

**RESOLUTION NO. 2010-60**

**RESOLUTION AUTHORIZING EXECUTION OF A LABOR AGREEMENT  
BETWEEN THE CITY OF FOREST GROVE AND THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), LOCAL UNION NO. 125,  
EFFECTIVE JULY 1, 2010, AND EXPIRING JUNE 30, 2013**

**WHEREAS**, representatives of the City of Forest Grove and IBEW, Local 125, have met in good faith and negotiated a labor agreement between both parties effective July 1, 2010, through June 30, 2013, and

**WHEREAS**, the labor agreement provides for certain compensation and fringe benefit adjustments.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:**

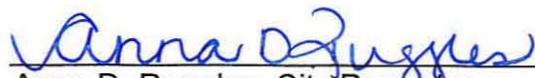
**Section 1:** That the City Manager is authorized to execute the attached labor agreement (Exhibit A) between the City of Forest Grove and IBEW, Local 125.

**Section 2:** That the compensation plan contained in this agreement is approved, effective July 1, 2010, expiring June 30, 2013.

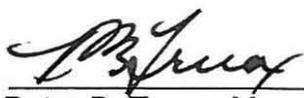
**Section 3:** That the fringe benefits contained in this agreement are approved, effective July 1, 2010, expiring June 30, 2013.

**Section 4:** This resolution is effective immediately upon its enactment by the City Council.

**PRESENTED AND PASSED** this 12<sup>th</sup> day of July, 2010.

  
\_\_\_\_\_  
Anna D. Ruggles, City Recorder

**APPROVED** by the Mayor this 12<sup>th</sup> day of July, 2010.

  
\_\_\_\_\_  
Peter B. Truax, Mayor

# **AGREEMENT**

**BETWEEN**

**CITY OF FOREST GROVE**

**AND**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**LOCAL UNION No. 125**

**JULY 1, 2010 TO JUNE 30, 2013**

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## AGREEMENT

The CITY OF FOREST GROVE, Oregon, hereinafter referred to as “the City”, and LOCAL UNION NO. 125 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as “the Union”, hereby mutually establish and agree upon the working conditions and wage schedule hereinafter set forth covering those employees listed in Article 30 and employed by the City of Forest Grove Light and Power Department.

The City and the Union have a common and sympathetic interest in the electrical industry, therefore, a working system and harmonious relations are desirable to improve the relationship between the Employer and the Union. All shall benefit by continuous peace and by adjusting any differences by rational common sense methods. To these ends, this Agreement is made.

### **ARTICLE 1**

#### RECOGNITION

**1.1** The City recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of establishing wages, hours of work, benefits and conditions of employment for all regular electrical worker employees of the City, excluding supervisory and confidential employees, and employees presently represented in any other bargaining unit.

**1.2** For the purposes of this Agreement:

- a. ELECTRICAL WORKER: Is defined as all classifications set-forth in Article 30.
- b. REGULAR FULL-TIME EMPLOYEE: Is defined as any employee who is regularly scheduled to perform work for 40 hours per week.
- c. REGULAR PART-TIME EMPLOYEE: Is defined as any employee who is regularly scheduled to work more than 600 hours in a calendar year, but less than 40 hours per week.
- d. TEMPORARY EMPLOYEE: Is defined as any employee who is employed for a limited period, not to exceed six months in a twelve-month period for a full-time employee, or 600 hours in a calendar year for a part-time employee.
- e. SUPERVISORY EMPLOYEE: Is defined as in Oregon Revised Statutes 243.650 (23).
- f. CONFIDENTIAL EMPLOYEE: Is defined as in Oregon Revised Statutes 243.650 (6).

## **ARTICLE 2**

### **DURATION OF AGREEMENT**

- \* **2.1** This Agreement shall remain in full force and effect from July 1, 2010, up to and including June 30, 2013, and thereafter until terminated by at least sixty (60) days notice, in writing, by either party to the other.
- 2.2** This agreement may be amended or modified by mutual agreement between the parties hereto, without notice of termination by either party.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

- 3.1** The Union recognizes the right of the City to manage its affairs, in accordance with its responsibilities, expressed powers, inherent authority, and the City Charter and that, except to the extent expressly abridged by provisions of this Agreement, management functions are not subject to negotiations. These functions include, but are not limited to, directing the activities of the department; determining levels of service and methods of operation, including subcontracting and introduction of new equipment; the right to hire, lay-off, transfer and promote; to discipline or discharge for cause; to determine the work schedules and assign work; to develop employment policies and procedures and any other such rights not specifically referred to in this agreement.
- 3.2** Unless directly contradicted by the terms of this Agreement or a mandatory subject for bargaining, all employment policies of the City are specifically incorporated herein by reference.

## **ARTICLE 4**

### **UNION SECURITY**

- 4.1** Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement. Employees who are not members of the Union shall make payment in lieu of dues to the Union. Such payment shall be in the same amount as provided for regular Union dues and assessments.
- 4.2** The City agrees to deduct Union dues or "fair share" from the paycheck of all bargaining unit employees. The City shall not be held liable for check-off errors, but shall make proper adjustments with the employees and the Union as soon as practicable and upon notification from the Union. The Union agrees to indemnify and hold the City harmless from any action arising under this Article. The amounts to be deducted shall be certified to the City by the Treasurer of the Union by the tenth (10<sup>th</sup>) day of the succeeding month after such deductions are made.

**4.3** Any Employee who is a member of a church or religious body having bona fide religious teachings which prohibit association with a labor organization or the payment of dues to it shall pay an amount or money equivalent to regular Union dues, initiation fees and assessments, if any, to a non-religious charity or another charitable organization mutually agreed upon by the employee affected and the representative labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof to the employer that this has been done.

**4.4** The Union shall assist the City by referring skilled workers to the City when requested.

**4.5** The City shall designate bulletin board space for posting of official Union notices.

**ARTICLE 5**  
EMPLOYEE RIGHTS

\* **5.1** The City and the Union agree there shall be no discrimination with regard to the hiring or tenure of the employees by reason of race, color, religion, sex, pregnancy, citizenship, age, marital status, physical disability, mental disability, veteran's status, medical condition, sexual orientation, genetics, political affiliation or national origin, or on the basis of membership in any other protected class. Discrimination on the basis of relationship, mental or physical handicap are prohibited, except in the instance of valid occupational qualification and under the provisions of the Americans with Disabilities Act. The City and the Union agree further that there shall be no discrimination against any employee due to membership or non-membership in the Union or because of an activity in which the employee may engage in on behalf of the Union, provided such activity does not interfere with the employee's performance of work assignments.

**5.2** The City shall give all employees ten (10) working days notice of lack of work.

**5.3** Employees appointed as Acting Superintendent shall be paid at the Line Foreman rate of pay. Employees shall not be appointed as Acting Superintendent while concurrently serving as Shop Steward.

**ARTICLE 6**  
STRIKE AND LOCKOUT

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

**6.2** Disputes between the Union and the City shall be resolved by arbitration in the same manner as set forth in Article 20.

## **ARTICLE 7**

### **DISCHARGE, SUSPENSION, WARNING**

- 7.1** New employees may be terminated within the twelve-month (12) probationary period without cause.
- 7.2** Employees are subject to discipline for just cause. Disciplinary action or measures shall be limited to the following: oral reprimand, written reprimand, demotion, suspension, reduction of pay, or discharge.
- 7.3** Oral reprimands shall not be subject to the grievance procedure. Written reprimands may be processed through the grievance steps and may proceed to arbitration.
- 7.4** If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

## **ARTICLE 8**

### **PAID TIME AND HOURS OF WORK**

**8.1** The workday shall consist of eight (8) hours worked in a twenty-four (24) hour period with a lunch period of thirty (30) minutes, or eight (8) hours worked with a lunch period of one (1) hour. The normal workday at present is from 8:00 AM until 4:30 PM, with a lunch period of thirty (30) minutes. The lunch period shall be midway in the shift. The normal hours of work may be changed by mutual agreement between the City and the Union. Such agreement shall be reduced to writing. The employee shall not receive pay for the lunch period. Each employee shall also be allowed a rest break at the job site, not to exceed fifteen (15) minutes, approximately midway in each half shift, the time of which shall count as time worked. Any employee required to work overtime at the conclusion of the employee's regular shift shall have the option of a meal period of at least thirty (30) minutes, but not to exceed one (1) hour upon having completed the first one and one-half (1.5) hours of overtime work.

**8.2** Changes in the normal hours of work for the summer months work schedule may be approved by mutual agreement between the City and the Shop Steward. The Shop Steward shall obtain concurrence from the Union.

- \* **8.3** When an employee reports for overtime work four (4) hours or more before the beginning of his regular shift, and works uninterrupted into his regular shift, he shall be paid at the overtime rate until relieved. If an employee works six (6) or more hours within the fifteen-and-one-half (15.5) hours preceding their regular scheduled start time, and has not received an eight and one half (8.5) hour unpaid rest period, the employee will be given the option to remain on duty for the duration of their regular shift at the overtime rate or be relieved for the duration of their regular shift at the employee's

straight time rate. Before leaving work the employee will notify the Supervisor of the employee's preference. If the employee requests their paid rest period, the City will, in its sole judgment, approve or deny the employee request based on operational requirements of the City as determined by the Light and Power Director.

**8.4** Work in excess of (8) eight hours per day and work in excess of five (5) eight (8) hour days, or forty (40) hours in any workweek, shall be considered overtime, but hours of work for which daily overtime is allowed shall not be included in computing weekly overtime. Overtime, computed to the nearest quarter hour, shall be compensated for at two (2) times the regular rate of pay. A minimum call back time of one (1) hour between 6 AM and 10:00 PM Monday through Friday and two (2) hours between 10:00 PM and 6:00 AM Monday through Friday, weekends and holidays, shall be paid except that employees on weekend/holiday stand-by status shall only be eligible for a one (1) hour minimum call back. Work contiguous to the regular shift shall be compensated at two (2) times the regular rate of pay for the time actually worked. Employees shall be paid at the overtime rate for all time worked on other than their regular shift or day and for all time worked on holidays, in addition to their holiday pay. Overtime must be pre-approved except in an emergency or while on stand-by. Overtime will be kept equitable within classification and based on a 12 month rolling accumulation and posted for each pay period.

**8.5** All overtime worked shall be paid or the employee shall receive compensatory time-off based upon mutual agreement and the Department Head's determination of Department needs. Compensatory time-off shall be scheduled by mutual agreement of the employee and the supervisor based on the needs of the department. Compensatory time-off accumulation shall be capped at forty (40) hours.

**8.6** The overtime pay of any employee called from home for overtime work shall be time worked plus one-half (.5) hour for travel time.

## **ARTICLE 9**

### **PAID MEALS**

- \* **9.1** Employees working one and one-half (1.5) hours of overtime contiguous to their regular shift, and up to or through a designated meal time, and any other overtime worked which continues into or through a designated meal time, shall be paid for appropriate meals. The midnight meal shall be paid at the dinner rate. Amounts distributed for meals shall be paid through payroll and will be included in the employee's taxable income pursuant to IRS regulations. Under normal circumstances employees shall not be required to work more than six (6) hours without a meal. In the event an employee is required by management to work more than six (6) hours without a meal break, he shall be paid for one (1) hour at the straight time rate in addition to his compensation for time worked. When employees are scheduled to work outside their normal shift they shall not be required to supply themselves more than one (1) meal within a 24 hour period.

- \* **9.2** Designated meal times for the purposes of Article 9 are defined as 6:30 to 7:00 AM for breakfast and shall be paid at the rate of ten dollars (\$10.00), 12:00 noon to 12:30 PM for lunch at the rate of fifteen dollars (\$15.00), 6:00 to 6:30 PM for dinner at the rate of thirty dollars (\$30.00), and 12:00 midnight to 12:30 AM for the midnight meal at the rate of thirty dollars (\$30.00). Meal breaks, if taken, during designated meal times, are one-half (½) hour, and shall be considered unpaid time.
- \* **9.3** When conditions imposed upon the City require that work be performed during the designated noontime lunch period, the Foreman may advance the designated noontime lunch period one-half (½) hour, or delay it one-half (½) hour. If such delay of the noontime lunch period still results in employees working through their adjusted meal period, they shall be paid for one (1) hour at the straight time rate in addition to their compensation for time worked.

**ARTICLE 10**

HOLIDAYS

**10.1** Employees covered by this Agreement shall receive the following paid holidays: New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, day after Thanksgiving, Christmas Day and two (2) personal holidays. Personal holidays shall be credited at the beginning of each calendar year and shall be prorated to the nearest hour for newly hired employees, and scheduled with the approval of the supervisor, and used within the calendar year. Employees on vacation when a legal holiday occurs shall be entitled to holiday pay or an extra day vacation.

**10.2** Personal holiday hours of eight (8) hours or less as of December 31<sup>st</sup> of each year shall be carried over into the next year.

**ARTICLE 11**

VACATION

**11.1** All employees who shall have completed twelve (12) full months of continuous service shall be allowed vacation time in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Hours per Month</u>	<u>Days Per Year</u>
1-2 yrs	6.67	10
2-5 yrs	8.00	12
5-10 yrs	10.00	15
10-15 yrs	13.34	20
15-25 yrs	16.67	25
26 yrs	17.34	26
27 + yrs	18.00	27

**11.2** Vacation accrual shall be calculated on a monthly basis beginning with the employee's date of employment. If an employee is hired in the middle of the month, vacation accrual shall be pro-rated for the first month of employment. Vacation time shall accrue during all hours of employment at straight time (not including overtime), vacation time, recognized holidays, used sick leave and time off chargeable to an occupational disability.

**11.3** Employees are encouraged to take vacation time on a yearly basis and vacation accrual shall not exceed 45 days (360 hours) without the approval of the City Manager.

**11.4** Upon termination of employment, an employee who has not taken accrued vacation and who has been continuously employed for at least twelve (12) calendar months shall be entitled to vacation compensation, not to exceed 45 days (360 hours).

**11.5** Vacations may be taken any time with the prior approval of the Director or his designee.

**11.6** Employees may not take vacation time in increments of less than one (1) hour. Vacation in excess of one (1) hour may be taken in increments of one quarter (1/4) hour.

## **ARTICLE 12**

### **APPROVED ABSENCE**

**12.1** SICK LEAVE – Employees shall accrue sick leave at the rate of eight (8) hours for each month of service. Sick leave may be accrued to a maximum of fourteen hundred (1400) hours. For purposes of the sick leave conversion at retirement, the cap shall remain at one thousand (1000) hours. When employees are terminated, all accrued sick leave credits shall be canceled. Employees taking time off for doctor or dentist appointments during working hours shall have such time charged against their sick leave accumulation. The City may request a doctor's release to return to work if the City can reasonably articulate its need for the release. Employees falsifying their claim for sick leave shall be liable for disciplinary action by the City. When an employee must be away from the job because of illness in the immediate family, such time off may be 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. Under no circumstances shall the City grant an employee sick leave with pay for time off from City employment when sickness or injury resulted from employment other than with the City of Forest Grove.

**12.1.1** Upon retirement, an employee's accrued, unused sick leave shall be converted to the employee's retirement account to be withdrawn in a lump sum or in the form of a

monthly annuity. The conversion amount to be credited at retirement shall be based on the following table:

<u>Sick Leave Hours</u>	<u>Conversion at Retirement</u>
Up to 700	50%
701-775	55%
776-850	60%
851-925	65%
926-1000	70%

**12.2** FUNERAL LEAVE – Whenever a death shall occur in an employee’s immediate family or household, including grandparents, grandchildren, and in-laws, a leave of absence not to exceed 40 working hours, with full pay, shall be granted. Up to four (4) hours of paid leave shall be given to an employee acting as pallbearer for anyone not listed above. Funeral leave is intended for the purpose of attending the funeral and/or attending to the affairs of the deceased.

**12.3** JURY DUTY – All regular employees who are called for jury duty or subpoenaed as a witness in a case for which they are not a party shall be entitled to receive full pay for such time off, if they endorse their checks for such services over to the City.

**12.4** LEAVE OF ABSENCE WITHOUT PAY – All regular full-time employees may be granted a leave of absence without pay upon written application to the Director, providing such leave does not impair the functions of the department. Leave for longer than one (1) month must be approved by the City Manager.

**12.5** Regular full-time employees in the service of the City shall maintain their place on the seniority list while on leave for good cause or while under transfer to some other department or on Union full-time appointment for a period not to exceed (1) year.

## **ARTICLE 13**

### PROBATIONARY PERIOD

**13.1** All original and re-employment appointments shall be made for a probationary period of twelve (12) months. The probationary period shall be deemed a part of the examining process for determining the qualifications of the employee for regular full-time employee status. A probationary employee may be dismissed or demoted, and shall not have recourse to the grievance procedures.

**13.2** An employee promoted to a higher paying classification shall serve a probationary period of six (6) months. The City may return the probationary employee to the former job during the probationary period without recourse to the grievance procedure.

## **ARTICLE 14**

### **INDUSTRIAL ACCIDENT**

**14.1** The City shall provide Workers' Compensation insurance in accordance with the requirements of the State of Oregon. Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their normal duties as a result of such injury or accident shall be compensated by the City's insurance carrier for the period of time loss. The difference between the Workers' Compensation payments and the employee's regular straight-time wages, less any payroll deductions, shall be paid by the City for a period of sixty-five workdays. Whenever an employee receives a check from the City's insurance carrier, the employee shall report the amount and the period, which it represents to the City's payroll department. If an employee is off work beyond the sixty-five (65) day period as a result of a work injury, accrued days of leave may be used on a pro rata basis to supplement the employee's insured disability income until leave is exhausted.

**14.2** Both parties agree to the principle that during the period that the employee receives compensation from both the insurance carrier and the City, the employee shall suffer no financial penalty nor should the employee have a financial advantage as regards employee's regular pay, referred to in Section 14.1, by being on disability status.

**14.3** It is in the mutual interest of the parties to return an injured employee to work as soon as practicable. When possible, the City shall provide limited duty assignments within the department for injured employees. With the concurrence of the attending physician, an injured employee shall return to work in the limited duty assignment if work is available, until such time as the employee is released for normal duties. Such limited duty assignment is intended to be temporary in nature and not a permanent assignment.

## **ARTICLE 15**

### **SAFETY**

**15.1** All work under this Agreement shall be performed according to the Oregon Occupational Safety and Health Code. If the Oregon Occupational Safety and Health Code does not cover a specific work situation, the National Electric Safety Code shall apply when appropriate. This Agreement shall apply when its terms exceed the requirements of the safety codes.

**15.2** It is the responsibility of the City and employees to comply with all state safety regulations set forth in Section 15.1.

**15.3** The determination as to the safety of any operation shall initially be made by the Foreman and/or Working Foreman on the job. When in the opinion of the Foreman,

the work assigned to a crew cannot be done safely because of the manpower and equipment available, the Foreman may reject the job. If any dispute arises because of such a decision by a Foreman, the City and the Union shall jointly hold a hearing on the matter as soon thereafter as time permits.

**15.4** The City shall hold one safety meeting per month. The City and members shall establish a safety committee to investigate all accidents, unsafe conditions and actions as they occur.

## **ARTICLE 16**

### **CLOTHING AND TOOLS**

- \* **16.1** Protective clothing, including qualified raingear determined to be personal protective equipment by the City, shall be furnished to all employees whenever and wherever it shall be necessary for health and safety reasons as dictated by State or Federal law. The City shall provide an allowance to employees annually for the purchase of additional clothing that meets the City's criteria for safety and operational necessity (New employees will receive a pro-rated amount). The City's intent is to provide an allowance of up to \$300.00 to all classifications within the Bargaining Unit. All purchases must be approved by the City and made through the City approved vendor. Fifty percent (50%) or less of unused portions of the allowance can carry over to the next year for up to six (6) months.
  
- \* **6.1.1** Employees will be allowed reimbursement of up to two hundred dollars (\$200.00) for the purchase or rebuild of boots annually.
  
- 16.2** All Journeyman Lineman and Apprentices shall furnish the first set of tools. Then the City shall furnish replacements as they are lost, stolen or worn out. All equipment purchased by the City will be stored on City property.
  
- 16.3** The City shall provide work gloves as needed and shall be stored on City property.
  
- 16.4** Employees requiring prescription lenses shall be reimbursed up to \$325.00 once every two years for prescription safety glasses. Employees shall be required to present receipts for prescription safety glasses to receive reimbursement and will be stored on City property. Safety glasses will be replaced at City expense if the safety glasses are damaged while an employee is performing regular job duties. The City shall purchase and provide safety glasses for those employees who do not require prescription glasses.

## **ARTICLE 17**

### **SENIORITY**

**17.1** Seniority is hereby defined to mean the length of continuous service with the City within the bargaining unit. Seniority is a factor for management to consider when making decisions on employee promotion, layoffs, or other employee requests. When management determines that all other factors are equal, seniority shall be the determining factor.

**17.2** When employees are laid off because of lack of work, they shall maintain their seniority rights during the layoff period for time equivalent to their length of service, but not to exceed one (1) year.

## **ARTICLE 18**

### **OUTSIDE EMPLOYMENT**

**18.1** It is agreed that no employee under this Agreement shall perform gainful outside employment, unless such outside work receives the prior approval of the Director and is compatible with the employee's City duties, in no way detracts from the efficiency of the employee in City duties, presents no conflict of interest with City affairs, in no way discredits City employment, and does not take preference over extra duty required by City employment.

## **ARTICLE 19**

### **WORKING RULES – MISCELLANEOUS PROVISIONS**

**19.1** The Union recognizes the right of the City to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the City's business, and reasonable penalties for the violation of such rules and regulations. All employees shall continue to comply with the presently published rules, except in those areas superseded by this Agreement. Changes or additions to such rules shall be furnished to the Union, at the time of issuance, and such changes or additions shall be subject to review under the grievance procedure if the Union objects to said rules as violations of this Agreement within thirty (30) days after issuance.

**19.2** STANDBY – Department employees may be required to be on call in a standby status for the purpose of responding to customer outages or emergencies pertaining to the Light and Power Department and the City's electric utility system during weekends and/or holiday periods.

\* **19.2.1** Standby duty shall be performed by journeyman linemen who hold a current journeyman lineman card, employees who have held a journeyman lineman card prior

to their current journeyman position may be placed on standby by mutual agreement. Work assignments for standby shall be made on a rotating basis from week to week.

**19.2.2** Standby crews shall be compensated at the rate of two (2) hours on the overtime schedule per person per standby day. Compensation for standby duty shall be for Saturdays, Sundays, and holidays only. Employees who have weekend standby duty shall be expected to be in a standby status from the close of regular work on Friday to the beginning of regular work on Monday. An employee who is unable to report to work or cannot be located shall forfeit standby pay. In the event standby crews are called to work, they shall receive additional compensation at the overtime rate for time actually worked.

**19.2.3** The Operations Superintendent shall be notified, when practicable, when additional personnel are necessary for emergency work.

**19.2.4** Employees assigned to stand-by duty shall be provided with a pager or other communication device and shall be expected to respond in a timely manner when contacted. They shall be required to be available to receive emergency calls during time periods outside of their normal working hours. Failure to be available or to respond while on stand-by shall result in a loss of stand-by pay.

**19.3** NIGHT WORK – When Journeymen are sent out at night to perform repair work which requires working on energized primary equipment or climbing off the ground, not less than two (2) Journeymen shall be required, except for re-fusing transformers and lines.

**19.4** CONSTRUCTION – All framing and erection of poles or towers and stringing of wires shall be done by Journeyman Linemen assisted by Helpers, as required. All employees working eighty (80) feet above the ground or higher shall be paid at the rate of double-time (2X) while working at such height. This shall exclude roofs where no exceptional hazards exist and/or aerial man lifts.

**19.5** UNDERGROUND – The installation of underground electrical systems when performed by regular qualified employees of the City shall be performed with not more than two (2) Helpers to every Journeyman Lineman. The connection, termination, and maintenance of underground systems shall be performed under applicable rules set forth in the Oregon Occupational Safety and Health Code and the National Electrical Safety Code.

**19.6** TREE TRIMMING AND BRUSH CUTTING – Tree trimming and brush cutting shall be performed in accordance with the State of Oregon Occupational Safety and Health Code.

**19.6.1** After trees are trimmed from primary areas, or brush is cut from under energized lines, the limbs or brush may be chipped or hauled away by qualified employees.

**19.7** APPRENTICE LINEMEN OR APPRENTICE METERMEN – The City may employ in each branch of the Electrical Workers’ Trade one (1) Apprentice for each two (2) Journeymen, including Line Foremen, Line Working Foremen, Metermen, Working Foremen and other premium classifications as Journeymen, provided, that with the consent of the Union, the foregoing limitations may be suspended or modified when the need for training additional skilled employees exists. An Apprentice shall work under the direct supervision of a Journeyman.

**19.7.1** No Apprentice shall be permitted to work on live wires, apparatus and/or equipment operated at voltages in excess of 750 volts until the fifth six-month period of the apprenticeship.

**19.7.2** An Apprentice Meterman shall work under the direct supervision of a Journeyman Meterman and may perform other work as assigned.

**19.8** LAYOUT OF WORK – On jobs having a Foreman, employees are not to take directions, orders, or accept the layout of any job from anyone except the Foreman.

**19.9** Where the work of an outside employee involves two or more classifications on the same day, the outside employee shall be paid at the higher rate of pay for actual time worked in that higher classification. No Foreman shall, at the same time, perform or supervise work for more than one (1) crew except, however, when two (2) or more crews are combined for a specified job, the Director or Superintendent shall designate one (1) of the Foremen to be in charge of the job, with no reduction in pay for either Foreman.

**19.10** Supervisors and employees outside of the Bargaining Unit shall not handle tools and do that class of work required of a Journeyman except: a) when life or property is in danger and there are no other qualified persons available to do the work, b) when necessary to check the work of others, or c) when necessary to train others.

## **ARTICLE 20**

### GRIEVANCE PROCEDURES

**20.1** For the purpose of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement, or an alleged violation of this Agreement, or of the laws governing the relationship between the City and employee or unlawful supervisory action which reasonably could be interpreted to endanger the job of an employee or the benefits arising there from.

**20.2** Any dispute which arises between the parties during the term of this Agreement shall be handled as follows:

**STEP 1** The Steward shall, on behalf of the aggrieved party, present the grievance in writing to the Superintendent within ten (10) working days of its occurrence, not including the day of occurrence or the day upon which the employee became aware of the occurrence. The dispute shall be discussed by the Superintendent, Steward, and the Employee. The Superintendent shall make every effort to reach a satisfactory conclusion within five (5) working days.

**STEP 2** If no agreement is reached at Step 1, the employee, groups of employees, or Shop Steward shall present their grievance, in writing, to the Director within ten (10) working days of the response to Step 1. This grievance is to be signed by the grievant. Copies of the written grievance shall also be submitted to the City Manager and the Union Business Manager setting forth:

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

The City and the Union shall endeavor wherever practicable to settle any grievance at this point, such "Settlement Agreement" to be signed by both parties and copies thereof to be furnished to the City Manager and the Union Business Manager. If, however, the employee and the Director do not settle such grievance directly within ten (10) working days after its presentation by the employee, then steps hereafter shall apply. Time frames herein may be extended by mutual agreement.

**STEP 3** If no agreement is reached as provided in Step 2, the Union Business Manager or his authorized representative shall submit the grievance, in writing, to the City's authorized representative or representatives within ten (10) working days from the response at Step 2. The Union and the City shall meet to consider the grievance and may call and present witnesses to testify at such meeting and each shall pay all costs of the appearance of any witnesses so called by it. The time frames herein may be extended by mutual agreement.

**20.3** If no agreement is reached through the process outlined in Step 3, an arbitrator may be selected at the request of either party to arbitrate the particular grievance. The arbitrator shall be selected jointly by the City and the Union and is to be chosen from a list of five (5) arbitrators residing in Oregon supplied by either the Public Employee Relations Board, State of Oregon, or the Office of the Federal Mediation and Conciliation Service, by lot or mutual agreement. The City and the Union shall each alternatively strike from this list, one (1) name at a time, until only one (1) name remains on the list.

Two (2) days shall be allowed for the striking of each name. The initial striking shall be determined by lot. The name of the arbitrator remaining on the list shall be accepted by both parties.

**20.4** During the process of the grievance procedure, there shall be no strike or lockout. The arbitrator shall interpret this Agreement, determine if it has been violated, and determine awards, restitution, and corrective action. The arbitrator shall pass on the admissibility of the evidence. Each of the parties hereto shall provide all books, records, documents, or any other material which, in the opinion of the arbitrator, is relevant to the issue in dispute. The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. Neither party to the dispute shall seek judicial review. Should either party fail to promptly proceed with the steps of this grievance procedure or fail or refuse to abide by the decision of the arbitrator, the other party shall be free to take whatever action it deems necessary. The fee of the arbitrator and his incidental expenses shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to and in arbitration.

## **ARTICLE 21**

### AGENTS OF THE UNION

**21.1** Whenever agents of the Union shall visit the place of employment, they shall make their presence known to the Supervisors and Director and shall not interfere with any employee in the performance of his work.

## **ARTICLE 22**

### SAVINGS CLAUSE

**22.1** Whenever it shall be found that any portion of this Agreement is in violation of any City, State or Federal law, such portion of the Agreement shall become invalid, and the remainder of the Agreement shall remain in effect. The City and the Union agree to negotiate substitute provisions for those Articles that may be in question.

## **ARTICLE 23**

### SUBCONTRACTING

**23.1** Nothing contained in this Agreement shall act as a bar to the City being able to subcontract out portions of work now being performed under this Agreement when such action would enhance the efficiency of operations or when technological advances make it feasible to do so, provided that the work subcontracted does not result in layoffs.

## **ARTICLE 24**

### SCOPE OF AGREEMENT

**24.1** The City and the Union shall not be bound by any requirement not specifically stated in this Agreement. The City and the Union are not bound by any unwritten past practices of the City or the Union, unless such past practices or understandings are specifically stated or referred to in this Agreement.

**24.2** The Union and the City agree that this Agreement is intended to cover all matters affecting wages, rates of pay, hours, grievance procedures, working conditions, and all terms and conditions of employment and similar or related subjects and that, during the term of this Agreement, neither the City nor the Union shall be required to negotiate on any further matter affecting these or any other subjects not specifically set forth in this Agreement.

## **ARTICLE 25**

### HEALTH AND WELFARE

- \* **25.1** The City shall provide medical, dental and vision insurance benefits to the employee and his dependents comparable to Blue Cross Plan V-E, PPP, Rx 4 medical insurance, ODS dental insurance and VSP vision insurance through the CIS Trust. The City shall also offer Kaiser medical, prescription, vision and dental insurance as an alternative to Blue Cross. The City agrees to contribute to employee's health insurance coverage an amount equal to ninety percent (90%) of the Kaiser/Blue Cross medical, dental and vision premiums.

Transition to the new insurance plan described in 25.1 will occur on or about Jan 1, 2011

The City will establish a medical savings account Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501(c) (9) of the Internal Revenue Code for each employee of the Union who is eligible for, and enrolls in, one of the City's Health Insurance Plans. The City shall make a contributions to each employees account on the date the initial change to the new insurance plan is made, and on January 1 of each year thereafter based on their medical elections. Individual medical will receive \$400 annually, individual plus one will receive \$800 annually, and family will receive \$1200 annually. Employees who choose Kaiser coverage will receive \$300 individual, \$600 individual plus one and \$900 family, annually as described above.

**25.2** Upon retirement from the City service, employees with three (3) years of continuous service, may elect to continue their group medical insurance coverage at their expense.

**ARTICLE 26**

LONG TERM DISABILITY INSURANCE

**26.1** The City shall provide long-term disability insurance, which provides sixty percent (60%) of monthly salary up to a maximum salary of \$4,000 per month, after an eligibility period of ninety (90) days. Premium costs shall be paid in full by the City.

**ARTICLE 27**

RETIREMENT PLAN

\* **27.1** The City shall provide a defined benefit retirement plan. After six (6) months of full-time regular employment, employees covered by this Agreement are required to participate in the retirement system. The City shall pay the employees' portion of the contribution. Total contributions to the retirement plan shall meet actuarial requirements. Employees who terminate prior to being eligible for vesting rights shall receive one single payment pursuant to Article XII (2) of the City of Forest Grove Retirement Plan.

**27.2** The amendments to the retirement plan which were adopted by council Resolution No. 90-58 shall be granted to the members of IBEW. Specifically to include the addition of active IBEW employees under Section VII, Part 3 of the City's Retirement Plan. This provision applies to eligible active employees of the City only and specifically excludes separated employees. The City and the Union agree that the only employees who will be eligible under Section VII, Part 3 are as follows:

- |                    |                  |
|--------------------|------------------|
| Adams, Jeffery     | Stickles, James  |
| Hanville, Laurence | Smith, Roy       |
| Hormann, Keith     | Temple, Eric     |
| Jansen, Kent       | Vandehey, Donald |

**27.3** Retirees who are members of the City's retiree health insurance plan shall have their premiums reduced by \$65 per month upon reaching the Medicare age of 65. This applies to retired employees only and not dependents.

\* **27.4** An employee eligible to receive disability retirement who is also receiving Workers' Compensation, shall have his/her retirement benefit reduced by the amount of the workers' compensation. Under no circumstances shall an employee's compensation from disability retirement and workers' compensation exceed the employee's average monthly earnings as of the date of disability.

**ARTICLE 28**

LIFE INSURANCE

**28.1** The City shall provide life insurance in an amount equal to an employee's annual salary rounded to the nearest thousand dollars. Premium costs shall be paid in full by the City.

**ARTICLE 29**

DEFERRED COMPENSATION

**29.1** Employees shall have the option of participating in a deferred compensation plan sponsored by the City. The deferred compensation plan shall be of no direct cost to the City and employee participation shall be voluntary.

**29.2** The City shall offer to the bargaining unit any IRS tax deferred plans it offers to other City employees.

**ARTICLE 30**

CLASSIFICATION AND WAGES

\* **30.1** All wages to be increased by 2.85% July 1, 2010, 3.00% July 1, 2011, and 3.00% July 1, 2012.

CLASSIFICATION		HOURLY RATE			
		EFF: 7/1/09 <u>3.50%</u>	EFF: 7/1/10 <u>2.85%</u>	EFF: 7/1/11 <u>3.00%</u>	EFF: 7/1/12 <u>3.00%</u>
Line Foreman	115%	\$42.61	\$43.83	\$45.14	\$46.49
Line Working Foreman	110%	40.76	41.92	43.18	44.47
Meter Relay Foreman	113%	41.87	43.06	44.35	45.69
Meterman Working Foreman	110%	40.76	41.92	43.18	44.47
<b>JOURNEYMAN LINEMAN</b>	<b>100%</b>	<b>37.05</b>	<b>38.11</b>	<b>39.25</b>	<b>40.43</b>
Journeyman Meterman	100%	37.05	38.11	39.25	40.43
Apprentice, 7th	90%	33.35	34.30	35.33	36.39
Apprentice, 6th	84%	31.12	32.01	32.97	33.96
Apprentice, 5th	80%	29.64	30.49	31.40	32.34
Apprentice, 4th	76%	28.16	28.96	29.83	30.73
Apprentice, 3rd	73%	27.05	27.82	28.65	29.51
Apprentice, 2nd	70%	25.94	26.68	27.48	28.30
Apprentice, 1st	65%	24.08	24.77	25.51	26.28
Mechanic, After 4 years		24.11	24.80	25.54	26.31
Mechanic, After 3 years		23.34	24.01	24.73	25.47
Mechanic, After 2 years		22.55	23.19	23.89	24.61
Mechanic, After 1 year		21.61	22.23	22.90	23.59
Mechanic, After 6 months		20.45	21.03	21.66	22.31

<u>CLASSIFICATION</u>	HOURLY RATE			
	EFF: 7/1/09	EFF: 7/1/10	EFF: 7/1/11	EFF: 7/1/12
Tree Trimmer Foreman	<u>3.50%</u> 33.35	<u>2.85%</u> 34.30	<u>3.00%</u> 35.33	<u>3.00%</u> 36.39
Tree Trimmer	29.64	30.48	31.39	32.33
Sr. Util Wkr, Thereafter	25.51	26.24	27.03	27.84
Sr. Util Wkr, After 6 months	22.94	23.59	24.30	25.03
Sr. Util Wkr, Start	20.34	20.92	21.55	22.20
Meter Reader, Thereafter	22.53	23.17	23.87	24.59
Meter Reader, After 6 months	19.12	19.66	20.25	20.86
Meter Reader, Start	16.14	16.60	17.10	17.61

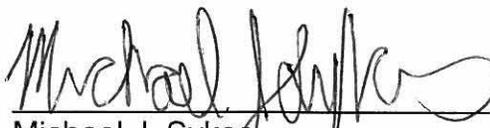
**30.2** Each employee shall be paid at one (1) of the steps of the range prescribed for his/her classification. Employee performance shall be evaluated in writing in a format prescribed by the City. Performance evaluations shall be conducted after six (6) months and one (1) year of employment, and on an annual basis thereafter. Merit raises may be granted based on the evaluation of work performance. Whenever an employee is appointed to a position in a higher classification, he/she shall receive at least the nearest higher salary in the new salary range. The merit and promotional salary increases shall be instituted at the beginning of the next pay period following completion of required service or notice of promotion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 30<sup>th</sup> day of August, 2010.

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL UNION 125

CITY OF FOREST GROVE

  
\_\_\_\_\_  
Travis Eri  
Business Manager

  
\_\_\_\_\_  
Michael J. Sykes  
City Manager

