of eight (8) hours rest before required to return to work for when their regular shift begins. If required to return to work without allowing the eight (8) hour rest period, the regular shift hours will be worked at the overtime rate. After eight (8) hours rest, any remaining portion of the regular shift, if worked, shall be paid at the straight-time rate of pay. Employees will be directed by Management, if required to report to duty without allowing for the eight (8) hour rest period.

9.4 PAY PERIODS – Pay periods shall be twice monthly ending on the 15th and the last working day of the month. Payroll checks will be issued on or before the 7th and 22nd of each month. Employees shall be paid at the established rate of pay for the classification in which they are employed. Job classifications and their respective wage scales may be found in Schedule A. For employees who voluntarily elect to participate in direct payroll deposit, employees acknowledge that they are subject to banking requirements and timelines.

 **9.5** WORKING OUT OF CLASS – In the event an employee is assigned in writing to perform work in a higher classification for a period of time of four (4) hours or less during a shift, they shall receive the rate of pay for that higher classification for four (4) hours. In the event an employee is assigned to perform work in a higher classification for more than four (4) hours in a shift, they shall receive the rate of pay for the higher classification for the entire eight (8) hour shift. Out of class pay does not apply for employees in training for other duties.

Note: If on a 4/10 schedule, the time period above is five (5) hours, not four (4) hours.


9.6 In cases other than those mentioned in Section 9.5, the General Manager will determine if a sufficient increase in responsibility exists to warrant an upgrade.

 **9.7** STAND-BY – An employee who is assigned and subject to call during their regular time off shall be paid for one (1) hour at their straight-time rate for each eight (8) hour period or major fraction thereof they are subject to and available for call during each stand-by period, provided that an employee on call duty on a holiday as defined in Article 10, shall be paid for two (2) hours at their straight-time rate for each eight (8) hour period or major fraction thereof that they are on call. Such payment for stand-by duty shall be in addition to compensation for services of such employee when actually called out while standing by. While on stand-by duty, the employee shall carry a cell phone as provided by the Board at its discretion and shall be expected to be readily available to respond in a timely manner when contacted. Stand-by assigned time is not considered compensable hours worked. It shall be the responsibility of the employee to secure a replacement for their scheduled stand-by duty if they are sick, or using accrued paid leaves, or wish to trade scheduled time.

At the discretion of the Board, stand-by assignments may include all non-scheduled work hours between regularly scheduled shifts. A stand-by assignment will be for no less than eight (8) hours. When it is determined by the Board of the need for stand-by, a roster shall be posted at least five (5) calendar days before the beginning of the stand-by duty. If five (5) days' notice is not given, the employee shall receive one (1) additional hours pay for each eight (8) hour period or major fraction thereof.

9.8 BOOT REIMBURSEMENT – Effective the next fiscal year following execution of this agreement, Field employees, or employees dispersed to do field work may seek reimbursement up to three hundred fifty dollars (\$350.00) per fiscal year for the purchase of work boots. Items purchased under this provision are for work purposes only. Reimbursement may be subject to applicable withholdings. Requests for reimbursement require proof of purchase and must be submitted by June 1 each year. Employees on probation do not receive this incentive until after successful completion of probation.


ARTICLE 10 – HOLIDAYS

-  **10.1** If on a 5/8 work schedule, the following shall be recognized as holidays for which there will be no reduction in pay when not worked. A day is equivalent to eight (8) hours pay.


NEW YEAR'S DAY	LABOR DAY	CHRISTMAS EVE
PRESIDENTS DAY	VETERANS DAY	CHRISTMAS DAY
MEMORIAL DAY	THANKSGIVING DAY	PERSONAL DAY (1.5)
INDEPENDENCE DAY	DAY AFTER THANKSGIVING	

If on a 4/10 work schedule, the following shall be recognized as holidays for which there will be no reduction in pay when not worked. A day is equivalent to ten (10) hours pay.

NEW YEAR'S DAY	INDEPENDENCE DAY	THANKSGIVING DAY
PRESIDENTS DAY	LABOR DAY	CHRISTMAS EVE
MEMORIAL DAY	VETERANS DAY	CHRISTMAS DAY

-  **10.2** If on a 5/8 schedule, whenever one of the holidays set forth above falls during an employee's vacation, such employee shall be entitled to one (1) additional day of vacation or the pay thereof. In the event a holiday should fall on a Saturday, the preceding Friday shall be observed as the holiday and should a holiday fall on a Sunday, then the following Monday shall be observed as the holiday.

If on a 4/10 schedule, whenever one of the holidays set forth above falls during an employee's vacation, such employee shall be entitled to one (1) additional day of vacation or the pay thereof. In the event a holiday should fall on a Saturday, the holiday will be observed on that day as a day off, and employees will accrue ten (10) hours of Personal Leave, as identified in Section 10.3 (both units). If a holiday should fall on a Friday, the preceding Thursday shall be observed as the holiday, and should a holiday fall on a Sunday, then the following Monday shall be observed as the holiday; however, should Christmas Eve fall on a Sunday, the holiday will be observed that day as a day off, and employees will accrue ten (10) hours of Personal Leave, as identified in Section 10.3 (both units). These provisions do not preclude the right to assign overtime for operational needs.

-  **10.3** PERSONAL DAY – If on a 5/8 work schedule, each employee will receive one (1) day and one-half ($\frac{1}{2}$) day of personal leave. If on a 4/10 schedule and an employee accrues personal leave for working on a holiday (Section 10.2), the personal leave is banked. The day may be taken in one-fourth ($\frac{1}{4}$) hour increments.

Personal leave does not carry into the next fiscal year. Personal leave not used by June 30th is forfeited. An employee shall have been employed for at least thirty (30) days to qualify for Personal Day holiday pay.

ARTICLE 11 – VACATIONS

11.1 All regular employees, continuously employed, shall be entitled to vacation in accordance with the following schedule, effective the employee's service anniversary date:

<u>YEARS OF SERVICE</u>	<u>MONTHLY ACCRUAL</u>
Upon the month following completion of probation	40 hours lump sum
Completed probation to 48 mos.	6.67 hours
49 months on	10.00 hours
109 months on	13.33 hours
169 months on	16.67 hours
229 months on	20.00 hours


11.2 All time off for vacations shall be by mutual agreement between the Board and the employee, with due consideration given the necessity of maintaining continuity of service. In the event of conflict between the employees regarding time of vacation, the principle of seniority shall prevail.

11.3 MAXIMUM VACATION ACCRUAL – Employees may not carryover more than four hundred (400) hours in total per anniversary year.

Leave accruals above this amount are forfeited except in the following circumstances:

An employee may convert up to one-half of the employee's accrued vacation at their anniversary date to the individual employee's deferred compensation plan as provided by the Board, subject to plan limitations.

ARTICLE 12 – SICK LEAVE

 **12.1** Any regular full-time employee employed by the Board for ninety-one (91) days or more shall be entitled to sick leave credit eight (8) hours for each month of service. Part-time employees are prorated based on their budgeted FTE with a minimum accrual of one (1) hour for every thirty (30) hours worked up to a maximum provided by the prorated contract amount in one year. Annually, the first forty (40) hours of any employee's sick leave shall be designated as Oregon Sick Leave and may be used for the purposes required by law.

The Board will adhere to the statutory provisions of the New Oregon Paid Leave Law (HB2005), as effective in 2023 without further bargaining obligations.

12.2 Subject to Oregon PERS, the Board agrees to provide unlimited sick leave benefit accumulation. Upon retirement, all sick leave accumulation will be converted to the Public Employee's Retirement System as per Oregon Law. *(Note: This provision only applies to Tier I and II employees.)*

12.3 The Board may require a doctor's certificate to substantiate the employee's loss of time due to illness or off-the-job accidents for any sickness or injury over three (3) working days, as provided by applicable law. Where the Board determines that a pattern of usage, or evidence of possible misuse exists, the employee may be required to provide a doctor's certificate to substantiate the illness or injury of the employee before sick leave

would be granted for absences of three (3) days or less. Any employee found to have abused sickness benefit privileges by falsification or misrepresentation shall thereupon be subject to disciplinary action, or may be discharged by the Board for such falsification or misrepresentation. Employees taking time off for medical or dental appointments shall have such time deducted from their sick leave credits.

12.4 In the event of an on-the-job accident or an injury to an employee covered by the Workers' Compensation Insurance, the following rule shall apply: For an accepted Workers' Compensation claim and for the first three (3) months from the dated injury, the Board shall pay to such disabled employee the difference between the amount paid to the employee by Workers' Compensation Insurance and their regular base net straight-time wages, subject to applicable withholdings and deductions. Employees keep their Workers' Compensation payments.

After three (3) months and for a period of six (6) additional months, the Board shall pay to such disabled employee the difference between the amount paid to the employee by Workers' Compensation Insurance and eighty percent (80%) of their regular base net straight-time wages.

An employee may elect to use accrued leaves, until exhausted, to pay the difference between the amount paid to the employee by Workers' Compensation Insurance and their regular base net straight-time wages, subject to applicable withholdings and deductions. Accrued leaves will be used in the order of sick, personal/holiday, then vacation.

INSURANCE COVERAGE – During the period an employee is not working due to an accepted Workers' Compensation claim, the Board will pay employer insurance premium contributions of ninety-five percent (95%) while the employee is on employer or COBRA coverage through the carrier. Consistent with insurance carrier regulations, employees receiving disability benefits will be placed on COBRA coverage after one hundred eighty (180) days from date of injury unless otherwise on light duty subject to carrier rules. The employee is responsible to pay their cost share contribution through payroll deduction or direct payment to the Board if no payroll deductions are available. Employees must timely pay their monthly premium cost share contribution to maintain coverage.

ARTICLE 13 – SAFETY PRECAUTIONS

13.1 The Board and the Union agree to cooperate in the exercise of all proper precautions for the protection of employees in the performance of their duties, and in the observance of safety rules of the State of Oregon.

13.2 The Board agrees to furnish personal protective equipment (PPE), for the safety of workers while engaged in any work where protective equipment is required by law and/or regulation. Employees are required to wear PPE's furnished by the Board when appropriate as determined by the Board.

ARTICLE 14 – PROBATIONARY PERIOD

14.1 All employees shall be considered as being on a probationary basis for the first six (6) months (180 days from date of hire) of employment and may be subject to termination by the Board during such period with or without cause and without recourse to the grievance provisions of this Agreement.

14.2 Employees who have successfully completed probation as determined by the Board, shall be entitled to have their seniority from their first date of employment.

14.3 PROMOTIONS – Employees accepting a promotion to a higher classification will serve a six (6) month probationary period. Employees who fail probation will be returned to their previous position if available or otherwise laid off. Successful probation is at the discretion of the Board and not subject to grievance.

ARTICLE 15 – SENIORITY


15.1 The principle of seniority shall be observed with regard to all layoffs and rehiring of regular employees who have completed their probationary period of employment with the Board, provided that the employee to be recalled is competent to perform the work assigned.

If a promotional opportunity is posted internally, all other factors being equal, senior employees will be given preference over others of less service, subject to applicable law. All vacant positions will be posted in the lunchroom.

15.2 Notwithstanding the previous paragraph, the selection of the Working Foreman will be based on ability, qualifications, department efficiency, and seniority. When management determines that all other factors are equal, seniority will be the determining factor, subject to applicable law.

15.3 Employees on approved leave without pay, for six (6) months or more shall not accrue any more time towards seniority but will maintain the time they have, with the exception of those off due to industrial accident, military service or otherwise protected by applicable law.

ARTICLE 16 – OUTSIDE EMPLOYMENT


 **16.1** In accordance with the Personnel Handbook, no employee will be permitted to engage in off-duty employment with another employer that will interfere with their work performance, unless they have first secured written approval for such activity from the immediate supervisor and the General Manager. In the event the Board believes an employee's outside employment conflicts with the provisions above, the Board may rescind permission upon giving the employee at least ten (10) days' notice and an opportunity to be heard.

ARTICLE 17 – BEREAVEMENT LEAVE


17.1 Funeral leave will be granted in accordance with Procedure 496. Bereavement leave provided by policy will be concurrent to eligible leaves provided by OFLA.

ARTICLE 18 – HEALTH AND WELFARE

18.1 All regular full-time employees covered by this Agreement (and their eligible dependents) shall be entitled to be covered by the Board sponsored Health and Welfare Plans, subject to carrier rules and eligibility requirements.


 **18.2** The Board reserves the right to select the carrier of such plans with the understanding that benefits would remain comparable. The Board will make available Co-Pay Plan E and Kaiser Co-Pay Plan B.


18.3 All regular full-time employees covered by this Agreement shall become eligible for coverage under this plan commencing with the first day of the month following date of hire.

 **18.4** DENTAL PLAN – All eligible full-time employees (and their eligible dependents) covered by this Agreement shall be entitled to coverage under ODS Plan II or Willamette Dental. Effective January 1, 2024, the ODS Dental Plan will change to Plan III.

18.5 VISION PLAN – All eligible full-time employees (and their eligible dependents) covered by this Agreement shall be entitled to coverage under the VSP Vision Plan as provided or the equivalent.

18.6 WELLNESS PROGRAMS – The parties recognize the importance of wellness programs and preventative healthcare. The parties agree in good faith to participate voluntarily in wellness presentations and programs offered by the carrier.

 **18.7** PREMIUM COST SHARE – For Regence Co-Pay Plan A/E and Kaiser Co-Pay Plan B, the total premiums for medical-hospital, dental and vision insurance shall be shared on a basis of ninety-five percent (95%) paid by the Board and five percent (5%) paid by the employees through payroll deduction. The cost share applies to all employees in the bargaining unit. For part-time employees budgeted 0.5 FTE or greater, employer contributions are pro-rated based on FTE status. Benefits are not provided to employees less than 0.5 FTE. Effective the month following execution of this agreement, the premium cost share for full time employees will change, and the Board will pay one hundred percent (100%) of the total premium.

 **18.8** VEBA ACCOUNT – The parties acknowledge that managing healthcare costs is an important consideration for both employees and the employer. Savings for healthcare expenses, in addition to proactive medical care and wellness programs, are beneficial with rising costs associated with care.

The Board will contribute one hundred seventy-five dollars (\$175.00) per month to each employee into their VEBA account. Part-time employees budgeted for 0.5 FTE or greater will receive a prorated amount. Employees less than 0.5 FTE are not eligible.

The amounts contributed are not cumulative.

18.9 LIFE INSURANCE – The Board will continue to provide eligible employees with the present level of life insurance at no cost to the employees.

The formula will consist of one times (1X) the employee's salary with a cap of \$50,000.

18.10 If the insurance carrier informs the Board of plans to terminate a plan currently in effect, the Board shall notify the Union in writing and the parties shall negotiate over termination of the plan.


The Union has fourteen (14) calendar days to demand to bargain in writing after receiving notice from the Board. If such notice is not provided by the Union, the Union waives its right to bargain over the change or the impact of the change identified in the notice.

The parties may mutually agree in writing to a bargaining period other than the ninety (90) days as specified in Oregon Law. However, if the insurance carrier has not provided the requisite notice for the parties to comply with the statute, the Board shall first seek to extend the current coverage to cover the negotiations and the implementation of an alternate plan.

If the insurance carrier fails to provide such extension for coverage, then the Board may implement without penalty an available plan that has similar benefits. The Board and the Union shall jointly make a good faith effort to find a plan acceptable to the Union.

The replacement insurance plan benefits are not required to be equal to the terminated plan nor will the Board be obligated to provide a plan that provides the same benefit at the same level as the terminated plan if none is available.

ARTICLE 19 – RETIREMENT

 **19.1** Subject to the Oregon Administrative Rules pursuant to PERS statutes, the Board will enroll eligible employees in the Oregon Public Employee's Retirement System or its equivalent and will continue to pay the employee's six percent (6%) contribution to the Individual Account Program (IAP) according to the Administrative Rules pursuant to PERS statutes.

In the event the PERS statute is amended and changes the six percent (6%) employee contribution effective during the term of this agreement, the parties will initiate mid-term bargaining consistent with ORS 243.698.

19.2 The Board will continue to make available for its eligible employees, the existing 401(k) and 457 qualified retirement plans of the Canby Utility Board. All contributions are at the expense of the employee.

ARTICLE 20 – GRIEVANCE AND ARBITRATION

20.1 A grievance is hereby defined as an alleged violation of the terms of this agreement including employer action that results in discipline without just cause or loss of benefit in violation of this agreement.

STEP 1: INFORMAL GRIEVANCE RESOLUTION – The parties will attempt to resolve grievances informally and may, in writing, extend timelines under this Article.

Whenever any dispute shall arise between the Board and the Union over the interpretation of, or adherence to, or the application of the terms and conditions of this Agreement which cannot be settled between the Board's General Manager and the

employee, the matter shall be reduced to writing and presented to the Representative of the Union and the Representative of the Board within fourteen (14) calendar days of the date the employees first became aware of the problem which led to the filing of the grievance, or the grievance shall be void.

THE WRITTEN GRIEVANCE SHALL CONTAIN:


- (a) The nature of the grievance and the circumstances from which it arose;
- (b) The remedy or correction the Board or the Union is requested to make; and
- (c) The Section or Sections of the Agreement, if any, relied upon or claimed to have been violated.

STEP 2: Should the Board and the Union representative be unable to settle the dispute within fourteen (14) calendar days after receiving written notice, the matter shall be presented by the moving party to the other party for mediation. Upon notice to the other party, the parties may mutually agree to a mediator or the moving party may request a mediator from the Employment Relations Board (ERB). The parties will make best efforts to schedule a mediation date within sixty (60) days of the notice to mediate. The parties agree to meet at least two (2) times in mediation. Mediation costs are shared. In the event of an employee termination, the parties may mediate or the moving party may proceed directly to arbitration.

STEP 3: In the event the parties are unable to mediate a resolution, and two (2) sessions have occurred, the moving party may give notice of intent to arbitrate by notice to the other party. Notice of intent to arbitrate must occur within fifteen (15) days of the second mediation session or any scheduled session thereafter. Should the Board and the Union be unable to agree on an arbitrator, they shall ask the Employment Relations Board to submit a list of five (5) names of Oregon or Washington arbitrators from which a selection shall be made through the process of elimination. The parties agree to set arbitration dates without unreasonable delay.

20.2 The arbitrator shall have the right to call witnesses or to accept the dispute in written form. The arbitrator shall have sixty (60) days in which to hear the dispute and to render a decision on interpretation of the terms of the agreement. Any decision rendered shall be within the scope of this Agreement and shall not change any of its terms and conditions. The parties have not given authority to any arbitrator to determine the mandatory or permissive status of the disputed language. The parties understand and agree that the Employment Relations Board has the sole authority to resolve the dispute over mandatory/permissive status and the Union waives any right to file a grievance to resolve scope of bargaining disputes. The decision of the arbitrator shall be final and binding upon the Board and the Union. The fee of the arbitrator shall be borne by the losing party.

20.3 There shall be no work stoppage in the interim.


 **20.4** Time limits specified in this Article may be extended only by written mutual consent of the Board and the Union. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments

first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

ARTICLE 21 – SAVINGS CLAUSE


21.1 Should any provision of this Agreement be unlawful or found to be in conflict with any Federal or State law or final decision of any court of competent jurisdiction or applicable administrative agency, said provision shall be modified to comply with said law or decision, but all other provisions of the Agreement shall remain in full force and effect. In the event a modification is required, the Board will provide notice to the Union consistent with ORS 243.698.

ARTICLE 22 – TERM OF AGREEMENT

 **22.1** This Agreement shall become effective upon execution and shall remain in effect through June 30, 2026. It shall remain in full force and effect from year-to-year thereafter, unless either the Board or the Union shall serve written notice upon the other, at least sixty (60) days prior to the expiration date of the Agreement or any anniversary date, requesting that the Agreement be opened for changes and/or termination.

Provisions of this agreement only apply to person employed at time of execution.

ARTICLE 23 – WAGES

 **23.1** The classification of employees and their corresponding rates of pay shall be noted in Schedule A , which is attached hereto and made a part of this Agreement.

Effective July 1, 2023, or the month following execution of this agreement, the later of either, the wage scale will be increased by 7.0% across the board for all classifications in the bargaining unit.

Effective July 1, 2024, the wage scale will be increased by 3.5% across the board for all classifications in the bargaining unit.

Effective July 1, 2025, the wage scale will be increased by 3.5% across the board for all classifications in the bargaining unit.

WATER DISTRIBUTION LEVEL 3 CERTIFICATION PAY: Utility Worker II employees who receive and maintain Water Distribution Level 3 certification for the State of Oregon shall receive an incentive pay of one percent (1%) base wage per pay period. This incentive does not apply for Utility Worker III and Water Foreman classifications because it is a job requirement for the positions.

Agency will only provide accommodation and payment for testing for Utility Worker I testing for Water Distribution I and II; and Utility Worker II testing for Water Distribution III. Payment for testing is limited to 2 attempts.

New hires will be placed within the appropriate range at the General Manager's discretion. Employees are provided job positions based on budgetary constraints and management discretion. Employees do not self-promote based on job qualifications.

SCHEDULE A

WAGE SCHEDULE AND JOB CLASSIFICATIONS

This schedule represents COLAs effective annually on the dates indicated below.

The classification of employees and their corresponding rates of pay are as follows:

OFFICE CLASSIFICATION	EFFECTIVE DATES	NEW HIRE	SIX MONTHS	STEP 1	STEP 2	STEP 3
ACCOUNTING CLERK	7/1/2023	29.18	30.26	31.37	33.71	36.24
	7/1/2024	30.20	31.32	32.47	34.89	37.51
	7/1/2025	31.26	32.42	33.61	36.11	38.82
LEAD CUSTOMER SERVICE REPRESENTATIVES	7/1/2023	27.87	28.92	29.96	32.22	34.67
	7/1/2024	28.85	29.93	31.01	33.35	35.88
	7/1/2025	29.86	30.98	32.10	34.52	37.14
CUSTOMER SERVICE REPRESENTATIVE	7/1/2023	25.06	25.99	26.93	28.98	31.15
	7/1/2024	25.94	26.90	27.87	29.99	32.24
	7/1/2025	26.85	27.84	28.85	31.04	33.37
CUSTOMER SERVICE REP./ OFFICE SPECIALIST	7/1/2023	25.06	25.99	26.93	28.98	31.15
	7/1/2024	25.94	26.90	27.87	29.99	32.24
	7/1/2025	26.85	27.84	28.85	31.04	33.37
WATER CLASSIFICATIONS						
WATER FOREMAN	7/1/2023	36.35	37.71	39.04	42.00	45.16
	7/1/2024	37.62	39.03	40.41	43.47	46.74
	7/1/2025	38.94	40.40	41.82	44.99	48.38
UTILITY WORKER III	7/1/2023	31.62	32.83	34.03	36.56	39.33
	7/1/2024	32.73	33.98	35.22	37.84	40.71
	7/1/2025	33.88	35.17	36.45	39.16	42.13
UTILITY WORKER II	7/1/2023	28.73	29.82	30.88	33.23	35.71
	7/1/2024	29.74	30.86	31.96	34.39	36.96
	7/1/2025	30.78	31.94	33.08	35.59	38.25
UTILITY WORKER I	7/1/2023	26.88	27.88	28.89	31.07	33.42
	7/1/2024	27.82	28.86	29.90	32.16	34.59
	7/1/2025	28.79	29.87	30.95	33.29	35.80

Steps are yearly based on anniversary.

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 125**

UTILITY BOARD OF THE CITY OF CANBY

Travis Eri
Business Manager

Date_____

Carol Sullivan
General Manager

Date_____

 Indicates language change

R Indicates renumber of section with no language change