

# Council Business Meeting

September 1, 2020

<b>Agenda Item</b>	Ratification of a Two-Year Labor Agreement with the IBEW Electrical Union Local 659	
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## **SUMMARY**

The current labor agreement between the City of Ashland and the IBEW Electrical Workers expired on June 30, 2020. Bargaining teams worked diligently on reaching agreement on terms for a successor contract despite restrictions on meetings due to COVID-19. Multiple sessions using Zoom allowed the groups to trade proposals and tentatively reach agreement on a new contract. The new contract has a two-year term instead of the traditional three-year contract term due to both parties' economic uncertainties.

A majority of the items agreed upon early in negotiations were low or no-cost. Both parties quickly reduced talks to the two economic issues of wages and health benefit cost-share.

## **POLICIES, PLANS & GOALS SUPPORTED**

N/A

## **PREVIOUS COUNCIL ACTION**

Staff briefed the City Council about tentative agreements reached in negotiations with the IBEW Electrical Union in Executive Session Under ORS 192.660(2)(d).

## **BACKGROUND AND ADDITIONAL INFORMATION**

The Electric Department has fallen behind the Labor Market for Journey positions. Severe weather and fires have called for significant rebuilding across the nation and skilled electrical jobs are in high demand. It has become increasingly difficult for the City to attract and retain qualified staff in our small municipal Electric Department, which is a total of nine Journey level positions when fully staffed.

The agreements reached in bargaining regarding wages and employee cost-share on health benefits represent an understanding of the employees in the bargaining unit of the financial impacts that COVID-19 has had on the City's budget. The spot increases target only the Journey level positions to try and make those positions more competitive so the City can adequately fill and retain these critical positions for our Electric Utility.

## **FISCAL IMPACTS**

The new agreement calls for the following wage and benefit cost-share adjustments:

- Year 1: Effective July 1, 2020, a five percent spot increase for Journey job classifications that are significantly behind the labor market. Effective January 1, 2021, a 1.5 percent cost of living adjustment (COLA) will be given to all positions in the bargaining unit. Total cost for Year 1 will be two percent over the current budget or \$44,847.

- Year 2: Effective July 1, 2021, a one percent spot increase for Journey job classifications that are significantly behind the labor market. Also, effective July 1, 2021, a 2.5 percent COLA will be given to all positions in the bargaining unit. Total cost of Year 2 over the Fiscal Year (FY) 2021 budget will be \$126,430.

As an offset to the increase in wages and to help the City get on a more sustainable path for future health benefit costs, the agreement requires more employee contribution toward health benefits as follows:

- Year 1: Effective January 1, 2021, an employee cost-share for health benefits increases from 5 to 7.5 percent. Total savings for Year 1 will be \$4,483.60.
- Year 2: Effective July 1, 2021, an employee cost-share for health benefits increase from 7.5 to 10 percent. Total savings for Year 2 will be \$19,010.47.

In summary, the total two-year cost for the wage increases in the contract is \$171,277. After subtracting \$23,494 for the savings over two years on healthcare, the total cost over (two percent typically budgeted for personnel cost inflation) is \$147,783.

The Electric Department has experienced some savings on personnel costs due to the inability to fill a Journey Line Installer vacancy for more than a year. The savings from the vacant position will cover the entire cost of the wage increases in the first year and allow the City to budget for the second year in the upcoming biennial budget process.

The City plans to implement the same cost-share arrangement with the City's non-represented employees and encourage Parks to do the same for their non-represented employees. The savings for both non-represented groups migrating from 5 to 7.5 percent and 10 percent will result in \$150,838 in savings over the next two years.

### **STAFF RECOMMENDATION**

Staff recommends that the Council authorize the City Administrator and Mayor to sign the two-year contract, ratifying the tentative agreements reached in negotiations with the IBEW Electrical Union.

### **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

1. I move to approve the two-year labor agreement with the IBEW Electrical Union and authorize the City and Mayor to sign the two-year contract.
2. I move to amend . . .

### **REFERENCES & ATTACHMENTS**

Attachment 1: Final Draft Two-Year Contract with IBEW Electrical Union

Attachment 2: Overview of Contract Changes for IBEW Electric Union

**AGREEMENT BETWEEN**

**THE CITY OF ASHLAND, OREGON**  
**ELECTRICAL DEPARTMENT**  
**AND ASHLAND FIBER NETWORK**

**and**

**LOCAL UNION NO.659**  
**INTERNATIONAL BROTHERHOOD**  
**OF**  
**ELECTRICAL WORKERS**

*July 1, 2020 - June 30, 2022*

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**AGREEMENT BETWEEN**  
**THE CITY OF ASHLAND, OREGON**  
  
**and**  
  
**LOCAL UNION NO.659**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**PREAMBLE**

This Agreement made and entered into by the City of Ashland, Oregon, hereinafter referred to as the "City" and Local Union No.659 of the International Brotherhood of Electrical Workers, hereinafter referred to as the Union." Unless indicated otherwise references to the "City" herein shall include the Mayor and City Council or their designees(s) as the officials directly responsible for the operation of the department covered by this Agreement. The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters pertaining to rates of pay, hours of work and other conditions of employment.

**Scope of Agreement**

This agreement shall apply to all employees of the Electric Department and all employees of Ashland Fiber Network, City of Ashland, Oregon, as set forth in "Appendix A" but excluding clerical employees, confidential and supervisory employees, and temporary employees.

Where the term "employee" is used, it shall mean regular employees or probationary employees within the bargaining unit, as the same are defined in Article XIII hereof.

Non-bargaining unit employees will not be employed in a temporary position for longer than twelve months except by mutual agreement. However, if the temporary position is to continue for longer than six months, the City will notify the Union and upon request, will meet to discuss the situation and options.

The parties agree as follows:

**ARTICLE I**  
**RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work and other conditions of employment for all employees within the bargaining unit described immediately above.

**ARTICLE II**  
**UNION SECURITY AND CHECK-OFF**

**Section 1. Union Security.** Any employee covered by this Agreement may, at any time after hiring or transfer into the Bargaining Unit, apply to become a member of the Union, and may voluntarily sign a check-off authorization form, authorizing the City to deduct from his or her wages, and to remit to the Union, the normal and usual dues required by the Union's Constitution and Bylaws. In addition, any employee who chooses not to join the Union may agree to tender a fee to the Union and, by voluntarily signing a check-off authorization form, may authorize the City to deduct and remit to the Union an amount in fees established by the Union, not to exceed the amount of monthly dues and fees required of "BA" members. The City shall deduct and remit to the Union monthly such dues and/or fees, unless and until the employee revokes his or her authorization in writing, as specified in the check-off request.

It is agreed there shall be no discrimination in favor of or against, any employee of the City on account of membership in the Union or failure or refusal to join the Union. Nor shall the City interfere in any way with the decision of any employee to join or not to join the Union.

**Section 2. Check-Off.** The City will, during the term of this Agreement, honor written individual check-off requests of regular employees in the Classifications covered by this Agreement, until such check-off request is revoked by written notice directed to both the City and the Union by registered mail. Such check-off request shall authorize the City to deduct current membership dues or fees. The City will in turn remit the dues or fees, so deducted, to the Union.

The Financial Secretary of the Union will keep the City currently advised of the monthly dues and/or fee to be deducted from the wages of each employee who **has filed a written individual check-off request** with the Union and the City.

**Section 3. Job Posting.** The City will post all job openings on our website so the Union can remain informed whenever a bargaining unit job is posted. Such posting shall include a statement that clearly indicates that the posted job is represented by IBEW Local Union 659 with a link to the Collective Bargaining Agreement on the City's website. The City will also, whenever a bargaining unit job is awarded, provide to the Local Union; the name, contact information, pay rate, classification, hire date and date of new hire orientation of the person awarded the position.

**Section 4. New Employee Greeting.** On the date of hire or shortly thereafter, the City will allow the Local Shop Steward and the Union Representative to meet each new employee on City premises and discuss the Union and its role. This meeting shall take place during work hours and be limited to no more than sixty (60) minutes. It will be the responsibility of the Local Shop Steward to arrange meetings with new employees.

**Section 5. Consistent Representation.** In the interest of maintaining fairness and consistency in representing the entire bargaining unit, The City shall notify the Union and an authorized Union Representative shall be present during the time of any adjustment for all matters regarding interpretation of the collective bargain agreement, at any time a bargaining unit employee requests to be made whole of any perceived shortage due

him/her as it relates to wages, hours and working conditions and/or in matters of disciplinary action.

**Section 6. Reversal of Decision.** Should the applicable law, with respect to mandatory agency fee arrangements in the public sector, change so as to permit the type of modified union shop and check-off in effect between the parties under contracts in force prior to such decision or statutes, the City agrees that it will upon written request from the Union meet with the Union within 30 days after the receipt of such request, and negotiate any appropriate provisions embodying the principles of previous Agreements between the City and the Union containing modified union shop and check-off provisions. Such provisions, when negotiated, if otherwise legal, shall become effective on a date agreed upon by the parties but in no event shall be retroactive beyond such date.

**Section 7. Indemnification.** The Union agrees to indemnify and hold the City harmless against any and all claims, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

### **ARTICLE III** **MANAGEMENT RIGHTS**

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and the powers or authority which the City has not expressly abridged, delegated or modified by this Agreement are retained by the City.

It is understood and agreed that the City possesses the sole and exclusive right to operate the City through its City Administrator and department heads and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this contract. These rights include but are not limited to the following:

1. To determine the mission of its constituent departments, commissions and boards.
2. To set standards of services.
3. To direct its employees.
4. To discipline or discharge for just cause.
5. To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
6. To maintain the efficiency of governmental operations.
7. To determine the methods, means and personnel by which government operations are to be conducted, except that the City Will not contract any work which is ordinarily done by its regular employees for the specific purpose of laying off or demoting such employees, and will furnish the Union with a copy of any contract entered into involving work covered by this contract.
8. To determine the content of job classifications.
9. To take all necessary action to carry out its mission in emergencies.
10. To exercise complete control and discretion over its organization and the technology of performing its work.

**ARTICLE IV**  
**STRIKE AND LOCKOUT PROHIBITION**

**Section 1.** The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City unless such is sanctioned by the Southern Oregon Labor Council.

**Section 2.** In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1, above, shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement. Disciplinary action, including discharge may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

**Section 3.** There will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

**ARTICLE V**  
**HOLIDAYS**

**Section 1. Recognized Holidays.** The following shall be recognized as holidays:

- New Year's Day (January 1)
- Martin Luther King Day (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (4th of July)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving (4th Friday in November)
- Christmas Day (December 25th)
- (Any day declared by the Governor or President as a holiday)

**For purposes of clarification of the statement in this Article V concerning days declared by the Governor or President as holidays, both parties agree the statement will be interpreted as follows:**

**a) When the U.S. President or Oregon Governor establishes a new annually- reoccurring holiday or issues a declaration or executive order directing a one-time federal or state office closure for purposes of observing a day of nationwide or statewide celebration or homage - for example, for mourning the passing of a former president or other significant**

person or for memorializing a particular tragic or jubilant event – such a day will be a paid holiday for City employees subject to this bargaining agreement; and

A presidential declaration or executive order for a specific purpose of closing federal offices will not necessarily result in a paid City holiday. Examples of federal or state closures that will not necessarily constitute a paid City holiday include: furloughs, weather-related closures, disaster/emergency closures, and office closures extending, for federal employees, the recognized holidays listed in Section 1 above, such as closing the day just prior or just after Christmas.

Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday shall fall on Saturday, the preceding Friday shall be observed as the holiday. If an employee is on authorized vacation, sick leave, or other leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

**Section 2. Holiday Pay.** Regular employees shall receive eight (8) hours of pay for each of the holidays listed above on which they perform no work. In order to be eligible for holiday pay when no work is performed, an employee must work on his/her last scheduled work day immediately prior to a holiday and on his/her first scheduled work day immediately following the holiday, unless prior approval is granted, as in the case of illness or if the holiday falls within a vacation period.

## **ARTICLE VI VACATIONS**

### **Section 1. Eligibility.**

<u>Years of Service</u>	<u>Accrued Vacation</u>
0-4	11 days
4-9	16 days
9-14	18 days
14-19	21 days
19-24	23 days
24 +	26 days

**Section 2. Continuous Service.** Continuous service, for the purpose of accumulating vacation leave, shall be based on regular hours paid to the employee. Vacation leave shall not accrue during a leave of absence without pay. Authorized leave without pay and lay-offs shall not be counted as service, however, employees returning from such absences or layoff shall be entitled to credit for service prior to the leave or layoff.

**Section 3. Use of accrued vacation time.** All requests to take vacation must be pre-approved by a supervisor. Normally, approved vacation hours may be taken as time off as soon as they are accrued. In December of each year, an employee can choose, however, to take equivalent pay for all or part of the employee's accrued vacation time, as detailed in Section 3.1. Alternatively, unused accrued vacation time can be carried forward, as detailed in Section 3.2. Section 3.3 gives new employees an opportunity to make use of anticipated but not-yet-accrued vacation.

**Section 3.1** The employee may choose to cash out up to 25% of his/her annual vacation accrual. The pay will be included in the first paycheck in December.

**Section 3.2** Vacation time that is not used for time off or cashed out will carry forward to the next year.

**Section 3.3 Use of Vacation Time During First six (6) Months.** To aid in the transition to City employment, upon approval by the employee's supervisor, new hires can use their anticipated vacation accruals for the first six (6) months of employment starting from the time of hire. After 6 months of employment, vacation time may be taken only to the extent such vacation has been accrued. In the event a new employee leaves prior to completing 6 months of employment, the employee's final pay check will be reduced by an amount equivalent to pay for the hours the employee took as paid vacation time off in excess of vacation actually accrued (see example below). The opportunity in December to cash out a portion of earned vacation hours as provided in Section 3.1 only applies to vacation actually accrued and not used.

**Example:** New hire is granted 44 hours of vacation at time of hire. He/she accrues 7.33 hours of vacation per month. During month 2 he/she uses all 44 hours of vacation and resigns after 4 months on the job. The City would deduct 14.66 hours from the employee's final pay check because only 4 months of vacation accrual has been earned at the time of the employee's resignation.

**Section 4 Accrual Limitations.** Accumulation of vacation time off with pay is limited to two times the annual accrual amount. The City shall notify an employee thirty (30) days in advance of impending loss of accrued vacation time. The employee and supervisor will immediately discuss when the employee can take time off so as to avoid any loss of vacation time. If the City is unable to release the employee within the thirty day period to take vacation time off, the vacation time which exceeds the accrual maximum will, by mutual agreement between the supervisor and the employee, either be cashed out or the employee will be allowed to carry it forward until employee can take time off.

**Section 5. Scheduling.** Employees shall be permitted to request vacation on either a split or an entire basis. Vacation times shall be scheduled by the City based on the head of the department's judgment as to the needs of efficient operations and the availability of vacation relief. Vacation times shall be selected on the basis of seniority; provided, however, such employee will be permitted to exercise his/her right of seniority only once annually. The vacation schedule shall be posted annually as of December 1st, and employees shall exercise their choice by bidding in seniority. The list shall be closed as of December 31, and subsequent changes shall be made only by mutual consent of the parties. Scheduling of vacation periods to the extent consistent with operating requirements of the City and vacation credits of the employee, shall be in weekly units except by mutual consent of the parties.

**Section 6. Payment on Termination.** In the event of the death or termination of an employee during the initial twelve (12) months of his/her employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for twelve (12) months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

**ARTICLE VII**  
**HOURS OF WORK AND OVERTIME**

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

**Section 1. Hours of Work.** To the extent consistent with operating requirements of the City, eight (8) hours shall constitute a regular day's work, and five (5) consecutive days, beginning Monday and terminating Friday, shall constitute a **regular week work**. However, **AFN employees may be scheduled by the City for a work week beginning on Tuesday and terminating on Saturday.**

**Section 2. Work Schedules.** All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employee's shifts, workdays and hours shall be posted on department bulletin boards. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) days prior to the effective date of the change.

- a. The normal hours of work for electric personnel (other than connect/disconnect and AFN personnel) will be between 7:00 a.m. and 3:30 p.m. with lunch break. With notice of at least thirty days, management can shift normal work hours within 1 hour either direction.
- b. By mutual agreement between the City and Union, a schedule of ten hour days, four days per week, may be adopted. Either **party** may withdraw agreement to that schedule, in which case a five day schedule will be reestablished.

**Section 3. Rest Periods.** A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties.

**Section 4. Meal Periods.** To the extent consistent with operating requirements of the respective departments, a one-half (1/2) hour meal period shall be scheduled in the middle of the work shift which shall not be paid.

**Section 5. Overtime Rates.** All work performed outside of regularly scheduled hours or days as set forth in this Article shall be compensated at the rate of two (2) times the regular rate of pay.

**Section 6. Customer Response Shift (CRS).** Line Installers: CRS shall run 7 days a week Tuesday to Tuesday. Journeyman Line Installers will be assigned to the shift on a rotating basis and they may exchange or forgive a shift or part of a shift to another Journeyman. Any adjustments to the schedule are the responsibility of the employee assigned to cover the schedule. When forgiving a shift, the current overtime list should be considered. Each Journeyman assigned to the shift shall receive 1.5 hours of straight time pay for each day, Monday, Tuesday, Wednesday and Thursday, 2 hours of straight time pay on Friday and 4 hours of straight time pay for each day Saturday, Sunday and holidays. (Total of 16 hours of straight time for a normal week).

Telecommunication Technicians: CRS shall run from end of shift on Friday to beginning of shift on Monday, plus Holidays. Each Technician assigned to the shift shall be compensated one (1) hours

straight time pay on Friday, two and a half (2.5) hours straight time pay for each day Saturday and Sunday, and four (4) hours straight time on Holidays. (Total of six (6) hours for a normal week).

If however, the City elects to initiate stand-by at 20% rate of pay, the CRS person shall receive the 20% stand-by rate for each day it is in place in lieu of CRS pay. Overtime rates, including call out, will be in addition to this day rate.

Employees on the Customer Response Shift will be provided with a communications device and a City vehicle; Telecommunications employees will be provided only a communication device. Employees on the CRS shall be paid from the time of a call out to the time they return home. Employees shall respond to calls as promptly as possible and are expected to be on site within 45 minutes of call out including "get ready" and travel time.

With, management approval, employees may convert their CRS pay to comp time up to the applicable annual cap.

## **ARTICLE VIII** **SICK LEAVE**

**Section 1. Accumulation.** New employees will be credited with six (6) months accrued sick leave upon hire for their immediate use. Upon completion of six months, sick leave shall be earned for the purposes stated herein by each eligible employee at the rate of eight (8) hours for each full calendar month of service. Sick leave may be accumulated to a total of nine hundred sixty (960) hours and must be taken for the purposes specified in Section 2 hereof as a condition precedent to any sick leave payment. Sick leave shall not continue to accrue during authorized sick leave or disability leave in excess of ninety (90) calendar days.

**Section 2. Utilization for Illness or Injury.** Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury or for the illness or injury of a qualifying family member under applicable state or federal family medical leave laws. In such an event, the employee shall notify the department head or other supervisor of absence due to illness or injury, and the nature and expected length thereof, as soon as possible prior to the beginning of his/her scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. A physician's statement of the nature and identity of the illness (unless prohibited by ORS 653.625 section (3)(a)), the need for the employee's absence and the estimated duration of the absence, may be required at the option of the City for absences over three (3) consecutive work days prior to payment of any sick leave benefits or prior to allowing the employee to return to work.

**Section 3. Integration with Worker's Compensation.** When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's regular pay. In such instances, no charges will be made against accrued sick leave for the first ninety (90) calendar days.

**Section 4. Sick Leave Without Pay.** Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability, and before returning to work.

**Section 5. Termination.** Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon his/her death or termination of employment, for whatever reason, except as provided below and in Article XVI Section 3. Sick leave shall not accrue during any period of leave without pay.

Beginning July 1, 2020 - Upon retirement, employees covered by this agreement shall receive a percentage of their unused sick leave balance credited to their individual HRA/VEBA account. Credit will be paid at the employee’s wage rate at retirement in accordance with the following schedule.

Un-used Sick Leave Hours	Percentage of Credit
<b>100-399</b>	<b>25%</b>
400-599	<b>35%</b>
600-960	<b>45%</b>

Employees must provide, to the City, six (6) months written notice of their intent to retire to be eligible for this benefit.

No compensation for unused accrued sick leave shall be provided if an employee is terminated for any other reason.

**Section 6. Compensation For Not Using Sick Leave.** Employees **within the bargaining unit** may elect to receive 1/3 of their unused sick leave accrual (maximum of 32 hours) as cash on their first paycheck in April. To be eligible for cash payout under this provision, employees must retain a minimum balance of 100 hours after the sick leave hours are cashed out. If cash payment is not elected, the unused portion of sick leave will be added to employee’s cumulative sick leave balance.

**Employees who use 40 hours of sick leave or less in a calendar year regardless of their cumulative sick leave balance may elect to receive the full cash out as stated in 8.6 above in compliance with Senate Bill 454 which requires all employers to allow employees up to 40 hours of protected sick leave each year.**

**Employees who use more than 40 hours of sick leave in a calendar year and whose sick leave balance will drop below 100 hours after sick leave cash payout may elect to receive a cash out calculated as follows:**

**((Annual sick leave accrual minus sick leave hours used by employee) plus sick leave used by employee up to protected sick leave) multiplied by 1/3 equals balance that may be cashed out.**

**Examples of how the payment for unused sick leave will be calculated if cumulative sick leave balance drops below 100 hours after cash payout, as required by the passage of Oregon Sick Leave law:**

New Calculations of Sick Leave Cash Payout, As Changed by Oregon Sick Leave Law:	96	96	96	96
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Sick leave hours <u>used</u> by employee if cumulative sick leave balance drops below 100 hours:	100	30	10	152
All employees are entitled to use up to 40 hours without impacting their sick leave incentive.	40	40	40	40
Hours used <u>up to 40/year</u> are added back for the purpose of calculating the sick leave incentive:	$96-100 = -4 + 40 = 36 / 3 = 12$	$96-30 = 66 + 30 = 96 / 3 = 32$	$96-10 = 86 + 10 = 96 / 3 = 32$	$96-152 = -56 + 40 = -16 / 3 = -5.33$
Balance that can be cashed out (Max 32):	12	32	32	0

**Section 7. Use for Family Illness.**

The City will grant leave for OLA/FMLA qualifying reasons consistent with state and federal law.

**ARTICLE IX**  
**OTHER LEAVES OF ABSENCE**

**Section 1. Leaves of Absence Without Pay.** Leaves of absence without pay not to exceed ninety (90) days may be granted upon request by the employee where it is determined that the operation of the department and/or division will not be negatively impacted by the temporary absence of the employee and that additional expense will not result, including for a replacement. Requests for such leaves must be in writing and submitted to the Department Head 30 days prior to the requested leave date. The employee must utilize accrued vacation and compensatory time before applying for a leave of absence without pay. If the leave lasts two calendar weeks or more, the employee must pay the pro-rated premium for health insurance coverage. Any other payroll obligations of the employee will be deducted from the pay check for the next pay period or may be paid directly to the City.

**Section 2. Jury Duty.** Employees shall be granted leave with pay for service upon a jury; provided, however, that the regular pay of such an employee for the period of absence shall be reduced by the amount of money received by him/her for such jury service, and upon being excused from jury service for any day an employee shall immediately contact his/her supervisor for assignment for the remainder of his/her regular work day.

**Section 3. Appearances.** Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority, provided, however, that the regular pay for such employee shall be reduced by an amount equal to any compensation they may receive as witness fees.

**Section 4. Required Court Appearances.** Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.

**Section 5. Election Day.** Employees shall be granted two (2) hours to vote on any election day only if, due to scheduling of work, they would not otherwise be able to vote.

**Section 6. Union Business.** Employees elected or appointed to any legitimate full-time paid Union office which takes them from their employment with the City, shall, upon written request of the Union and the employee be granted a leave of absence of up to one (1) year without pay, renewable upon application. Employees selected by the Union to attend conventions and related Union activities, shall, upon written request of the Union and the employees, be granted a leave of

absence of up to thirty (30) days without pay.

**Section 7. Educational Leave.** After completing one (1) year of continuous service, an employee, upon written request, may be granted a leave of absence without pay by the City for the purpose of upgrading his/her professional ability through enrollment in educational courses directly related to employment at an accredited school or course of study. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approval by the department head. One (1) year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. His/her replacement shall be considered a temporary employee. Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conference seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered by the employee's department head.

**Section 8. Military Leave.** Military leave shall be granted in accordance with ORS 408.290.

**Section 9. Funeral Leave.** "In addition to regular sick leave, an employee may be granted three (3) days funeral leave with regular pay in the event of death in the immediate family of the employee. An employee's immediate family shall include spouse, parent, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step child, step parent, adopted child, grandparents and grandparents-in-law. The employee will be paid his or her regular hourly rate for any such days of excused absence which occur only during his or her assigned workweek. No pay shall be granted if the employee does not attend the funeral. An additional two (2) days leave may granted if the funeral is over 450 miles from Ashland, one way 900 "round trip". The City will grant additional bereavement leave consistent with state and federal laws. (OFLA/FMLA).

**Section 10. Failure to Return From Leave.** Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and his/her position shall be declared vacated; except and unless the employee, prior to the expiration of his/her leave of absence, has furnished evidence that he/she is unable to work by reason of sickness, physical disability or other legitimate reason beyond his/her control.

## **ARTICLE X** **COMPENSATION**

**Section 1. Pay Schedule.** Employees shall be compensated in accordance with the pay schedule attached to this Agreement and marked "Appendix B" which is hereby incorporated into and made a part of this Agreement. When any position not listed on the pay schedule is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified and the pay rate established by the City shall be considered tentative until the Union has been afforded the opportunity to meet and discuss the matter. If the Union does not agree that the classification or pay rate is proper, the Union may submit the issue as a grievance according the grievance procedure.

The pay schedule in "Appendix B" shall reflect the following increases:

- Effective retro to **7/1/2020**, there will be a **5% spot increase applied to the line installer**

**rate.** The rate for Meter Relay Tech will be at **109%** of Line Installers rate. Lead Working Lineman rate will be at **111%** of Line Installers rate. General Foreman-rate will be at **114%** of Line Installers rate. **Electrician and Electric Meter Repairer rates will be at 100% of Line Installer rate.**

- Effective **1/1/2021**, the wage schedule will be adjusted by **1.5%** for all positions in the bargaining unit.
- Effective **7/1/2021**, there will be a **1.0% spot increase applied to the Line Installer rate. In addition**, the wage schedule will be adjusted by **2.5%** for all positions in the bargaining unit.

**Section 2. Overtime.** The City has the right to assign overtime work as required in a manner most advantageous to the City, and consistent with the requirements of municipal service and the public interest. Employees shall be compensated at the rate of two (2) times the regular rate for overtime work outside of the regularly scheduled workweek or work day, but in no event shall such compensation be received twice for the same hours. All overtime shall be recorded by the employee and must be approved by the department head or supervisor. Scheduled overtime, time annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift, shall be considered overtime and shall not be considered call-back time.

**Section 3. Call-back Time.** Employees called back to work shall receive overtime pay with a guaranteed minimum of two (2) hours at double time for the work for which they are called back. More than one call-back is permissible within the call-back period. Employees required to work over the initial call-back period, where more than one call-back is handled, will be paid at the overtime rate to nearest one-half (1/2) hour.

- a. Employees called for duty less than four (4) hours before the beginning of their regular work day shall be paid at the established overtime rate from the time they are called until the beginning of their regular work day. Regular working hours following shall be at the straight time rate.

**Section 4. Rest Time.** Employees are eligible for rest time only when working four (4) or more hours between regularly scheduled work shifts. On the day before the employee's regular shift, the eligibility window begins at the employee's regular shift ending time.

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

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

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

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

If the employee elects to take the rest time at the end of the shift, their work shift will start at the regular time and the employee will work at the straight time rate until rest time is due. Any hours worked when rest time is due, the employee shall receive straight time for the hours worked in addition to rest time at the straight time rate.

**Section 5. Pay Periods.** Employees shall be paid every other Friday. Pay periods shall be for 14 days beginning at 12:01 a.m. on Saturday, and ending on the 14th day (Friday) at 12:00 p.m. Pay days shall be on the Friday following the close of each pay period.

**Section 6. Standby Pay.** Electric Department employees and Telecommunication Technicians will be paid at the rate of twenty percent (20%) of the employee's straight time rate of pay to be work ready.

In addition to standby pay, employees shall receive the applicable overtime rate of pay for all time worked when called in from standby. The number of hours in a standby period will be predetermined and the employee so advised in advance of standby duty. The City may maintain a call list, which shall not in itself entitle an employee to standby pay.

With, Management approval, employees may convert their standby pay to comp time up to the applicable annual cap.

**Section 7. Mileage.** An employee required to report for special duty or assignment at any location other than his/her permanent reporting location and who is required to use his/her personal automobile for transportation to such location shall be compensated at the mileage rate established annually by the IRS per mile for the use of such automobile directly in the line of duty.

**Section 8. Travel Expense.** When employees attend out of town training programs or conferences, reimbursement for travel and meal expense will be in accordance with City policy.

**Section 9. Meals During Extra Work Periods.**

- a. **Emergency Overtime and Call-out.** Breakfast and lunch shall be provided at reasonable City expense when employees are called out on emergency overtime before regular work hours and did not have time to eat breakfast and prepare a lunch. Employees not released from a call out prior to six (6:00) a.m. shall be considered as not having time to eat breakfast and/or prepare lunch. Meals shall be provided by the City during normal meal times if an employee is called out to work after hours, on Saturday, Sunday and holidays and employee is required to work four (4) hours or more. Meals will be reimbursed to employee at \$15.00 per occurrence and submitted to payroll by marking the appropriate box on timesheet.
- b. **Work Beyond Regular Work Shift.** Employees required to work two (2) hours or more beyond their regular work hours shall be provided a meal at City expense. If work continues after the meal has been provided, employees shall be entitled to meals at four (4) hour intervals thereafter.

- c. **Prearranged Work Shift.** When an employee is notified by the end of the preceding regular work shift and is required to report to work less than two (2) hours before regular work hours, the employee shall not be provided a breakfast or lunch. If an employee is required to report for work two (2) or more hours before regular work hours the City will provide breakfast, and the employee will be responsible for lunch.
- d. **Regular Work Hours.** Regular work hours are the hours that the employee normally works during the week, which may include Saturday, Sunday and holidays, as outlined in Article 7, Section 1 of this Agreement.

**Section 10. Compensatory Time.** Overtime for hours actually worked (excluding standby time) may be paid in the form of compensatory time off at the applicable rate subject to the approval of the department head or designated supervisor. The employee may request compensatory time off by submitting a request in writing at least 48 hours in advance of the requested time. **No employee shall receive more than eighty (80) hours of compensatory time in an annual period. Compensatory time shall be accrued on an annual basis from December 1 to November 30. Any accrued but unused compensatory time in excess of forty (40) hours as of November 30 is to be compensated as pay of the first pay period in December.**

## **ARTICLE XI** **DISCIPLINE AND DISCHARGE**

**Section 1. Discipline.** Disciplinary action may include the following:

- a. Written reprimand
- b. Demotion
- c. Suspension
- d. Discharge

Disciplinary action may be imposed upon any employee for failing to fulfill his/her responsibilities as an employee. Conduct reflecting discredit upon the City or Department, or which is a direct hindrance to the effective performance of City functions shall be considered good cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, the willful giving of false or confidential information, the withholding of information with intent to deceive when making application for employment, willful violation of departmental rules or for political activities forbidden by State law. Any disciplinary action imposed upon an employee shall be protested only as a grievance through the regular grievance procedure.

**Section 2. Discharge.** An employee having less than six (6) months of continuous service shall serve at the pleasure of the City. An employee having continuous service in excess of six (6) months shall be discharged only for cause. If the department head or other supervisor determines that there is cause for discharge, he/she shall suspend the employee without pay for five (5) calendar days and shall deliver to the employee and the Union a written notice of such suspension and pending dismissal. Such notice shall specify the principal grounds for such action. Unless otherwise resolved, the dismissal shall become effective at the end of the five (5) day suspension. Protest of the discharge of any employee shall be made only through the grievance procedure set forth in Article XII. The Union may process a grievance concerning suspension or discharge, or both, at Step II of the grievance procedure.

## **ARTICLE XII** **SETTLEMENT OF DISPUTES**

**Section 1. Grievance and Arbitration Procedure.** Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

**STEP I.** The affected employee shall take up the grievance or dispute with the employee's supervisor within seventy-two (72) hours of its occurrence, excluding Saturday and Sunday. The supervisor shall then attempt to adjust the matter within three (3) working days.

**STEP II.** If the grievance has not been settled between the affected employee and the supervisor, it may be presented in writing by the Union to the Director of Electric Utilities within seventy-two (72) hours, excluding Saturday and Sunday, after the response specified in Step I is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The Director of Electric Utilities shall respond to the Union representative in writing within five (5) working days after receipt thereof.

**STEP III.** If the grievance still remains unadjusted, it may be presented by the Union to the City Administrator of the City or his/her designee(s), within seven (7) days after the response specified in Step II is due. The City Administrator or his/her designee(s) shall respond in writing to the Union within five (5) working days.

**STEP IV.** If the grievance is still unsettled, either party may, within ten (10) days after the reply of the City Administrator is due, by written notice to the other, request arbitration of the dispute under Section V herein.

**STEP V.** If the grievance is still unsettled, either party may, within ten (10) days of the decision of the City Administrator or his/her designee(s) under Step IV have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the American

Arbitration Association or other mutually agreed organization shall be requested to submit a list of five names. Both the City and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one and the process shall be repeated and the remaining person shall be the arbitrator. The City and the Union shall meet in a pre-hearing conference and shall prepare a submission agreement regarding the specific issues in dispute. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the Agreement, but shall be limited to consideration of the particular issue(s) presented to him or her. His/her decision shall be based solely upon his/her interpretation of the meaning and application of the express language of the Agreement. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided

it pays for the record. If the other party desires a copy both parties shall jointly share the cost of the transcript and all copies.

If any grievance is not presented or forwarded by the employee or Union within the time limits specified above, such grievance shall be deemed waived. If any grievance is not answered by the City within the time limits specified above, such grievance shall be deemed granted.

**Section 2. Stewards.** The Union may select an employee who shall be known as the steward. The name of the employee selected as steward, and the names of local Union representatives who may represent employees, shall be certified in writing to the City by the Union. Duties required by the Union of a steward, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Section 1 hereof, shall not interfere with this or other employees' regular work assignments as employees of the City. Contacts between the steward and employees or the Union shall be made outside of working hours so as not to disrupt regular City operations.

## **ARTICLE XIII** **SENIORITY**

**Section 1. Seniority.** Seniority shall be an employee's length of continuous service with the bargaining unit dating from his/her last date of hire, and shall apply by job classification in matter of layoff, recall and vacation. In the event of a layoff, such employee may exercise his/her seniority in a lower job classification within the Department. Recall from layoff shall be in the reverse order of seniority. The City reserves the right to lay off out of the order of seniority if, in the City's judgment, retention of special job skills is required. Seniority shall continue to accrue during (1) authorized sick leave or disability leave up to ninety (90) calendar days; (2) vacation leave; (3) authorized compensatory time off; (4) educational leave required by the City; (5) military leave as specified in Article IX, Section 8; (6) funeral leave; (7) jury duty; and (8) promotion to a supervisory position outside of the bargaining unit for two (2) years.

**Section 2. Suspension of Seniority.** Seniority shall be retained, but shall not continue to accrue during (1) authorized sick leave or disability leave in excess of ninety (90) calendar days; (2) educational leave requested by the employee; (3) military leave for disciplinary reasons; (4) election to a fulltime paid Union office up to one (1) year, renewable upon application; and (5) other authorized leaves of absence of up to ninety (90) calendar days.

**Section 3. Termination of Seniority.** Seniority and the employment relationship shall be broken or terminated if an employee (1) quits; (2) is discharged for just cause; (3) is absent from work for three (3) consecutive working days without notification to the City; (4) is laid off and fails to report to work within three (3) days after being recalled; (5) is laid off from work for any reason for twenty-four (24) months or for a period of time equal to his/her seniority, whichever is shorter; (6) fails to report for work at the termination of a leave of absence; (7) if while on a leave of absence for personal health reasons, accepts other employment without permission; or (8) if he or she is retired.

**Section 4. Probationary Period.** The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work training, aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance

fails to meet required work standards. Every new employee hired into the bargaining unit shall serve a probationary period of six (6) full months after which they shall be considered a regular employee and granted seniority to the last date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training in other classifications, and assignment to educational courses and training programs, the requirement that such employees attend training programs on their off-duty time for which they will be compensated on a straight-time basis by the granting of compensatory time off. Termination of a probationary employee shall not be subject to the grievance procedure under Article XII.

**Section 5. Promotional Probationary Period.** Regular employees promoted into a higher classification shall serve a promotional probationary of six (6) full months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to highest previous position. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under Article XII. It is the intent of this Agreement that promotional opportunities shall first be extended to employees **within each department.** **Provided** such employees are qualified to perform the work in question. To this end, promotional opportunities shall be posted for ten (10) working days before the job is filled by a new employee. The City shall be under no obligation to train an employee to become qualified, but shall give preference to present employees who are qualified and apply for such job opening. The City shall be the judge of an employee's qualifications and ability. In the event two or more applicants for a job opening are equally qualified, seniority shall prevail.

**Section 6. Layoff and Recall.** Recall from layoff exceeding five (5) work days shall be by certified letter sent to the employee at his/her last known address furnished to the City by the employee. The City may use any other means to return an employee sooner.

## **ARTICLE XIV** **GENERAL PROVISIONS**

**Section 1. No Discrimination.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race creed, color, sex, age or national origin. The Union shall share equally with the City the responsibility for applying the provisions of this section. All reference to employees in this Agreement designates both sexes, and whenever the male gender is used it shall be construed to include the male and female employees. Employees shall have the right to form, join, and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or the Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent themselves in individual personal matters.

**Section 2. Bulletin Boards.** The City agrees to furnish and maintain a suitable bulletin board in a convenient place in the work of assembly area to be used by the Union. The Union shall limit its postings of Union notices and bulletins of such bulletin board, which shall be used only for the following Union notices and bulletins:

- a. Recreational and social affairs of the Union
- b. Union meetings

- c. Union elections
- d. Reports of Union committees
- e. Rulings or policies of the International Union

**Section 3. Visits by Union Representatives.** The City agrees that accredited representatives of the International Brotherhood of Electrical Workers, Local Union 659, upon reasonable and proper introduction, may have reasonable access to the premises of the City at any time during working hours for the purpose of assisting in the administration of this Agreement, if they first obtain permission to do so from the Director of Electrical Utilities or his/her designated representative.

**Section 4. Solicitation.** The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

**Section 5. Existing Conditions.** Only such existing and future working rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union and execution of this Agreement. It is further agreed that if modification of work rules or benefits covered by a specific provision of this Agreement is proposed any such modification shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days prior to implementation.

**Section 6. Other Employment.** Outside employment shall be permitted only with the express prior written approval of the City which may at any time, upon reasonable grounds, revoke permission to hold such outside employment. The general principles to be followed by the City in permitting or restricting such outside employment shall be:

- a. The need for mentally and physically alert electric utility employees.
- b. Insulating employees from potential conflict of interest situations.
- c. Maintaining efficiency unimpaired by other employment, recognizing the nature of the job requiring electric utility employees to be available for emergency duty twenty-four (24) hours a day.

**Section 7. Supervisory Employees.** It is understood that supervisory employees not covered under this Agreement shall not perform work within the jurisdiction of the Union except in the case of an emergency, such as a customer outage when life or property is endangered, and the complementary of regular employees is temporarily reduced by reason of absence of any employee due to illness or other legitimate reasons, or where the work load is temporarily increased, or for purposes of instruction or training.

**Section 8. Uniforms. Protective Clothing and Devices.** If an employee is required to wear a uniform, protective clothing or use any type of protective device, such article shall be provided, maintained and cleaned by the City. Replacements shall be provided by the City upon surrender of the article, at no cost to the employee, reasonable wear excepted. Employees may receive reimbursement of up to \$600 per contract (3 years) toward the cost of the purchase or repair of protective footwear, such as steel-toe boots. Lost articles or damage to articles due to negligence shall be reimbursed to the City by the employee. The City shall provide a safe place for the storage of such articles. Failure of an employee to wear such required uniform, protective clothing or boots, or use such protective device as prescribed by the City shall be cause for disciplinary action as set forth in Article XI hereof.

**Section 9. Response Time Requirement.** All new regular employees shall establish their residence within twelve months employment, to within thirty (30) miles of the Service Center (90 N Mountain Avenue). The response time radius of thirty (30) miles is for the purpose of enabling a prompt response when called for emergency duty.

**ARTICLE XV**  
**CLASSIFICATIONS - WORK RULES - SAFETY**

**Section 1 Classifications and Descriptions.** The general classifications of labor which shall be recognized throughout this Agreement, shall be those set forth in "Appendix A". Other classifications may be added as the need arises by mutual agreement between the parties.

**Section 2. Work Rules.** The following work rules shall apply to the general classifications listed below:

- a. On jobs having a Lead Working Line Installer, workers are not to take orders, directions, or accept the layout of any job from anyone, except such Lead Working Line Installer. If such Lead Working Line Installer is required to be absent from the job for an extended period of time, a replacement shall be designated by the City.
- b. All work on transformers in the field (except testing) shall be done by Line Installers. Shop repairs on transformers may be done by other qualified personnel.
- c. Switching of circuits outside substations shall be done by Line Installers. Switching of circuits inside substations shall be done by Meter Relay Technician or Line Installers.
- d. Installation and maintenance of all direct burial underground electrical circuits, both primary and secondary, and of outdoor pad mounted transformers used in this type of installation, shall be done by regular line crews.
- e. All framing and erecting of poles or towers and stringing of wire, shall be done by Line Installers, assisted by Ground persons and Line Truck Operators when required.
- f. Stubbing of poles may be done by Ground persons, under the supervision of a Line Installer.
- g. Employees, while working on transmission line structures or other towers at a height of seventy-five (75) feet or more above ground or its equivalent, such as a building roof, shall receive one (1) hour's additional pay at regular straight time for each hour worked at such height. This shall not apply to the erection of new steel towers or to the original installation of hardware and conductor on transmission lines prior to energization.
- h. Employees relieved from duty because of weather conditions shall be paid until returned to headquarters. If an employee does not return to headquarters, they shall be paid only for time worked. If employees report for work on a regular shift and it is mutually agreed between the supervisor and the crew Lead Working Line Installer that weather conditions are such that they cannot work, they shall be paid for one (1) hour at the straight time rate. When such is deemed to be in the public interest, crews may be requested to work

regardless of weather conditions. Time not worked because of adverse weather conditions shall not affect vacation or sick leave accrual.

- i. Apprentices shall be indentured under the Oregon State Law and Plan of Apprenticeship to learn the trade under the direct supervision of a line installer. An apprentice shall be given the opportunity upon the successful completion of three (3) years' experience to qualify themselves as a line installer by written examination. Upon so qualifying, he/she shall be reclassified to line installer status.

**Section 3. Safety Rules.** Electrical Workers Safety Rules as promulgated by the Oregon State Workmen's Compensation Board, and as amended from time to time, are hereby adopted and incorporated as a part of this Agreement as is fully set forth herein, and routine safety meetings shall be continued.

- a. When working on live lines over 750 volts phase to phase, it shall be the practice to have a Line Installer assisting each Line Installer on such lines.
- b. No worker shall be required to work on energized lines exceeding 5,000 volts unless it is done by qualified Line Installers using approved tools of the "hot stick" variety.
- c. In the interest of safety and in order to insure continuity of electric service, the employee shall promptly report any unsafe conditions noted in connection with the City's facilities.

## **ARTICLE XVI** **HEALTH, WELFARE AND RETIREMENT**

**Section 1. Health and Welfare.** The City and employees agree on the following cost-share arrangement for health benefits:

The current 95/5 cost-share will remain in effect until January 1, 2021.  
Beginning January 1, 2021 – Employees agree to pay 7.5%, and the City will pay 92.5%.  
Beginning July 1, 2021 – Employees agree to pay 10%, and the City will pay 90% of the premium for employee and/or family coverage for the following health and welfare plans. The employee agrees to pay their portion of the premium through regular payroll deductions. The parties recognize this agreement is to provide the insurance plans.

**Section 2.** The Employee Health Benefits Advisory Committee shall be repurposed as a Labor Management Committee and shall include (1) representative of the IBEW Electrical Union. The Committee shall meet at least once per year for the purpose of discussing City wide issues including health insurance benefits along with other items.

The City agrees to continue providing the following additional fringe benefits:

- (a) Life Insurance - employee (\$20,000 with AD&D) and dependent coverage (\$1,000).
- (b) Long Term Disability Insurance - employee only.
- (c) City paid reimbursement for physical fitness as described in the City of Ashland Wellness Program.

In the event that any of these programs change or are updated, the City agrees to provide the IBEW

written notice of the change with as much advance notice as possible, and an opportunity to negotiate the impact of the change.

### **Section 3. Retirement.**

- a) The City agrees to maintain its existing Retirement Plan, subject to the terms and provisions thereof, as it applies to regular employees in the bargaining unit. Upon retirement, one-half of unused sick leave will be applied to retirement as provided in ORS 238.350.
- b) **Pursuant to ORS 238A.355 the City will assume, pick-up and pay the employee contribution required by PERS for all employees covered by this Agreement at a uniform rate of 6%. Employees may also elect to make additional employee contributions to their IAP account, in the amount equal to the amount credited to the employee pension stability account, under ORS 238A.355 this additional contribution may not be paid by the City.**

**Section 4. Medical Coverage for Retirees.** Any employee hired prior to July 1, 2005, and retiring during the term of this contract with twenty (20) or more years of full-time service with the City, shall be eligible for a one time contribution into his/her HRA/VEBA account in the amount of \$3,612.00 (\$60.20/month for 5 years) to assist with healthcare costs in retirement.

**Section 5. Deferred Compensation.** The City agrees to contribute up to \$40.00 per month in matching funds per member enrolled in a City deferred compensation program (currently ICMA or ING). This program is at the option of the member and contingent upon a minimum \$15.00 per month contribution paid by the member.

**Section 6. Mercy Flights.** The City agrees to pay the premium for household membership in Mercy Flights for Air Ambulance transportation service. Employees shall have the option to upgrade his or her membership to the Combined Air and Ground Ambulance membership by paying the additional amount by payroll deduction.

**Section-7-HRA/VEBA.** The City agrees to contribute an additional 2% of salary into the Health reimbursement Arrangement/Voluntary Employee's Beneficiary Association (HRA/VEBA).

## **ARTICLE XVII** **WORKER'S COMPENSATION**

**Section 1. Worker's Compensation.** All employees will be insured under the provisions of the Oregon State Worker's Compensation Act for injuries received while at work for the City.

**Section 2. Supplementary Payment.** Compensation paid by the City for a period of sick leave also covered by Worker's Compensation shall be equal to the difference between the Worker's Compensation pay for lost time and the employee's regular pay rate.

## **ARTICLE XVIII** **LIABILITY INSURANCE**

The City shall purchase liability insurance in the maximum amounts set forth in ORS 30.270 for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premium for such insurance shall be paid by the City.

## **ARTICLE XIX** **SAVINGS CLAUSE AND FUNDING**

**Section 1. Savings Clause.** Should any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**Section 2. Funding.** The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and, in certain circumstances, by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and, where applicable, annual voter budget approval. The City has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget request or voter approval thereof.

## **ARTICLE XX** **TERMINATION & REOPENING**

This Agreement shall be effective as of the 1st day of **July, 2020** and shall remain in full force and effect until the 30th day of **June, 2022** and shall terminate all prior Agreements and practices and concludes all collective bargaining during the term of this Agreement, provided however that:

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than ninety (90) days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. Such notification shall include the substance of the modification and the language with which such desired modifications are to be expressed. In the event that such notice is given, negotiations shall begin not later than thirty (30) days after said notice. This Agreement shall remain in full force and effect during the period of negotiations.

**CITY OF ASHLAND, OREGON**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED:** Ashland City Council

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL UNION  
#659**

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

Title: Business Manager \_\_\_\_\_

Date: \_\_\_\_\_

**"APPENDIX A"**  
**CLASSIFICATIONS WITHIN BARGAINING UNIT**

General Foreman **114%**  
Lead Working Line Installer **111%**  
Meter Relay Technician **109%**  
Line Installer  
Line Installer/Service Person  
Apprentice Line Installer  
Electrician **100%**  
Line Truck Operator  
Electric Meter Repairer **100%**  
Electric Warehouse Person  
Lead Telecommunications Technician  
Telecommunications Technician  
Groundperson  
Connect - Disconnect  
Meter Reader  
Mapping Specialist  
Communications/Head-End Technician  
Tree Trimmer Foreman  
Tree Trimmer/Arborist  
Tree Trimmer

Position	Current Wage	July 1, 2020 Spot Increase	January 1, 2021		July 1, 2021 Spot Increase		July 1, 2021	
			COLA	1.50%	1.0%	COLA	2.50%	
General Foreman ( <b>114%</b> of Line Installer Rate)	\$ 52.6038	\$ 56.2203	\$ 57.0636	\$ 57.6343	\$ 59.0751			
Lead Working Line Installer ( <b>111%</b> of Line Installer)	\$ 51.1948	\$ 54.7409	\$ 55.5620	\$ 56.1176	\$ 57.5205			
Meter Relay Technician ( <b>109%</b> of Line Installer Rate)	\$ 49.7857	\$ 53.7545	\$ 54.5609	\$ 55.1065	\$ 56.4841			
Line Installer/Service Man	\$ 46.9677	\$ 49.3161	\$ 50.0558	\$ 50.5564	\$ 51.8203			
Line Installer	\$ 46.9677	\$ 49.3161	\$ 50.0558	\$ 50.5564	\$ 51.8203			
Apprentice Line Installer								
1 <sup>st</sup> 6 months (70% of Line Installer Rate)	\$ 32.8774	\$ 34.5213	\$ 35.0391	\$ 35.3895	\$ 36.2742			
2 <sup>nd</sup> 6 months (73% of Line Installer Rate)	\$ 34.2864	\$ 36.0007	\$ 36.5408	\$ 36.9062	\$ 37.8288			
3 <sup>rd</sup> 6 months (76% of Line Installer Rate)	\$ 35.6954	\$ 37.4802	\$ 38.0424	\$ 38.4229	\$ 39.3834			
4 <sup>th</sup> 6 months (80% of Line Installer Rate)	\$ 37.5741	\$ 39.4529	\$ 40.0447	\$ 40.4451	\$ 41.4562			
5 <sup>th</sup> 6 months (84% of Line Installer Rate)	\$ 39.4529	\$ 41.4255	\$ 42.0469	\$ 42.4674	\$ 43.5290			
6 <sup>th</sup> 6 months (90% of Line Installer Rate)	\$ 42.2709	\$ 44.3845	\$ 45.0502	\$ 45.5007	\$ 46.6383			
Electrician (1) ( <b>100% of Line Installer Rate</b> )	\$ 46.9677	\$ 49.3161	\$ 50.0558	\$ 50.5564	\$ 51.8203			
Electric Meter Repairer ( <b>100% of Line Installer Rate</b> )	\$ 46.9677	\$ 49.3161	\$ 50.0558	\$ 50.5564	\$ 51.8203			
Line Truck Driver	\$ 37.1523		\$ 37.7096		\$ 38.6523			
Tree Trimmer	\$ 39.5475		\$ 40.1407		\$ 41.1442			
Tree Trimmer/Arborist	\$ 42.7033		\$ 43.3438		\$ 44.4274			
Tree Trimmer Foreman	\$ 45.8590		\$ 46.5469		\$ 47.7106			
Connect-Disconnect (2)	\$ 33.6663		\$ 34.1713		\$ 35.0256			
Electric Warehouse Person	\$ 33.6663		\$ 34.1713		\$ 35.0256			
LD Telecommunications Technician ( <b>3</b> )	\$ 31.6412		\$ 32.1158		\$ 32.9187			
Groundperson, Meter Reader Connect-Disconnect:								
1 <sup>st</sup> 6 months	\$ 14.9527		\$ 15.1770		\$ 15.5564			
2 <sup>nd</sup> 6 months	\$ 19.2640		\$ 19.5530		\$ 20.0418			
3 <sup>rd</sup> 6 months	\$ 23.4914		\$ 23.8438		\$ 24.4399			
4 <sup>th</sup> 6 months	\$ 27.7221		\$ 28.1379		\$ 28.8414			
Thereafter	\$ 31.9601		\$ 32.4395		\$ 33.2505			
Telecommunications Technician: ( <b>3</b> )								
1 <sup>st</sup> 6 months	\$ 14.0986		\$ 14.3101		\$ 14.6678			
2 <sup>nd</sup> 6 months	\$ 18.1637		\$ 18.4362		\$ 18.8971			
3 <sup>rd</sup> 6 months	\$ 22.1426		\$ 22.4747		\$ 23.0366			
4 <sup>th</sup> 6 months	\$ 26.1386		\$ 26.5307		\$ 27.1939			
Thereafter	\$ 30.1345		\$ 30.5865		\$ 31.3512			
Mapping Specialist								
1 <sup>st</sup> 6 months	\$ 27.0728		\$ 27.4789		\$ 28.1659			
Next 12 months	\$ 28.6123		\$ 29.0415		\$ 29.7675			
Next 12 months	\$ 30.1690		\$ 30.6215		\$ 31.3871			
Next 12 months	\$ 31.7434		\$ 32.2196		\$ 33.0250			
Thereafter	\$ 33.3349		\$ 33.8349		\$ 34.6808			
Communications/Head-End Technician ( <b>3</b> )								
1 <sup>st</sup> 6 months	\$ 33.1936		\$ 33.6915		\$ 34.5338			
Next 12 months	\$ 34.5006		\$ 35.0181		\$ 35.8936			
Next 12 months	\$ 35.8938		\$ 36.4322		\$ 37.3430			
Thereafter	\$ 37.3212		\$ 37.8810		\$ 38.8280			

PLEASE NOTE: Hourly rates are accurate to 4 decimal places. Monthly figures are approximate, actual earnings may vary.

- (1) To be increased by the following percentage when at the City's request the employee obtains a Supervisory Electricians License (2.5%) and/or Electrical Inspectors License (2.5%).
- (2) Connect-Disconnect to be increased by 5% for duties primarily centered around hand-held computer meter reading devices.
- (3) Telecommunication Technicians trained in fiber splicing shall receive a 5% increase when performing work involving splicing of Fiber Optics, minimum time for upgrade will be four (4) hours.

## **Overview of contract changes for IBEW Electric Union**

1. Term of agreement- July 1, 2020 – June 30, 2022
2. Union Security & Check-Off
  - i. Update language regarding the interaction between the City and Union considering the “Janis” Supreme Court decision
3. Update to language regarding holidays by executive order
4. Update how leave time can be used and accrued
5. Clarify work week scheduling and remove inconsistent terms
6. Update sick leave accrual
7. Sick leave at retirement
8. Update sick leave payout language to align with ORS
9. Allow for telecom techs to receive temporary pay increase when splicing fiber
10. Update minimum call out time for after hours connects
11. Increase the maximum hours of comp time
12. Clarify language regarding seniority and promotions
13. Health benefits changes in cost share and EHBAC committee mission
14. Update language regarding retirement benefits to reflect changes in ORS
15. Wage increases for the two fiscal years