

AGREEMENT BETWEEN
THE CITY OF ASHLAND, OREGON

and

LOCAL UNION NO. 659
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
(CLERICAL/TECHNICAL)

Table of Contents

Scope of Agreement 1
RECOGNITION 1
UNION SECURITY AND CHECK-OFF 2
MANAGEMENT RIGHTS 3
STRIKE AND LOCKOUT PROHIBITION 3
HOLIDAYS 4
VACATIONS 5
HOURS OF WORK AND OVERTIME 6
SICK LEAVE 7
OTHER LEAVES OF ABSENCE 8
COMPENSATION 10
DISCIPLINE AND DISCHARGE 12
SETTLEMENT OF DISPUTES 13
SENIORITY 14
GENERAL PROVISIONS 16
CLASSIFICATIONS - WORK RULES - SAFETY 18
HEALTH, WELFARE AND RETIREMENT 18
WORKER'S COMPENSATION 20
LIABILITY INSURANCE 20
SAVINGS CLAUSE AND FUNDING 21
TERMINATION & REOPENING 21

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and

**LOCAL UNION NO. 659
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(CLERICAL/TECHNICAL)**

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 departments 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 Technical/Clerical Bargaining Unit of Ashland, Oregon, as set forth in "Appendix A" but excluding confidential, supervisory, 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.

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, or 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 by 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 City 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 and 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 service.
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.
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 Central 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, President or Mayor 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.

Section 3. Floating Holiday. A Floating Holiday effective July 1, 1991, which for accounting purposes will be treated in the following manner: "8" hours added to the vacation accruals on July 1, 1991, and thereafter "2/3" of one hour and one day to be added to each subsection of Section 1, Eligibility, Article VI.

ARTICLE VI VACATIONS

Section 1. Eligibility. An employee shall be eligible to take accrued vacation leave with pay after six (6) full months 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 8 hours of vacation leave for each calendar month of service (12 working days annualized).

Section 1.2 Employees with more than four (4), but less than nine (9) full years of continuous service shall accrue 9 1/3 hours of vacation leave for each calendar month of service (14 working days annualized).

Section 1.3 Employees with more than nine (9), but less than fourteen (14) full years of continuous service, shall accrue 12 hours of vacation leave for each calendar month of service (18 working days annualized).

Section 1.4 Employees with more than fourteen (14) but less than nineteen (19) full years of continuous service shall accrue 14 hours of vacation leave for each calendar month of service (21 working days annualized).

Section 1.5 Employees with more than 19 full years of continuous service shall accrue 15 1/3 hours of vacation credit for each calendar month of service (23 working days maximum).

Section 2. Continuous Service. Continuous service for the purpose of accumulating vacation leave shall be based on regular hours paid to the employee. Time spent by the employee on authorized paid leaves shall be included as continuous service. 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. Accrual Limitations.](#) An employee will be allowed to accrue vacation up to, but not to exceed an amount equivalent to two times the amount that they accrue in a calendar year. An employee who is about to lose vacation credit because of accrual limitations may, by notifying his/her supervisor 15 days in advance, request leave to prevent loss of vacation leave. If the City cannot grant leave due to staffing problems, the City may grant a temporary allowance to accrue vacation in excess of the accrual cap of this subsection. Said temporary allowance may continue for no more than 180 days. 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 4. Scheduling.](#) Vacation leave 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. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation leave taken shall not be in excess of that actually accrued at the time it is taken. Vacation leave 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. 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. Vacation periods to the extent consistent with operating requirements of the City, shall be scheduled to require the employee to take all accrued vacation credits in one continuous period.

[Section 5. Payment on Termination.](#) In the event of the death or termination of an employee during the initial six (6) 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 six (6) months, the employee shall be entitled to payment for accrued, but unpaid, 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. By mutual agreement between an employee and supervisor, an alternate 40 hour per week work schedule can

be established such as four (4) workdays of ten (10) hours.

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. This section does not prevent an agreement between an employee and supervisor to a schedule with a different starting and ending time on different days of the week or month.

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. An employee shall be compensated at the rate of time and one-half (1-1/2) times the regular rate of pay for all work performed in excess of 40 hours in a workweek. For the purposes of this paragraph, holiday hours, vacation hours and sick leave hours shall count as work performed.

Section 6. Compensatory Time. Overtime 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. All overtime shall be recorded by the employee and must be approved by the Department Head or designated supervisor in advance. The employee must designate whether he/she desires pay or compensatory time off on the time sheet reporting the overtime worked. Accrued compensatory time shall not exceed forty (40) hours at any time. Any time in excess of forty (40) hours shall be compensated as pay.

ARTICLE VIII SICK LEAVE

Section 1. Purpose. Sick leave is provided for the sole purpose of providing financial security to employees and their families. Under no circumstances shall the City grant an employee sick leave with pay for time off from City employment caused by sickness or injury resulting from employment other than with the City of Ashland.

Section 2. 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 3 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 thirty (30) calendar days.

Section 3. Utilization. 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 the 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.

The parties agree that when an employee must be away from the job because of illness in the immediate family, such time off may be granted by the department head on a day to day basis, and charged against sick leave time on an hourly basis. If the absence becomes prolonged, such time off may be charged against accumulated vacation. Employees must keep their department head informed as to their status to qualify under this provision.

Section 4. 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 thirty (30) calendar days.

Section 5. 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 6. 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.

ARTICLE IX OTHER LEAVES OF ABSENCE

Section 1. Leaves of Absence Without Pay. Leaves of absence without pay not to

exceed 90 days may be granted upon establishment of reasonable justification and 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. Requests for such leaves must be in writing and submitted to the Department Head 30 days prior to the requested leave date, unless otherwise waived.

[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 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 conferences, 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. Funeral 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 the employee's spouse, children, parents, grandparents, brother, sister, mother-in-law, father-in-law. The employee will be paid his/her regular hourly rate for any such days of excused absence which occur only during his/her assigned workweek. An additional two (2) days leave may be granted if the funeral is over 500 miles from Ashland, one way.

[Section 9. 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. Wage Schedule.](#) Employees shall be compensated in accordance with the wage 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 wage schedule is established, the City shall designate a job classification and wage rate for the position and notify the Union. If the Union does not agree that the classification or wage rate is proper, the Union may submit the issue as a grievance according to 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 time and one-half (1½) the regular rate of pay for all work performed in excess of 40 hours in a workweek, 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 one (1) hour at time and one-half (1-1/2) for the work for which

they are called back. More than one call-back is permissible within the one (1) hour 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 the 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 time and one-half (1-1/2) 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 fourteen (14) days beginning at 12:01 a.m. on Saturday, and ending on the 14th day (Friday) at 12:00 midnight. Pay days shall be on the Friday following the close of each pay period.

Section 5. 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 standard mileage reimbursement rate established annually by the IRS per mile for the use of such automobile directly in the line of duty.

Section 6. Special Project Assignments. Employees assigned to established special projects, for extended periods of time, which require substantially increased responsibilities and duties, compared to their normal assignment and job description, shall receive additional compensation. Prior to beginning the assignment the employee and his/her supervisor shall discuss the matter of additional compensation.

Section 7. Certification Pay. Certification pay of five (5%) percent as follows:

- a. The parties above must mutually approve of the program leading to certification prior to the employee entering into the program.
- b. The employee must be working in the field of the certification and the program must relate to the employee's work.

- c. Certification pay will become effective with the first of the month following the employee's satisfactory completion of the program, i.e. evidence of satisfactory completion by the institution acceptable to the parties.
- d. Upon mutual agreement of the parties an equivalency must be considered for an approved program not available locally. Short term or inadequate programs will not be considered.

ARTICLE XI DISCIPLINE AND DISCHARGE

Section 1. Discipline. No regular employee as defined in Article XII may be disciplined except for just cause. 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 just cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful violation of department rules or for political activities forbidden by State law.

Section 2. Discipline for just cause may include the following:

1. Oral reprimand
2. Written reprimand
3. Demotion
4. Suspension
5. Discharge or dismissal

Section 3. An employee may be suspended from employment, with or without pay, while charges against the employee are investigated. Such a suspension may be for no more than five (5) working days, unless mutually extended by the parties. If the charges are not cleared completely, a suspension without pay, or any part of such suspension, may be determined to be part of the discipline effective the date of suspension.

Section 4. In the event of an offense of such serious nature that immediate disciplinary action is required, the employee may be suspended immediately from employment until such charges are investigated and a decision made to continue, discipline or terminate the employee. If the employee is cleared completely of the charges, the affected employee will be immediately reinstated without loss of pay or other benefits. If the charges are not cleared completely, and discharge is the discipline imposed, the termination date will be the date of suspension.

Section 5. Any disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the regular grievance procedure. If a department

head or other supervisor has reason to discipline an employee he/she shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or in public.

Section 6. This Article shall not apply to any employee on probation as defined in Article XIII.

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 Department Head 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 appropriate Department Head 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 of the decision of the City Administrator or his/her designee(s) under Step III 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/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 employee's 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 a full-time employee's length of continuous service with the bargaining unit, dating from his/her last date of hire, and shall apply by job classification within his/her department in the matter of layoff, recall and vacation. Seniority for regular part-time employees shall be accrued based on their equivalent number of hours worked rather than on calendar months or years (for example, a regular part-time employee who started work on January 2nd and worked exactly 30 hours every week, would have nine months seniority as of the next January 2nd).

In the event of layoff, such employee may exercise his/her seniority in a lower job classification within the department provided that employee is qualified by prior training or experience to do the work of the lower job classification.

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) funeral leave; 6) jury duty; and 7) 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; or 4) other authorized leaves of absence 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/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 twelve (12) 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 the 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 period of six (6) full months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to the highest previous position. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under

Article XII.

[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.

[Section 7. Training Opportunities.](#) In order to encourage advancement within City employment, employees and their supervisors are encouraged during the evaluation process to discuss training opportunities available to the employee to update skills or develop additional skills to qualify for promotion.

[Section 8. Job Announcements.](#) The City agrees to post announcement of vacancies in full-time positions within this unit in City Hall in the employee's lunchroom and upstairs on the bulletin board in the foyer at the top of the stairs for a minimum of five (5) working days prior to the final filing date for the position.

[Section 9. Regular Employee.](#) A regular full-time employee is one hired for an indefinite tenure, not limited at time of hire by a stated term or for a specific project.

[Section 10.](#) A regular part-time employee is one whose regular workweek is twenty (20) hours or more, not limited at time of hire by a stated term or for a specific project. Regular part-time employees' cumulative work hours shall not exceed thirty (30) hours per week, except relief for a regular full-time employee who is expected to return (i.e., vacation, sick leave, etc.) or unless hours are extended by mutual agreement.

[Section 11. Regular Part-Time Employee Benefits.](#) Regular part-time employees shall accrue and be allowed vacation and sick leave with pay on a pro-rated schedule based on their hours worked using the hourly equivalent accrual rate for full-time employees, holiday pay only if the holiday occurs during their normally scheduled hours, and premiums for the employee only paid by the City for health related insurance.

[Section 12. Part-Time and Temporary Employee Compensation and Probationary Period.](#) Part-time and temporary employees in a classification covered by this Agreement shall be compensated in accordance with this Agreement.

[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 them self 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 or assembly area to be used by the Union. The Union shall limit its postings of Union notices and bulletins to 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 City Administrator 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.

[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, or when the complement 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. 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 use such protective device as prescribed by the City shall be cause for disciplinary action as set forth in Article XI hereof.

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."

Section 2. Safety Rules. The Federal regulations and the Safety Rules of the State shall be observed and copies shall be made available by the City and the Union. The rules provide the minimum standards of safety to be observed by the City and the employee.

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 (\$10,000) and dependent (\$1,000) coverage.
- (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).
- (h) \$22 per month paid to the employee toward annual insurance deductible costs. This benefit will end after the monthly payment for December 2005.
- (i). Mercy Flights' insurance for flight transport only - family coverage. If an employee desires to upgrade the insurance plan to provide for all medical transport, City agrees to administer payment of the additional premium through a payroll deduction.
- (j) Participation in an Internal Revenue Code §125 plan for pre-tax health insurance premium contributions and flexible spending account options for eligible health and dependent care 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 (1/2) of unused sick leave will be applied to retirement as provided in ORS. The City will assume or pay the employee contribution required by ORS 237.071 for all employees covered by this Agreement at a uniform rate of six percent (6%).

[Section 4. Medical Coverage for Retirees.](#) Any employee retiring after July 1, 1992, and before June 30, 2006, 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.

A joint committee of two members from the City and two members of the Union will meet and review annually the retiree medical payments during the term of the Agreement with the intent of mutual consent to improvements in that program.

[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 \$10.00 per month contribution paid by the member.

[Section 6. P.E.R.S. Initial Six Month Waiting Period.](#) If a member of the unit retires with 20 years of continuous service with the City and the employee has only one P.E.R.S. waiting period, the City shall fund the purchase of the P.E.R.S. initial six month waiting period upon retirement.

[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 wage 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, 2009 and shall terminate all prior Agreements and practices and concludes all collective bargaining during the term of this Agreement, and provided 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.

APPENDIX "A"

Building Inspector
Engineering Technician III - Assistant Surveyor
Staff Accountant/EDP
Associate Planner
Engineering Assistant
Account Representative
Programmer
Engineering Technician II
GIS Specialist

Facilities Maintenance Worker
Energy Analyst and Inspector
Assistant Planner
Computer Technician
Finance Project Coordinator
Engineering Technician I
Building Maintenance - Warehouse Worker II
Account Clerk
Administrative Secretary (Planning)
Court Clerk II
Court Clerk I
Secretary

Clerk II
Clerk I
Code Compliance Specialist

APPENDIX "B"
IBEW - CLERICAL/TECHNICAL
WAGE SCHEDULE

(Wage Schedules to be calculated and included after ratification)

Wages shall be adjusted in accordance with the following:

Effective July 1, 2005, the wage rates shall be increased by two percent (2%).

Effective January 1, 2006, the wage rates shall be increased by two percent (2%).

Effective July 1, 2006, the January 1, 2006, wage rates shall be increased a percentage amount based on the U.S. City Average CPI-W, January 2005 to January 2006 period. There shall be a minimum wage increase of 2.5% and a maximum of 4%.

Effective July 1, 2007, the July 1, 2006, wage rates shall be increased a percentage amount based on the U.S. City Average CPI-W, January 2006 to January 2007 period. There shall be a minimum wage increase of 2.5% and a maximum of 4%.

Effective July 1, 2008, the July 1, 2007, wage rates shall be increased a percentage amount based on the U.S. City Average CPI-W, January 2007 to January 2008 period. There shall be a minimum wage increase of 2.5% and a maximum of 4%.

NOTE: All rates are salary hours. Monthly rates are for information purposes only.

CITY OF ASHLAND, OREGON

By: _____

Gino Grimaldi, City Administrator

Date: _____

APPROVED: Ashland City Council

By: _____

Date: _____

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION
#659

By: _____

_____, Business Manager

Date: _____

APPROVED: International Office IBEW,
Washington, D.C.

By: _____

Date: _____