

**AGREEMENT BETWEEN**

**THE CITY OF ASHLAND, OREGON**

**and**

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

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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, 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 the Electric Department 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.** All employees covered by this Agreement shall, as a condition of employment, commencing thirty (30) days after hiring or transfer into the Bargaining Unit, (1) become a member of the Union and maintain his/her membership in the Union in accordance with its Constitution and Bylaws, (2) in the alternative, an employee must tender a registration fee to the Union in such an amount as the Union may prescribe (but in no event to exceed the initiation fee required of Union members), and shall tender, monthly an agency fee as established by the Union in an amount not to exceed the amount of the monthly dues and per capita fees required of "BA" members in his/her base wage rate.

Any employee who is or who becomes a member of the Union shall, as a condition of employment, maintain his/her membership in the Union in accordance with its Constitution and Bylaws.

Upon written request from the Union, the Company shall, within twenty-one (21) calendar days, terminate the employment of any employee who fails to comply with the requirements of this Article.

**Section 2. Check-Off.** The City will, during the term of this Agreement, deduct and remit monthly to the Financial Secretary of the Union the normal and usual dues uniformly required of its members or agency fees of any other employee as provided for in Section 1 as shall voluntarily authorize the City to do so. Such written authorization must be in lawful, mutually acceptable form and shall be forwarded to the City through the Business Manager of the Union.

The Financial Secretary of the Union will keep the City currently advised of the monthly dues and agency fee to be deducted from the wages of each employee who shall have filed the required deduction authorization with the Union and the City.

An employee may revoke his/her deduction authorization by written notice directed to the City and the Union by registered mail. Such revocation will be effective in the payroll month following receipt of the notice.

**Section 3. 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)

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.** An employee shall be eligible to take accrued vacation leave with pay after one (1) full year of continuous service. Vacation leave shall accrue on a monthly basis in accordance with the following schedule:

**Section 1.1** Employees with less than four (4) full years of continuous service shall accrue 7.33 hours of vacation leave for each calendar month of service (eleven (11) working days annualized).

**Section 1.2** Employees with more than four (4), but less than fourteen (14) full years of continuous service shall accrue 10.67 hours of vacation leave for each calendar month of service (sixteen (16) working days annualized).

**Section 1.3** Employees with more than fourteen (14), but less than twentyfour (24) full years of continuous service, shall accrue fourteen (14) hours of vacation leave for each calendar month of service (twenty-one (21) working days annualized).

**Section 1.4** Employees with more than twenty-four (24) full years of continuous service shall accrue 17.33 hours of vacation leave for each calendar month of service (twenty-six (26) working days annualized).

**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.** Each year, an employee may use accrued vacation time to take time off, for additional pay during December, or to carry forward to the next year. The following rules apply:

**Section 3.1** After the first year of employment, an employee can use vacation for time off as soon as the vacation time has been earned.

**Section 3.2** The employee must use at least 75% of his/her annual vacation accrual for time off. Example: an employee who earns 16 vacation days per year (10.67 hours per month) must take at least twelve (12) days of vacation time off during the year.

**Section 3.3** 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 3.4** Vacation time that is not used for time off or cashed out will carry forward to the next year.

**Section 3.5** An employee cannot accumulate at any time more vacation time than one and one-half times his/her annual vacation accrual. Example: an employee who earns 16 vacation days per year (10.67 hours per month) may accumulate up to twenty four (24) days of vacation.

**Section 3.6** If an employee has the maximum amount of vacation accumulated, no more vacation time is earned until the employee has used or cashed out some of the accumulated vacation time.

**Section 4. Accrual Limitations.** 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 that 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 the employee can take the time off.

**Section 5. Accrual Limitations.** Vacation leave must be taken by the employee within twelve (12) months following the date of eligibility, or such vacation shall be deemed forfeited. An employee who is about to lose vacation leave because of accrual limitations may, by notifying his/her supervisor fifteen (15) days in advance, absent himself/herself to prevent loss of vacation leave. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. The City shall notify an employee thirty (30) days in advance of impending loss of accrued vacation time. No payment shall be made for vacation leave lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

**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, normally beginning Monday and terminating Friday, shall constitute a week's work. However, an employee may be scheduled by the City for a workweek other than Monday through Friday, which shall become his/her regular workweek.

**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. During times that daylight savings time is in effect, the normal hours of work for electric personnel (other than connect/disconnect, meter reader and AFN personnel) will be between 7:00 a.m. and 3:30 p.m. with lunch break.

b. By mutual agreement between the City and Union, a schedule of ten hour days, four days per week, may be adopted. Either the City or Association 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.

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

**Section 1. Accumulation.** 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 seven hundred twenty (720) 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. In such 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, 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 of over two (2) days prior to payment of any sick leave benefits or prior to allowing the employee to return to work. A physician's statement may be required as a prerequisite to payment of sick leave for less than three (3) days if the employee has been advised in advance of such requirement.

**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. Sick leave shall not accrue during any period of leave without pay.

**Section 6. Compensation For Not Using Sick Leave.** Employees who accumulate 720 hours of sick leave and who thereafter use 16 or less hours of sick leave in a calendar year may be rewarded for not using sick leave. Such employees may be paid at their December 31st hourly rate for 25% of the unused sick leave hours over 720 accumulated as of January 1st.

**Section 7. Use for Family Illness.** An employee may use up to twenty four (24) hours per calendar year, of their paid sick leave for the employee to attend to an ill or injured family member. Family members are as defined in the Oregon Family Leave Act. An employee may request additional use of sick leave in the event of an unforeseen medical emergency requiring immediate hospitalization or use of emergency medical services for a spouse or children. The Electric Utility Director will determine whether additional sick leave can be used.

## **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 750 miles from Ashland, one way”.

**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.

**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. However, employees called back to work to make connects or disconnects shall receive overtime pay with a guaranteed minimum of one (1) hour 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 four (4) hours or more before the beginning of their regular work day shall be paid at the regular overtime rate from the time they are called until relieved. If such an employee has worked a minimum of four (4) hours and has had less than four (4) hours rest after he/she was relieved, he/she shall receive the regular overtime rate of double time for all hours worked during his/her normal work day. Employees shall not be required to take time off during any regular working day for the overtime worked or to be worked.

b. 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. 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 5. Standby Pay.** When employees are required to stand by for emergency services, they shall be compensated as follows:

Line installers: at the rate of twenty percent (20%) of the straight time rate of pay in effect on July 1, 2002.

Telecommunication technicians: \$130 per weekend.

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.

**Section 6. 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 7. 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 8. Meals During Extra Work Periods.**

**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 on Saturday, Sunday and holidays.

**Work Beyond Regular Work Shift.** Employees required to work one and one-half hours (1-1/2) 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. **Reasonable Amount for Meals.** The City shall promptly reimburse an employee for the actual amount of such meals, up to \$8.00 for breakfast, \$9.00 for lunch and \$19.00 for dinner.

e. **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 9. 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. The compensatory time shall be accrued on an annual basis from December 1 to November 30 with any accrued but unused time as of November 30 to be compensated as pay on the first pay period in December. No employee shall receive more than forty (40) hours of compensatory time in any annual period. Any time in excess of forty (40) hours during the annual period shall be compensated as pay.

**Section 10. AFN Foreman/Director Replacement Pay.** An employee who is assigned either as AFN foreman or to replace the Operations Superintendent for an eight (8) hour day or longer will receive an additional \$1.50 per hour.

## **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 twentyfour (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 in the bargaining unit 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 designate 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 twentyfour (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 \$100 every other year 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 enable them to report for emergency duty within thirty (30) minutes driving time of notification. All present employees who presently reside outside of this area shall become residents of the area in the event they relocate their place of residence following the effective date of this Agreement

**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:

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.

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.

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.

Installation and maintenance of all direct burial underground electrical circuits, both primary and secondary, and of outdoor padmounted transformers used in this type of installation, shall be done by regular line crews.

All framing and erecting of poles or towers and stringing of wire, shall be done by Line Installers, assisted by Groundpersons and Line Truck Operators when required.

Stubbing of poles may be done by Groundpersons, under the supervision of a Line Installer.

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.

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.

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.

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.

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.

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 agrees to pay ninety-five percent (95%) of the premium for employee and/or family coverage through the term of this agreement for the following health and welfare plans. The employee agrees to pay five percent (5%) of the premium, to be deducted from the employee's check through regular payroll deductions. The parties recognize this agreement is to provide the insurance plans. Plan benefits are subject to annual adjustments. Nothing in this agreement shall be deemed a limitation on the annual plan benefit adjustments. In the event the plan is no longer offered, then both Union and City of Ashland shall mutually agree on a new plan. Those plans and employee/family coverage levels are:

- (a) Blue Cross/Blue Shield of Oregon Plan V-A Health Insurance – employee and family coverage.

- (b) Blue Cross/Blue Shield of Oregon Dental Insurance Plan III – employee and family coverage.
- (c) Vision Services Plan - employee and family coverage.
- (d) Life Insurance - employee (\$20,000 with AD&D) and dependent coverage (\$1,000).
- (e) Long Term Disability Insurance - employee only.
- (f) City paid reimbursement for routine physical exams for employee/dependents, if such coverage is not provided by (a), above:

Age 2-18 ----- once every 3 years up to \$50.  
 Age 19-34 ----- once every 5 years up to \$140.  
 Age 35-59 ----- once every 2 years up to \$140.  
 Age 60+ ----- once every year up to \$140.

- (g) City paid reimbursement for routine well-baby care, if such coverage is not provided in (a), above, to include first in-hospital exams; six doctor's office exams the first year; three exams the second year up to \$100 each exam (includes exam, inoculations and x-ray expenses).

**Section 2. Insurance Committee** The Union and the City jointly recognize the escalating cost of Health and Welfare insurance and services. In an effort to control costs and provide the maximum benefits possible, the City will establish an employee-based benefits committee, with one member appointed by the bargaining unit. The committee will meet at the option of either the City or the Union, will review insurance options and make recommendations related to controlling costs.

**Section 3. Retirement.** 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 237.153. The City will assume or pay the employee contribution required by PERS for all employees covered by this Agreement at a uniform rate of 6%.

**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, and who is age 60 or older, shall be eligible for a monthly payment of \$60.20 towards Blue Cross MediCheck 65 insurance coverage or its equivalent. This payment shall be available to age 65 and must be requested by the employee in writing no later than 90 days following the date of retirement and no sooner than 90 days prior to the date of retirement.

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

**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<sup>1</sup>'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, 2005 and shall remain in full force and effect until the 30th day of June, 2008 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**

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

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

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

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

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

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

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

**APPROVED:** Ashland City Council

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

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

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

**"APPENDIX A"**

**CLASSIFICATIONS WITHIN BARGAINING UNIT**

Lead Working Line Installer  
Meter Relay Technician  
Line Installer  
Line Installer/Service Person  
Apprentice Line Installer  
Electrician  
Line Truck Operator  
Electric Meter Repairer  
Electric Warehouse Person  
Lead Telecommunications Technician  
Telecommunications Technician  
Groundsperson  
Connect - Disconnect  
Meter Reader  
Mapping Specialist  
Communications/Head-End Technician  
Tree Trimmer Foreman  
Tree Trimmer/Arborist  
Tree Trimmer