

AGREEMENT

BETWEEN

CITY OF MONMOUTH

AND

LOCAL UNION No. 125

OF THE

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

EFFECTIVE

JULY 1, 2019 THROUGH JUNE 30, 2022

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AGREEMENT

The CITY OF MONMOUTH, hereinafter referred to as the "City" and LOCAL UNION 125 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "Union", hereby mutually establish and agree upon the work conditions and wages hereinafter set forth.

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

ARTICLE 1 – TERM OF AGREEMENT

1.1 The City recognizes the Union as the sole and exclusive collective bargaining representative for all employees classified and identified in Article 17 and Article 4, Section 4.1, of this Agreement.

✍ **1.2** This Agreement shall be in effect from July 1, 2019 up to and including June 30, 2022 and thereafter, unless and until changed or terminated as hereinafter provided. The remainder of the Agreement will remain in full force and effect.

1.3 Either party desiring to change or terminate this Agreement shall provide written notice to the other party of such intention within sixty (60) days prior to the expiration date. If such notification is not provided in timely fashion, the Agreement will continue in full force and effect from year to year thereafter unless either party provides such notice at least sixty (60) days prior to any subsequent anniversary date. The parties may mutually agree to an opening of the Agreement outside the provisions listed above.

1.4 This Agreement may be changed or modified at any time by written mutual agreement between the parties hereto.

1.5 Should any part of this Agreement become invalid by decision of a court of competent jurisdiction, such section or part of this Agreement found to be invalid shall in no way affect or change the remainder of this Agreement. Upon the request of either the City or the Union, the parties hereto shall negotiate in an attempt to agree upon a substitute clause for the part of the Agreement found to be invalid.

ARTICLE 2 – UNION SECURITY

✍ **2.1** Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement. The Union shall be the holder of all records regarding employee membership status in the Union and any disputes about employee membership status shall be resolved by the Union. The City will deduct from a Union member's pay and remit monthly to the Business Manager of IBEW Local 125 the normal and usual dues, fees, and assessments uniformly required of its members. The Union will notify the City in writing of the monthly amount of Union dues, fees, and

assessments. Employees who are not members of the Union may voluntarily agree to pay representation fees to the Union as specified in a written payroll deduction authorization between the Union and the employee.

The City shall notify the Union of the employment of any new employee hired.

- ✍ **2.2** "Any Employee who is a member of the Union or who has applied for membership, shall sign and deliver to the Union, who shall forward to the City, a written payroll deduction authorization authorizing and consenting to the deduction of dues, fees, costs, charges, and assessments for membership in the Union. The Union shall also forward to the City the written payroll deduction authorization of any Employee who is not a member of the Union but who has voluntarily agreed to pay representation fees to the Union. A written payroll deduction authorization may be revoked or changed only in the manner and at the time specified in the authorization. The City will adhere to all provisions in the written authorizations discussed above. The City shall refer bargaining unit employees to the Union for answers to questions about payroll deduction authorization."
- ✍ **2.3** The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of Articles 2.1 and 2.2. This includes all costs associated with the claim, including attorney fees, court costs, and similar. In the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Union shall be solely responsible for any reimbursement to affected employees.
- R **2.4** The Union agrees that there shall be no work stoppage or slowdown and that the employees covered by this Agreement shall not refrain from performing their regular duties because of any dispute which may arise out of the interpretation or application of this Agreement. The City agrees that there shall not be any lockout during the term of this Agreement.
- R **2.5** The City and the Union agree that neither will discriminate against any employee or applicant for employment because of race, color, sex, religion, place of national origin, or union membership.
- R **2.6** The City agrees that the employment of any employee covered by this Agreement will not be terminated because he has filed a grievance arising out of the interpretation or application of this Agreement.
- R **2.7** The City agrees that work usually performed by regular employees shall not be subcontracted if such subcontracting would result in loss of employment. It is agreed that the City shall have the right to subcontract any work that cannot be accomplished by regular employees, and any work for which it lacks equipment or employees qualified and available to accomplish such work.

ARTICLE 3 – GRIEVANCE PROCEDURE

3.1 For the purpose of this Agreement, a grievance is defined as a dispute over the meaning or interpretation of a particular clause of this Agreement, or about an alleged violation of this Agreement or unlawful supervisory action which reasonably could be interpreted to endanger the job of an employee or benefits arising there from.

STEP I. The employee will discuss the grievance with the employee's immediate supervisor or department head within five working days following the date the employee had knowledge or should have had knowledge of the grievance. If this informal attempt to resolve the dispute is unsuccessful, the grievance may be submitted to STEP II.

STEP II The grievance shall be reduced to writing and will include a statement of the grievance, the facts on which it is based, the specific contract violation, and the remedy. The grievance will be submitted to the City Manager within twenty working days following the date the employee had knowledge or should have had knowledge of the grievance. The City Manager and Union Representative will meet within ten working days of receipt of the grievance by the City Manager in an attempt to resolve the issue. If not resolved, either party may file written intent within twenty-eight days of the aforementioned meeting, its intent to arbitrate the grievance.

ARBITRATION – An arbitrator shall be selected jointly by the City and the Union and is to be chosen from a list of five (5) Oregon arbitrators supplied by the Employment Relations Board. The City and Union shall each alternately 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.

3.2 During the grievance and arbitration procedure, there shall be no strike or no lockout. The arbitrator shall interpret this Agreement and determine if it has been violated, and determines awards, restitution and corrective action. The arbitrator shall pass on the admissibility of the evidence. The decision of the arbitrator shall be final and binding on both parties, but the arbitrator shall not have the power to add to, delete from or otherwise modify any terms or provisions of the Agreement. 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 arbitration.

ARTICLE 4 – CLASSIFICATIONS AND DEFINITIONS

4.1 There shall be recognized throughout this Agreement the following classifications of labor: Foreman, Serviceman, Lineman, Apprentice Lineman, Line Equipment Operator, Groundman, Utility Secretary, Public Works Technician, and System Specialist.

4.2 A "regular employee" shall be interpreted to mean any employee who is employed continuously for not less than six (6) calendar months.

4.3 A "temporary employee" shall be interpreted to mean any employee who has not completed six (6) calendar months of continuous employment.

The undersigned parties hereby agree the City has the right to hire temporary employees so long as they do not replace bargaining unit personnel.

4.4 A "probationary employee" shall be interpreted to mean any employee who has not completed six (6) months of continuous employment.

4.5 For a regular employee, all applicable benefits shall be retroactive to date of hire.

4.6 The City agrees that work usually performed by regular employees shall continue to be done so and shall be performed by supervisors only if such performance by supervisors would not result in a loss of employment to regular employees, or if regular employees are not available to perform such work.

4.7 Employees covered by this Agreement shall be classified and paid according to the wage schedule set forth in Article 17. When new classifications are introduced or existing classifications are substantially changed, the wage rate may be established by mutual agreement between the City and the Union.

Disputes involving the new wage rate, new or substantially changed classifications, if unresolved, shall be processed through the grievance and arbitration procedure beginning in Step 3.

4.8 All employees must go through a probationary six (6) month period. During this time the employee shall not have seniority or vested employment rights, which includes grievance procedure.

4.9 The City will establish a Foreman classification within the Public Works Department and within the Electrical Department. Appointments to such classification will be based on employee's qualifications and ability. The City shall be the sole judge of said qualifications and ability, if qualifications and ability are judged equal, seniority will be the determining factor.

ACTING ASSIGNMENT AND UPGRADES – When the Line Foreman is not available to direct the crew, during normal shift work, the senior Journeyman of a two (2) or more Journeymen crew will be upgraded to the applicable classification and paid for such time worked, when the work to be done requires the use of two (2) Journeyman Linemen. All other items being equal, the upgrade shall be offered to the most senior qualified employee. If that employee declines, then the next senior employee will be offered the upgrade. If all qualified employees decline the upgrade, then the least senior employee will be required to accept the temporary upgrade.

It is further agreed by the parties that the Public Workers Operations Manager is to be excluded from the bargaining unit and that the employee employed in that classification will continue to work with the tools of the trade in the same manner as when classified as a Public Works Foreman. Such will not constitute a violation of the Labor Agreement between the parties.

ARTICLE 5 – WORKING RULES

5.1 An Apprentice shall work under the direct supervision of a Journeyman.

5.2 The City may employ not to exceed one (1) Apprentice Lineman for each two (2) Journeyman Linemen employees, however, an Apprentice may not be used to take the place of a Journeyman. No Apprentice shall be permitted to work on live wires, apparatus and/or equipment operated at voltages in excess of 600 volts until the fifth six (6) month period of his/her apprenticeship. An Apprentice who has completed his/her sixth six (6) month period shall be moved to Journeyman, provided he/she can pass a qualifying examination. All employees must serve a six (6) month period as a Helper in the Apprentice trade prior to entering the Apprenticeship program.

5.3 Eight (8) hours shall constitute a regular day's work. A normal workweek shall be 40 hours. Normal working hours shall begin at 7:30 a.m. with a 1/2 or 1-hour lunch beginning at 12:00 noon. These hours may be changed to perform work that cannot be reasonably done during standard days and hours. Assignment to such shifts will be held at a minimum consistent with the requirements for providing adequate utility service or for performing the required work. Such special shifts shall be scheduled and notification given the affected group of employees and will not vary from the regular shift by more than two hours.

5.3.1 SUMMER HOURS – Hours of work will begin at 7:00 a.m. with a one-half (1/2) or one (1) hour lunch beginning at 12:00 noon. Summer hours will start the day after Memorial Day and end the day after Labor Day. Final authority rests with the City Manager.

5.3.2 The City and the Union may discuss alternate work schedules. Implementation of such work schedules shall be in writing with the agreement of both the City and Union.

5.3.3 DNP DAYS – One (1) employee to work through close of business at City Hall. Lunch to be 1/2 hour. City to pay overtime at the regular overtime rate.

5.4 Employees required to report for prearranged work before their next regular shift shall be notified not later than quitting time on the preceding day.

5.5 OVERTIME RATES – All work performed on Saturdays and work required outside the Power and Light department employee's assigned shift shall be paid for at two (2) times the regular rate of pay. All worked performed on Saturday and work required outside the Public Work employee's assigned shift shall be paid at current contract language (i.e. 1 and 1 ½ times). Work performed between the hours of 10:00 p.m. and 6:00 a.m., or on Sundays or holidays shall be paid for at two (2) times the regular rate of pay. Overtime compensation shall be paid only with prior approval of the department supervisor.

5.6 When employees are required to report for work either before or after their regularly scheduled shift, as defined in Section 5.3, or on Saturdays, Sundays, holidays, this time shall be known as "call time" and shall be paid for at the regular overtime rates as specified in Section 5.5 with a minimum of two (2) hour's pay. Any overtime work

beyond the minimum of two (2) hours shall be computed to the highest one quarter (1/4) of an hour.

5.7 Employees called to duty four (4) hours or more before the beginning of their regular workday shall be paid the regular overtime rate of time and two (2) times from the time they are called until relieved from duty for an equal period of time.

5.8 Employees called to duty less than four (4) hours before the beginning of their regular workday shall be paid the regular overtime rate of time and two (2) times (except for intermission for meals) from the time they are called until the beginning of their regular workday. Regular working hours following shall be at the straight-time rate of pay.

5.9 Employees working long hours during periods of emergency shall have a minimum of six (6) consecutive hours off the job every twenty-four (24) hours. This shall be based on starting and stopping time of 12:00 midnight.

5.10 TRAVEL TIME – Travel time shall be paid upon leaving the City warehouse and upon return thereto during regularly scheduled shifts and upon leaving home and returning thereto when out on call time.

5.11 When employees are required to work more than five hours without a lunch period they shall receive the regular rate for overtime which shall continue until they are relieved for a meal and such meal times will be at the employee's expense and his/her own time. When doing emergency work at times other than lunch period or regularly scheduled days, defined in Section 5.3, all meals shall be furnished at the City's expense. Under no circumstances shall men/women be allowed to work more than six (6) hours without a meal period.

5.12 Employees will be permitted a rest period of 15 minutes duration on each half (1/2) of the shift. Rest periods shall take place at the work site or on City property. Rest periods shall be taken within the first three (3) hours of each half (1/2) shift.

5.13 Conferences, conventions or training session attendance, which are at City expense, will not be covered by these overtime provisions, but will be paid at the regular rate, not to exceed eight (8) hours in a working day. The City has the right to change the regular work day's schedule for training purposes.

5.14 Safety helmets, leather gloves, and nonprescription safety glasses will be reasonably furnished by the City to all employees covered by this Agreement.

5.15 An employee who is subject to call during his/her regular time off shall be paid for one (1) hour at his/her straight-time rate for each eight (8) hour period or major fraction thereof he/she is subject to and available for call during each standby period, provided that an employee on call duty on a holiday as defined in Article 8, shall be paid for two (2) hours at his/her straight-time rate for each eight (8) hour period or major fraction thereof that he/she is on call. Such payment for standby duty shall be in addition to compensation for the services of such employees when actually called out while standing by.

In the event it is not possible for the employee on standby to be available at his/her home telephone or personal cell phone, the City will notify the employee on the employee's departmental cell phone.

Employees shall have the option of taking compensation for standby time in the form of compensatory time off for wages.

An employee may accumulate up to one hundred (100) hours of compensatory time. Use is limited to a maximum of one hundred (100) hours per payroll year.

Compensatory time off may be taken in conjunction with other leaves including, but not limited to, vacation or sick leave, with approval of the department head.

5.16 Permission to work at outside employment while an employee of the City must be approved by the appropriate department head. In order to be approved, the outside employment must:

- a. Be compatible with the employee's City duties;
- b. In no way detract from efficiency of the employee in City duties;
- c. In no way to be discredit to City employment;
- d. Not take preference over extra duty required by City employment.

It is understood that the department head may, at any time, revoke permission to hold outside employment subject to grievance procedure.

5.17 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 current Employee Handbook, except those areas superseded by this Agreement. Changes or additions to such rules shall be furnished to the Union at time of issuance and such changes or additions shall be subject to review under the grievance procedure only in the event that said changes or additions are in conflict with provisions of this Agreement and if the Union objects thereto within thirty (30) days after issuance.

5.18 The City agrees to post notice of any vacancies or job openings for a ten (10) calendar day period on a bulletin board available to the employees.

5.19 Helper classifications shall not climb poles or towers or work on energized lines or equipment.

5.20 The installation, connection, termination and maintenance of all underground electrical systems shall be done by Journeyman Linemen, and helpers as needed, and shall be performed under the same working rules as the overhead system.

Rubber gloves shall not be used for working on circuits in excess of 5,000 volts between phases.

Protective equipment and devices shall be installed with hot sticks when used on conductors or equipment energized in excess of 5,000 volts.

5.21 Employees who work in more than one (1) department or classification during any day, shall be paid at the higher rate for time worked rounded to the next full hour.

5.22 Within twelve (12) months after initial hire, bargaining unit employees who may be placed on call shall be required to reside within a thirty (30) minute response time of the City of Monmouth.

ARTICLE 6 – SENIORITY

6.1 Seniority is hereby defined to mean the length of continuous service with the City. When the Department Head is making personnel assignments for the following: (a) holiday work; (b) layoff; (c) overtime; (d) promotions; (e) temporary upgrades; (f) shifts; (g) standby; and (h) vacations; seniority along with ability, qualifications, and department efficiency will be the criteria considered. When management determines that all other factors are equal, seniority will be the determining factor.

6.2 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.

The City shall give all regular employees two (2) weeks' notice of layoff for lack of work. Said employees will provide the City with a current address and telephone number where they may be contacted. Employees, who fail to report for work within 17 calendar days of notification by the City or of reasonable attempts by the City to make such notification, shall forfeit recall rights. Employees being called back to work, after a layoff, shall respond to the City within seven (7) calendar days of receipt of notification of recall informing City of their intent to return.

Nothing included herein shall prohibit the City from hiring qualified temporary replacements until such time as the recalled employee is able to return to work, subject to Article 6, Sections 6.1 and 6.2 and in accordance with Article 2.

ARTICLE 7 – SAFETY RULES

7.1 The safety rules shall be the basic safety code for the State of Oregon (OR OSHA) in the most recent edition, as it may be reviewed from time to time, and shall be made a part of this Agreement as though fully set forth herein.

7.2 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 refusing transformers, or as defined under Oregon Administrative Rules (Workers' Compensation Board) 437-13, Subdivision V. During inclement weather conditions there must not be less than two (2) men on all night call-outs or job assignments, and a Journeyman performing work at night may call out another worker to assist him/her when in his/her opinion it is advisable to do so, provided an attempt has been made to contact the superintendent.

ARTICLE 8 – HOLIDAYS

- 8.1** Contractual holidays are agreed to as follows: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, it shall be observed on the previous Friday.
- 8.2** Holidays will be paid at the regular straight-time rate of pay.
- 8.3** Employees, as a group, may trade holidays with approval of the City Manager.

ARTICLE 9 – VACATION

- 9.1** For employees covered by this Agreement, vacation credit shall accrue on a monthly basis as listed below.

<u>Length of Service</u>	<u>Monthly Accrual</u> <u>Hours</u>	<u>Annual Accrual</u> <u>Hours / Day</u>
1 st and 2 nd Year	6.66	80 / 10
3 rd through 5 th Year	7.33	88 / 11
6 th through 9 th Year	9.33	112 / 14
10 th through 11 th Year	10.66	128 / 16
12 th through 13 th Year	11.33	136 / 17
14 th through 15 th Year	12.00	144 / 18
16 th through 17 th Year	12.66	152 / 19
18 th through 19 th Year	13.33	160 / 20
20 th through 21 st Year	14.00	168 / 21
22 nd through 23 rd Year	14.66	176 / 22
24 th through 25 th Year	15.33	184 / 23
26 th through 27 th Year	16.00	192 / 24
28 th through 29 th Year	16.66	200 / 25
30 th through 31 st Year	17.33	208 / 26

- 9.2** Every employee must take a minimum of forty (40) hours of vacation time each year. Failure to take forty (40) hours of vacation time per year shall result in the City scheduling such time off, at the City's discretion, within six (6) months starting December 31st of each year. If the City fails to schedule said time off, the time can be accumulated per the employee's years in service (paragraphs a, b, & c).

Vacation time is cumulative according to the following schedule:

- Employees who have worked less than five (5) consecutive years may accumulate up to and including 160 hours.
- Employees who have worked five (5) or more, but less than ten (10) consecutive years may accumulate up to and including 200 hours.
- Employees who have worked ten (10) or more consecutive years may accumulate up to and including 240 hours.

It will be up to the discretion of the appropriate department head and City Manager to decide if an employee will be allowed to take this accumulated vacation at one time.

The accrual of vacation hours in excess of limits specified in the schedule above is not valid unless the City prevents the Employee from taking his/her vacation or unless a waiver has been granted by the City Manager.

9.3 Employees who terminate prior to six (6) months receive no vacation credits. Those who terminate after six (6) months, but prior to one (1) year, may receive pay in lieu of credits.

9.4 Vacation may be granted at any time after the first six (6) months of continuous employment, due consideration being given to 1) minimum interference with the City's business, and 2) seniority. All employees must, at least two (2) weeks prior to their requested vacation period, fill out a request form. This proposed vacation must then be approved by the department head, and then authorized by the City Manager. Vacation pay shall be at the employee's regular straight-time rate. Vacation is a right that is earned by the employee. Upon termination of employment, a full-time employee who has completed six (6) calendar months of continuous service shall receive pay for vacation credits accumulated up to the maximum allowable of two hundred forty (240) hours. Termination pay in lieu of vacation shall only be granted when termination is due to layoff, resignation upon at least two weeks' notice or retirement. No pay for accrued vacation shall be allowed in the event termination is due to voluntarily quitting without two (2) weeks' notice to the City Manager, except for reasons beyond the control of the employee.

ARTICLE 10 – SICK LEAVE

10.1 All eligible employees shall accrue sick leave credits at the rate of eight (8) hours per month. Sick leave benefits may be accumulated up to 1,400 hours. Leave without pay may be granted for sickness extending beyond the earned period. Payment of sick leave will be at the employee's regular rate of pay.

Sick leave will be allowed for an occupational illness or injury which prevents an employee from performing the duties of his/her regular job. Sick leave may also be used in case of illness of the employee. Up to three (3) days sick leave per year may be authorized by the Department Supervisor for illness or injury of the employee's immediate family as defined in Section 10.6 Funeral Leave.

10.2 Temporary employees shall not accrue sick leave benefits. All sick leave benefits will cease with the termination of the employee's employment with the City.

10.3 An employee unable to report to work because of illness or injury shall notify his/her department head of his/her absence and the reason therefor, as promptly as his/her available means of communication will permit. No sick leave benefits shall be payable for any period of absence in which an employee shall have failed without good cause to give prompt notice as herein provided. The City, at its discretion, may require a medical examination as validity of a requested sick leave, or a doctor's certification of illness, the cost of which is to be borne by the Employer.

10.4 Any employee found to have abused sickness benefit privileges by falsification or misrepresentation shall thereupon be subject to disciplinary action, reduction or elimination of sick leave benefits, including accumulated sick leave, and shall further restore to the City amounts paid to such employee for a period of such absence, or may be discharged by the City for such falsification or misrepresentation.

10.5 Upon retirement under the Public Employee's Retirement System, an employee's unused accumulated sick leave will be credited to the Public Employee's Retirement Benefits as provided and in accordance with Oregon Revised Statute 238.350 relating to such conversion and as administered by the Public Employee's Retirement System.

10.6 FUNERAL LEAVE – Employees will be given four workdays of paid leave for funerals of immediate family members consisting of the employee's and their spouse's parents, grandparents, children, grandchildren, brothers, sisters and the employee's own spouse.

ARTICLE 11 – RETIREMENT AND INSURANCE

11.1 All employees, whether full-time or part-time, are covered by the benefits of Old Age and Survivors Insurance, commonly known as Federal Social Security. The City contributes a sum equal to that of the employee. The benefits received by an employee, his/her dependents or survivors are set by Federal law. Copies of the benefits are available on request.

11.2 The City will participate and contribute to a retirement plan known as the Public Employees Retirement System of the State of Oregon or the Oregon Public Service Retirement Plan (OPSRP). The City will pay the employees share into their retirement plan, in full. Coverage under this plan will commence upon completion of the probationary period.

11.3 The City will provide each employee term life insurance and accidental death and dismemberment insurance with coverage equal to one and one-half (1.5) times their annual salary.

11.4 All employees, whether full-time or part-time, are covered by the benefits of the State of Oregon Unemployment Insurance Act. The City is responsible for funding the benefits of the unemployment insurance. The benefits received by an employee are set by state law. Copies of the benefit schedule are available upon request.

ARTICLE 12 – HEALTH AND WELFARE PLAN

12.1 Effective January 1, 2018, the health insurance plans available to eligible Employees and their eligible dependents shall be Regence Copay Plan B or Kaiser Copay Plan B, both as offered by CIS. The City shall pay for 97% of the premiums for eligible employees insured under one of these plans; the employees shall pay 3% of the premiums by payroll deduction each month. The parties acknowledge that they do not have control over plan availability or the requirements of the Affordable Care Act (ACA),

but do recognize the potential duty to bargain significant impacts caused by any such changes, should they occur.”

- ✍ **12.2** The City shall pay 97% of the premiums for eligible employees insured under the Blue Cross Dental Plan II; the employees shall pay 3% of the premiums by payroll deduction each month.
- ✍ **12.2.1** The City shall pay 97% of the premiums for eligible employees vision insurance; the employees shall pay 3% of the premiums by payroll deduction each month.
- ✍ **12.3** CITY VEBA CONTRIBUTIONS – The City will contribute equal sums of money each month to VEBA accounts created for eligible employees who are insured under either of the new health plans according to each insured employee’s tier of coverage. The sum of the monthly contributions each year shall equal the *annual* contributions stated below for each tier of coverage.

REGENCE		KAISER	
Employee Only	\$1,335.00	Employee Only	\$490.00
Employee + Child	\$2,200.00	Employee + Child	\$810.00
Employee + Spouse	\$2,200.00	Employee + Spouse	\$810.00
Employee + Children	\$2,675.00	Employee + Children	\$985.00
Employee + Family	\$2,885.00	Employee + Family	\$1,060.00

- R **12.4** The City will provide an IRS Section 125 plan effective January 1, 1997.

ARTICLE 13 – DISABILITY INSURANCE

13.1 All employees, whether full-time or part-time, are covered by Workers’ Compensation Insurance. This insurance plan is administered by the State of Oregon. The City pays a percentage of an employee’s salary on the basis of job classification. The benefits of this insurance cover only job connected injuries, which include doctor bills, hospitalization and lost-time compensation. The amount of benefits is set by the State of Oregon. The City will pay the difference between the Workers’ Compensation and the employee’s normal wage within limits of employee’s accrued sick leave benefits for the same period.

13.2 The City shall provide, at no cost to the Employee, a long-term disability plan. The plan will provide a monthly benefit of 66 2/3% of monthly earnings with a minimum of \$100 per month and a maximum of \$4,666 reduced by deductible income. The employee must meet Standard’s definition of disability for a period of 180 days before benefits become payable. Benefits would begin after a waiting period of 180 days. Plan will cover employee’s regular salary for up to two years if the employee cannot perform his/her own occupation and up to age 65 if employee cannot perform any occupation.

ARTICLE 14 – IMMUNIZATION

14.1 The City of Monmouth provides a preventative medical program, influenza and tetanus shots for all personnel on a voluntary basis.

ARTICLE 15 – JURY DUTY

15.1 Full-time employees will be given time off while serving on a jury. Jury duty shall not be considered as vacation. The City will pay the difference between the jury pay and the employee's normal daily wage. (You may do this by endorsing your jury pay to the City and then draw your normal full pay.)

ARTICLE 16 – MILITARY SERVICE

16.1 Military leave will be granted for up to and including fifteen (15) days with no loss of pay or benefits during the calendar year.

ARTICLE 17 – WAGES

17.1 The following wage schedule is hereby adopted by the City and the Union to be effective July 1, 2019 through June 30, 2022 with retroactive to July 1, 2019.

Effective July 1, 2019 the City will increase wages contained in the schedule below by 5.0%.

Effective July 1, 2020, the contract will increase wages by 3.0%

Effective July 1, 2021 the contract will increase wages by 3.0%.

HOURLY RATES EFFECTIVE:

<u>JOB CLASSIFICATION</u>	<u>% of Lineman</u>	<u>7/1/2018 2.5%</u>	<u>7/1/2019 5.0%</u>	<u>7/1/2020 3.0%</u>	<u>7/1/2021 3.0%</u>
Electrical Foreman	+12% + \$0.25	50.78	53.32	54.91	56.54
Serviceman	+6%	47.83	50.22	51.73	53.28
LINEMAN		45.12	47.38	48.80	50.26
Apprentice Lineman					
6th 6 mos	90%	40.61	42.64	43.92	45.23
5th 6 mos	87%	39.25	41.22	42.46	43.73
4th 6 mos	83%	37.45	39.33	40.50	41.72
3rd 6 mos	80%	36.10	37.90	39.04	40.21
2nd 6 mos	75%	33.84	35.54	36.60	37.70
1st 6 mos	73%	32.94	34.59	35.62	36.69
Line Equipment Operator	80%	36.10	37.90	39.04	40.21
Groundman		30.49	32.01	32.97	33.96
4th 6 mos		27.53	28.91	29.78	30.67
3rd 6 mos		25.05	26.30	27.09	27.90
2nd 6 mos		21.68	22.76	23.44	24.14
1st 6 mos		18.85	19.79	20.38	20.99

17.2 The following wage schedule is hereby adopted by the City and the Union to be effective July 1, 2019 through June 30, 2022, with retroactive to July 2019.

Effective July 1, 2019, the City will increase wages contained in the schedule below by 2.25%.

Effective July 1, 2020, the contract will increase wages by 2.0%.

Effective July 1, 2021, the contract will increase wages by 2.0%.

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATES EFFECTIVE:</u>			
	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/1/2021</u>
	<u>1.75%</u>	<u>2.25%</u>	<u>2.0%</u>	<u>2.0%</u>
Utility Secretary	22.41	22.91	23.37	23.84
5th 6 months	19.75	20.19	20.59	21.00
4th 6 months	17.91	18.31	18.68	19.05
3rd 6 months	16.09	16.45	16.78	17.12
2nd 6 months	14.15	14.47	14.76	15.06
1st 6 months	12.27	12.55	12.80	13.06

17.3 The following wage schedule is hereby adopted by the City and the Union to be effective July 1, 2019 through June 30, 2022, with retroactive to July 2019.

Effective July 1, 2019, the City will increase wages contained in the schedule below by 2.25%.

Effective July 1, 2020, the contract will increase wages by 2.25%.

Effective July 1, 2021, the contract will increase wages by 2.25%.

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATES EFFECTIVE:</u>			
	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/1/2021</u>
	<u>0.75%</u>	<u>0.5%</u>	<u>0.5%</u>	<u>0.5%</u>
Utility Secretary (Medel) ¹	24.38	24.50	24.62	24.74

(1) Employee is currently being paid above the pay range for this position. At such time that the pay rate for this employee is within the range of the Utility Secretary position, this section will be no longer needed and will be eliminated.

17.4 The following wage schedule is hereby adopted by the City and the Union to be effective July 1, 2019 through June 30, 2020, with retroactive to July 1, 2019.

Effective July 1, 2019, the City will increase wages contained in the schedule below by 2.25%.

Effective July 1, 2020, the contract will increase wages by 2.0%.

Effective July 1, 2021, the contract will increase wages below by 2.0%.

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATES EFFECTIVE:</u>			
	<u>7/1/2018</u> <u>1.75%</u>	<u>7/1/2019</u> <u>2.25%</u>	<u>7/1/2020</u> <u>2.0%</u>	<u>7/1/2021</u> <u>2.0%</u>
Public Works Foreman +12% PWT	28.52	29.15	29.74	30.33
Public Works Technician	25.46	26.03	26.55	27.08
4th 6 mos	23.09	23.61	24.08	24.56
3rd 6 mos	20.74	21.21	21.63	22.06
2nd 6 mos	18.25	18.66	19.03	19.41
1st 6 mos	15.79	16.15	16.47	16.80
System Specialist	27.48	28.10	28.66	29.23
4th 6 mos	24.93	25.49	26.00	26.52
3rd 6 mos	22.41	22.91	23.37	23.84
2nd 6 mos	19.72	20.16	20.56	20.97
1st 6 mos	17.06	17.44	17.79	18.15

☞ **17.4.1** CERTIFICATION PAY

Employees who have passed probation and who possess valid State certificates not required by the employee's job description shall receive one-half percent (1/2%) additional pay, based on base wage, for each additional certificate, with a maximum of two percent (2%). Specifically, the City approved certificates are Water Treatment, Water Distribution, Wastewater Treatment, Wastewater Collection, Backflow Tester, and Public Pesticide Applicator.

☞ **17.4.2** Upon ratification, the City agrees to pay a two-hundred dollar (\$200) annual boot allowance to Public Works Field workers.

ARTICLE 18 – MANAGEMENT RIGHTS

18.1 The City shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department; determining the levels of service and methods of operation, including subcontracting and introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause; to determine the work schedules; and assign work and any other such rights not specifically referred to in this Agreement.

18.2 When the City has reasonable grounds to believe that an employee is under the influence of intoxicants or any nonprescribed controlled substance at work, the City may require the employee to immediately submit to a blood test and/or urinalysis. These tests will be conducted in a laboratory mutually agreed upon, in advance, by the City and the Union.

A refusal to immediately submit to any such test may result in disciplinary action which may include suspension and/or termination.

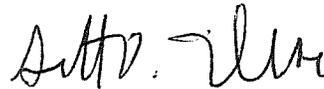
18.3 Nothing in this Agreement shall prevent the City from making reasonable accommodations required under applicable legislation (i.e., ADA, Title VII, etc.).

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

CITY OF MONMOUTH



Travis Eri, Business Manager



Scott McClure, City Manager

Date: 8/12/19

Date: 8-13-19

Note:

- ✍ Indicates language change
- R Renumbering of section