

RESOLUTION NO. 2023-32

**RESOLUTION AUTHORIZING EXECUTION OF A LABOR AGREEMENT BETWEEN
THE CITY OF FOREST GROVE AND INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS (IBEW), LOCAL 125
EFFECTIVE JULY 1, 2023 AND EXPIRING JUNE 30, 2026**

WHEREAS, representatives of the City of Forest Grove and International Brotherhood of Electrical Workers (IBEW) have met in good faith and negotiated a labor agreement between both parties effective July 1, 2023 through June 30, 2026; 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:

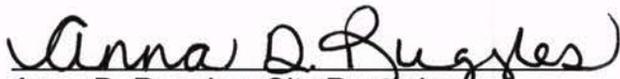
Section 1: That the City Manager is authorized to execute the attached labor agreement (exhibit A) between the City of Forest Grove and IBEW.

Section 2: That the compensation plan contained in this agreement is approved, effective July 1, 2023, and expiring June 30, 2026.

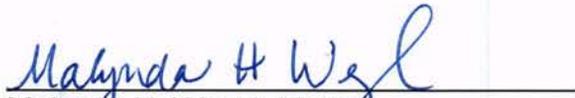
Section 3: That the fringe benefits contained in this agreement are approved, effective July 1, 2023, and expiring June 30, 2026.

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

PRESENTED AND PASSED this 26th day of June, 2023.


Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 26th day of June, 2023.


Malynda H. Wenzl, Mayor



A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>D. 1. (Added)</u>
MEETING DATE:	<u>06.26.2023</u>
FINAL ACTION:	<u>RESO 2023-32</u>

CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Jesse VanderZanden, City Manager
Ashley Driscoll, City Attorney*

MEETING DATE: *June 26, 2023*

SUBJECT TITLE: *Report on Resolution Adopting the Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Effective July 1, 2023 through June 30, 2026*

ACTION REQUESTED:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Order	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Informational
--------------------------	------------------------------------	--------------------------------	------------------------------------------------	---------------------------------	----------------------------------------

X all that apply

BACKGROUND:

The current labor agreement between the City of Forest Grove and the International Brotherhood of Electrical Workers (IBEW) expires June 30, 2023. The parties have reached tentative agreement on a collective bargaining agreement, which is attached as Exhibit A. It has been ratified by the International Brotherhood of Electrical Workers Local 125 members and needs Council approval prior to becoming effective. The substantive collective bargaining agreement modifications are as follows:

- Three year agreement.
- Wage increases were bargained for all classifications covered by the agreement on July 1 of each year of the contract as follows:
 - July 1, 2023: 8% wage increase for all employees employed in a Journeyman level classification and all bargaining unit classifications whose wage rates are tied by percentage to the Journeyman Lineman classification; and a 5% wage increase for all other classifications
 - July 1, 2024 - 4% general wage increase for all classifications
 - July 1, 2025 – 3.5% general wage increase for all classifications
- A service recognition/retention program for all employees that provides monetary credits per year of service (\$500 per year through 5 years; \$1,000 per year for 6 – through 10 years) that will be paid in a lump sum by the City into the employee’s VEBA account upon completion of 5 and 10 years of service. The credits are forfeited if the employee leaves the City’s employment before they reach the 5 and/or 10 years of service requirement. Thereafter, \$1,000 will be contributed to the employee’s VEBA account for each year of service on the employee’s anniversary date.

STAFF RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to execute the collective bargaining agreement outlined in Exhibit A made between the parties for the term July 1, 2023 through June 30, 2026.

FISCAL IMPACT:

The monetary terms of the agreement are within the parameters that were set by the City Council.

ATTACHMENT(s):

Resolution

Exhibit A: Collective Bargaining Agreement between the City of Forest Grove and the International Brotherhood of Electrical Workers.

AGREEMENT

BETWEEN

CITY OF FOREST GROVE

AND

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 125**

JULY 1, 2023 THROUGH JUNE 30, 2026

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
ARTICLE 1	RECOGNITION.....	1
ARTICLE 2	DURATION OF AGREEMENT	2
ARTICLE 3	MANAGEMENT RIGHTS	2
ARTICLE 4	UNION SECURITY AND PAYROLL DEDUCTION	2
ARTICLE 5	EMPLOYEE RIGHTS.....	3
ARTICLE 6	STRIKE AND LOCKOUT	3
ARTICLE 7	DISCHARGE, SUSPENSION, WARNING.....	3
ARTICLE 8	PAID TIME AND HOURS OF WORK	4
ARTICLE 9	PAID MEALS.....	6
ARTICLE 10	HOLIDAYS	7
ARTICLE 11	VACATION	7
ARTICLE 12	APPROVED ABSENCE.....	8
ARTICLE 13	PROBATIONARY PERIOD.....	10
ARTICLE 14	INDUSTRIAL ACCIDENT.....	10
ARTICLE 15	SAFETY.....	11
ARTICLE 16	CLOTHING AND TOOLS	11
ARTICLE 17	SENIORITY.....	12
ARTICLE 18	OUTSIDE EMPLOYMENT.....	13
ARTICLE 19	WORKING RULES – MISCELLANEOUS PROVISIONS	13
ARTICLE 20	GRIEVANCE PROCEDURES	16
ARTICLE 21	AGENTS OF THE UNION	17
ARTICLE 22	SAVINGS CLAUSE.....	17
ARTICLE 23	SUBCONTRACTING	17
ARTICLE 24	SCOPE OF AGREEMENT	18
ARTICLE 25	HEALTH AND WELFARE.....	18
ARTICLE 26	LONG TERM DISABILITY INSURANCE	19
ARTICLE 27	RETIREMENT PLAN	19
ARTICLE 28	LIFE INSURANCE	20
ARTICLE 29	DEFERRED COMPENSATION	20
ARTICLE 30	CLASSIFICATION AND WAGES.....	20

AGREEMENT

The CITY OF FOREST GROVE, Oregon, hereinafter referred to as “the City”, and LOCAL 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).

1.3 It is recognized that supplementary written Agreements which have been signed by appropriate representatives from the City and the Union may exist regarding points not covered in this Agreement and it is the intent that they be and remain in force until otherwise terminated or changed by mutual agreement.

 **1.4** Gender-specific terms are not intended to be discriminatory but are the historical terms used to describe certain positions.

ARTICLE 2

DURATION OF AGREEMENT

✍ **2.1** This Agreement shall remain in full force and effect from upon ratification, up to and including June 30, 2026, 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 AND PAYROLL DEDUCTION

4.1 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.

4.2 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.

4.3 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 Sections 4.1 and 4.2. 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.

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 WORK SCHEDULES – Three (3) work schedules are recognized under this Agreement: a 5-8 work schedule, a 9/80 work schedule, and a 4-10 work schedule; with an unpaid lunch period of thirty (30) minutes or one (1) hour midway through the shift depending on their work schedule. Each employee shall also be allowed a rest break not to exceed fifteen (15) minutes, approximately midway in each half shift, the time of which shall count as time worked. Management will determine where breaks are taken. 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. At the discretion of the Light and Power Director and based on the needs of the City and services to the public, the following work schedules shall be available:

8.2 5-8 WORK SCHEDULE – The standard workweek shall consist of five (5) consecutive eight (8) hour workdays, Monday through Friday. Hours of work will normally start between 7:00 a.m. and 8:00 a.m. and end between 3:30 p.m. and 5:00 p.m.

8.3 4-10 WORK SCHEDULE – The workweek shall consist of four (4) consecutive ten (10) hour workdays, Monday through Thursday or Tuesday through Friday by mutual agreement between the City and Shop Steward. Hours of work will normally start between 7:00 a.m. and 7:30 a.m. and end between 5:30 p.m. and 6:00 p.m. with an unpaid thirty (30) minute lunch period midway through the shift.

8.4 9/80'S WORK SCHEDULE – The workweek will be defined as seven consecutive calendar days beginning at 12:01 p.m. on Monday and ending the following Monday at 12:00 Noon or beginning at 12:01 p.m. Friday and ending on the following Friday at 12:00 Noon. This alternate workweek schedule will consist of four consecutive nine (9) hour shifts in a forty (40) hour work period followed by four consecutive nine (9) hour shifts and one eight (8) hour shift in a forty (40) hour work period during a fourteen (14) day, eighty (80) hour work period. The Light and Power Director shall designate which schedule employees are authorized to work, including staggering which days off employees will have based on the needs of the department.

8.5 Changes in the normal hours of work for the summer and/or winter 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.

- R **8.6** When an employee reports for overtime work four (4) hours or more before the beginning of their regular shift, and works uninterrupted into their regular shift, they 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.
-  **8.7** Work in excess of (8) eight hours on a 5-8 schedule or ten (10) hours on a 4-10 schedule per day or forty (40) hours in any workweek, shall be considered overtime. Work in excess of nine (9) hours on a normally scheduled nine (9) hour shift, or more than eight (8) hours on a normally scheduled eight (8) hour shift while on a 9/80's work schedule shall be considered overtime. Hours worked in excess of forty (40) hours in any designated 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 at two (2) times the regular rate of pay. A minimum of two (2) hours plus one-half (½) hour drive time will be paid for all scheduled and unscheduled after-hours work, except work contiguous to the end of the regular shift which shall be compensated at two times (2x) the regular rate of pay for the time actually worked. More than one (1) callout in a two (2) hour period shall be treated as a single callout. Employees shall be paid at the overtime rate for all time worked outside of their regular shift or workday 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 twelve (12) month rolling accumulation and posted for each pay period.
- R **8.8** Employees will be compensated for time actually worked or a minimum of one-half (½) hour at the overtime rate if they are called outside of normal work hours when not in a standby duty status and they resolve the issue.
- a. If the call requires the employee to be called out to respond, the one-half (1/2) hour of pay under this section will not be paid, but the employee will receive callout pay in accordance with Section 8.7 above.
 - b. If the employee does not answer the call, does not resolve the issue, or refuses to respond to the incident that initiated the call, if appropriate, the employee will not receive the one-half (½) hour of pay under this section.
- R **8.9** When emergency response conditions occur, attempts will be made to contact all required personnel per the standby duty or overtime equity list. When all attempts have been exhausted and emergency response personnel are still needed due to life or property being in danger, management may declare a mandatory emergency response condition and require personnel to respond within a reasonable time.
-  **8.10** 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. Under mutual aid work conditions, all overtime worked shall be paid and will not be eligible to be banked as compensatory time-off with the exception of probationary employees. Under normal circumstances compensatory time off requests need to be initiated a minimum of three (3) days prior to the requested date. Compensatory time-off accumulation shall be capped at forty-eight (48) hours.

R **8.11** The overtime pay of any employee called from home for overtime work shall be time worked plus one-half (½) hour for travel time.

✍ **8.12** Non-mandatory/voluntary attendance at conferences, conventions, or training session attendance, which are paid at City expense, will be paid at the regular rate, not to exceed eight (8) hours on a 5-8 schedule, nine (9) hours on a 9/80 schedule or ten (10) hours on a 4-10 schedule in a workday. The City has the right to change the regular workday schedule for training purposes.

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 mealtime, and any other overtime worked which continues into or through a designated mealtime, 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, they shall be paid for one (1) hour at the straight time rate in addition to their 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 twenty-four (24)-hour period.

9.2 Designated mealtimes for the purposes of Article 9 are defined as 6:30 to 7:00 a.m. for breakfast and shall be paid at the rate of ten dollars (\$10.00), Noon to 12:30 p.m. for lunch at the rate of fifteen dollars (\$15.00), 6:00 to 6:30 p.m. for dinner at the rate of thirty dollars (\$30.00), and Midnight to 12:30 a.m. for the midnight meal at the rate of thirty dollars (\$30.00). Meal breaks, if taken, during designated mealtimes, 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 (1) hour or delay it one (1) 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. Presidents’ Day, Day, Memorial Day, Juneteenth, 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. Holiday pay shall be based on eight (8) hours for full-time employees. Employees who are working a 9/80’s schedule who are normally scheduled to work more than eight (8) hours on a paid holiday shall use other appropriate paid leave to supplement holiday pay for the additional hours.

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

10.3 When a holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday fall on a Saturday, it shall be observed on the previous Friday.

10.4 HOLIDAYS ON 4-10 SCHEDULE – Employees assigned to a 4-10 schedule shall be reassigned to a 5-8 schedule on any week that includes a paid legal holiday, not to include personal holidays.

ARTICLE 11

VACATION

11.1 All employees who have completed six (6) 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>
0 mos. – 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 with the prior approval of the Director or their designee. Under normal circumstances leave requests need to be initiated a minimum of three (3) business days prior to the request date.

11.6 Employees may not take vacation time in increments of less than 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 from the Defined Benefit Plan, the cap shall remain at one thousand (1000) hours. Once an employee’s sick leave accrual reaches one thousand (1000) hours, the cash equivalent of two (2) hours of sick leave accrued will automatically be paid into the employee’s VEBA account each month as long as the employee’s accrued sick leave balance remains at the one thousand (1000) hours after the two hours are paid into the employee’s VEBA account. (See Article 25 for more information on the VEBA)

When employees are terminated, all accrued sick leave credits shall be canceled. If an employee leaves employment for reasons other than retirement and is rehired within 180 days, the employee’s previously accrued sick leave balance at the time of termination of employment will be restored.

Employees shall be eligible to use their sick leave hours for the following reasons:

- For an employee’s mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care (every effort shall be made to schedule medical/dental appointments outside of normal working hours).
- For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care. For the purpose of this article, family member is defined in accordance with ORS 659A.150 as the spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis.
- Any other purpose covered by the Oregon Family Leave Law (ORS 659A.159).
- For a purpose specified in Oregon’s Domestic Violence, Sexual Assault or Stalking.
- Leave Law (ORS 659A.272).

- In the event of a public health emergency, including but not limited to:
 - (a) Closure of the employee’s place of business, or the school or place of care of the employee’s child, by order of a public official due to a public health emergency;
 - (b) A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or
 - (c) The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

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.

12.1.1 For employees covered by the City’s Defined Benefit Plan, 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%

For employees covered by Oregon Public Retirement System (PERS), sick leave conversion will be in accordance with PERS rules.

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.

Oregon Family Leave Act (OFLA) BEREAVEMENT LEAVE (unpaid). Employees may request additional time off (up to 2 weeks in total) as allowed by the state OFLA provisions effective January 1, 2014. Bereavement Leave taken under the provisions of Section 12.2, will be combined and credited against the employee’s 12 weeks of family leave allowed under OFLA. All of the rules for requesting,

accounting for and accruing OFLA leave as incorporated into the City of Forest Grove Employee Handbook will apply.

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 one (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 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 \$600.00 for all classifications within the Bargaining Unit. All purchases must be approved by the City. Fifty percent (50%) or less of unused portions of the allowance can carry over to the next year, with a maximum of \$300.00. Personal use of City reimbursed clothing is not allowed. If an employee voluntarily or involuntarily terminates employment while on probation, all city-supplied clothing must be returned to the City prior to the employee's final day of employment. If an employee does not return any clothing, the employee will be issued an invoice for the value of the unreturned items.

16.1.1 Upon ratification, the City agrees to reimburse employees who are employed in the Journeyman Lineman, Journeyman Tree Trimmer, and Apprentice Lineman classifications and whose job responsibilities require climbing an annual allowance of up to three hundred dollars

(\$300.00) for the purchase or rebuild of boots. All other employees will be allowed reimbursement of up to two hundred dollars (\$200.00) for the purchase or rebuild of boots annually.

Employees may elect to carry over the equivalent dollar amount of the annual boot allowance to the next calendar year only. For example, an employee who receives a three hundred dollar (\$300.00) annual boot allowance may carry that amount over to the next calendar year and spend up to six hundred dollars (\$600.00) that year. Under no circumstance will an employee receive reimbursement for more than twice their annual boot allowance in a two (2) year period.

16.2 The City shall furnish replacement tools as they are lost, stolen or worn out. All equipment purchased by the City will be stored on City property. If an employee voluntarily or involuntarily terminates employment while on probation, all city-supplied tools must be checked back into the City prior to the employee's final day of employment. If an employee does not return any tool, the employee will be issued an invoice for the value of the unreturned items.

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 three hundred and twenty-five dollars (\$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 As opportunities for promotion occur within positions represented by IBEW, they shall be advertised for bid on the bulletin board of the Light and Power office for a minimum of five (5) business days. Employees requesting consideration must submit application materials pursuant to the terms of the bid listing.

In the event that there are less than three (3) qualified employees who submit a written application by the deadline listed for a bid, the City may, at its sole discretion, open the bid for outside application (either within the City or open to the public).

It is mutually understood and agreed by the parties hereto that, because of the City's management responsibilities, the City must be the final judge of the employee's qualifications for employment and promotion. The City may rely on the employment application, examinations of knowledge, skill, and/or ability, records of past performance, and/or other documentation contained in the employee's personnel file to determine suitability for promotion. Employees shall have the right to a meeting with the City on any differences of opinion as to their

qualification to be considered to fill a new position or vacancy in classifications covered by this Agreement.

If the City promotes one of the top three (3) senior employees who submitted a bid application, such selection shall not be subject to the grievance procedure.

Promotional appointments shall comply with the language contained in Section 13.2 regarding return of probationary employees to their former position during the six (6) month probationary period without recourse to the grievance procedure.

17.3 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; or for utility disconnects or reconnects on weeknights.

 **19.2.1** Standby duty shall be performed by journeyman linemen, or apprentices who have reached a stage of their apprenticeship where they can work on primary-voltage conductors and apparatus. Standby duty for utility disconnects and/or reconnects may be assigned to employees in the meter reader or utility worker classifications. Work assignments for standby shall be made on a rotating basis from week to week.

19.2.2 Qualified journeyman lineman standby crews, as defined in Section 19.2.1 above, 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. The City agrees to compensate employees assigned to standby duty four (4) hours on the overtime schedule per person per holiday.

Meter readers or utility workers who are assigned to standby duty by their supervisor will receive one-fourth (¼) of an hour of their overtime rate per person for every four (4) hour period of standby duty. 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 supervisor 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.

 **19.11** SPANISH LANGUAGE FLUENCY PREMIUM PAY

 **19.11.1** Level I: The City shall designate positions that shall be eligible to receive one hundred fifty dollars (\$150.00) per month for full-time employees and a pro-rated amount for part-time employees as a Spanish language fluency premium.

The City will use the following criteria when designating eligible positions:

1. Positions require public contact and continued eliciting and explaining information in Spanish, or those that are in a work location where there is a demonstrated need for Spanish language translation in providing services to the public; and
2. The City shall have the right to limit the number of positions eligible for the Spanish-language premium based on actual need.

 **19.11.2** Level II: Subject to approval by the Department Director, employees who hold positions which either have limited public contact, and/or may have high public contact but do not require continued eliciting and explaining information in Spanish shall be eligible to receive fifty dollars (\$50.00) per month for full-time employees and a pro-rated amount for part-time employees as a Spanish language premium.

 **19.11.3** In order to begin receiving either Spanish language fluency premium outlined in 19.11.1 or 19.11.2 above, employees must:

1. Make request in writing to immediate supervisor to receive Spanish premium pay and receive written approval from Department Director;
2. Demonstrate fluency in speaking and reading Spanish as evidenced by a testing process and at a competency level determined by the City;

3. Pass future Spanish fluency tests to maintain premium on schedule set by the City, but no more frequently than annually.

✍ **19.11.4** Employees who are eligible for Spanish language fluency premium pay will begin receiving the premium the first of the month following all the conditions in 19.11.3 above being met.

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 their 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 their 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 their 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 their dependents comparable to Blue Cross Copay Plan B, PPP, Rx 4 medical insurance, Dental II dental insurance, and VSP vision insurance through the CIS Trust. The City shall also offer Kaiser Copay Plan B medical, prescription, vision, and dental insurance as an alternative to Blue Cross. The City agrees to contribute to the employee's health insurance coverage an amount equal to ninety-five percent (95%) of the Blue Cross medical and vision premium costs and ninety-five percent (95%) of the Kaiser medical and vision premium cost. The City's dental plan premium contribution for full-time employees shall be set at ninety-five percent (95%) of the full premium cost of the Dental II dental plan premium cost.

The City's premium for part-time employees shall be fifty percent (50%) of the caps established for full-time employees.

The City has established 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 contributions to each employee's 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 as outlined below:

Effective January 1, 2024:

Employee only:	\$880 annually
Employee plus one:	\$1760 annually
Employee plus two or more:	\$2,640 annually

25.2 Upon retirement from the City service, employees may elect to continue their group medical insurance coverage at their expense.

- ✍ **25.3** Both the employee and the City will contribute to Paid Leave Oregon at the percentages established in ORS 657b.150. The City will not pick up the employee’s portion.

ARTICLE 26

LONG TERM DISABILITY INSURANCE

26.1 The City shall provide long-term disability insurance, which after a ninety (90)-day waiting period provides a maximum of sixty-six and two-thirds percent (66 ⅔%) of basic monthly salary up to a maximum of \$5,000 per month up to age 65 or until the employee is able to return to work. Premium costs shall be paid in full by the City.

ARTICLE 27

RETIREMENT PLAN

27.1 The City shall afford members participation in one of the following retirement programs based on eligibility as outlined below:

- A. The City of Forest Grove Defined Benefit Retirement Plan for all regular, full-time employees employed before the effective date of the Oregon PERS coverage agreement outlined in B. below. 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. The City shall endeavor to ensure total contributions to the retirement plan meet actuarial requirements. Employees who terminate prior to being eligible for vesting rights shall receive one single payment pursuant to Article XII (12) of the City of Forest Grove Retirement Plan.
- B. Oregon Public Employee’s Retirement System (PERS) for all employees hired on or after the effective date of the Oregon PERS coverage agreement. The City shall pay the employee’s contribution to that Plan. Retirement benefits will be determined by PERS.

- ✍ **27.2** The amendments to the City of Forest Grove Defined Benefit 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:

Stickles, James

27.3 An employee eligible to receive disability retirement under the City’s Defined Benefit Plan who is also receiving Workers’ Compensation, shall have their 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.

Disability benefits for employees covered by PERS will be in accordance with PERS rules.

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 Wage increases for classifications will be effective July 1, 2023. All other terms will be effective at time of adoption or as stipulated in the CBA.

Effective July 1, 2023, all employees employed in a Journeyman level classification and all bargaining unit classifications whose wage rates are tied by percentage to the Journeyman Lineman classification will receive a wage increase of 8%; and all employees employed in the Mechanic, Project Design Technician, Senior Utility Worker II, Senior Utility Worker, and Meter Reader classifications shall receive a wage increase of 5%.

Effective July 1, 2024, all employees shall receive a general wage increase of 4%.

Effective July 1, 2025, all employees shall receive a general wage increase of 3.5%.

HOURLY RATE EFFECTIVE:	7/1/2022	7/1/2023	7/1/2024	7/1/2025
CLASSIFICATION	<u>2.50%</u>	<u>8.0%</u>	<u>4.0%</u>	<u>3.5%</u>
General Foreman – 117% ¹	64.65	69.83	72.62	75.16
Line Foreman – 115% ¹	63.55	68.63	71.38	73.88
Line Working Foreman – 110% ¹	60.79	65.65	68.28	70.66
Foreman – Upgrade Pay – 110% ¹	60.79	65.65	68.28	70.66
Meter Relay Foreman – 113% ¹	62.44	67.44	70.14	72.59
Meterman Working Foreman – 110% ¹	60.79	65.65	68.28	70.66
Lead Substation				
Meter Relay Technician – 107% ¹	59.13	63.86	66.41	68.74
Lead Meter Relay Technician – 107% ¹	59.13	63.86	66.41	68.74
Serviceman – 105% ¹	58.02	62.66	65.17	67.45
Journeyman Lineman Estimator – 100% ¹	55.26	59.68	62.07	64.24
Journeyman Lineman	55.26	59.68	62.07	64.24
Journeyman Meterman – 100% ¹	55.26	59.68	62.07	64.24

HOURLY RATE EFFECTIVE:	7/1/2022	7/1/2023	7/1/2024	7/1/2025
CLASSIFICATION	<u>2.50%</u>	<u>8.0%</u>	<u>4.0%</u>	<u>3.5%</u>
Apprentice, 7 th – 90% ¹	49.73	53.71	55.86	57.82
Apprentice, 6 th – 84% ¹	46.42	50.13	52.14	53.96
Apprentice, 5 th – 80% ¹	44.21	47.74	49.66	51.39
Apprentice, 4 th – 76% ¹	42.00	45.36	47.17	48.82
Apprentice, 3 rd – 73% ¹	40.34	43.57	45.31	46.90
Apprentice, 2 nd – 70% ¹	38.68	41.78	43.45	44.97
Apprentice, 1 st – 65% ¹	35.92	38.79	40.35	41.76
Pre-Apprentice Lineman – 65% ¹	35.92	38.79	40.35	41.76
Groundman – 65% ¹	35.92	38.79	40.35	41.76
Journeyman Tree Trimmer Foreman	49.73	53.71	55.86	57.82
Journeyman Tree Trimmer	44.19	47.73	49.64	51.38
Apprentice, 4 th – 90% ²	39.77	42.96	44.68	46.24
Apprentice, 3 rd – 84% ²	37.12	40.09	41.70	43.16
Apprentice, 2 nd – 80% ²	35.35	38.18	39.71	41.10
Apprentice, 1 st – 76% ²	33.58	36.27	37.73	39.05
HOURLY RATE EFFECTIVE:	7/1/2022	7/1/2023	7/1/2024	7/1/2025
CLASSIFICATION	<u>2.50%</u>	<u>5.0%</u>	<u>4.0%</u>	<u>3.5%</u>
Project Designer	44.95	47.20	49.09	50.81
Project Design Technician, 7 th – 90% ⁴	40.46	42.48	44.18	45.73
Project Design Technician, 6 th – 84% ⁴	37.76	39.65	41.24	42.68
Project Design Technician, 5 th – 80% ⁴	35.96	37.76	39.27	40.65
Project Design Technician, 4 th – 76% ⁴	34.16	35.87	37.31	38.62
Project Design Technician, 3 rd – 70% ⁴	31.47	33.04	34.36	35.57
Project Design Technician, 2 nd – 65% ⁴	29.22	30.68	31.91	33.03
Project Design Technician, 1 st – 60% ⁴	26.97	28.32	29.45	30.49
Mechanic, After 4 years	33.76	35.45	36.87	38.16
Mechanic, After 3 years	32.69	34.32	35.69	36.94
Mechanic, After 2 years	31.57	33.15	34.48	35.69
Mechanic, After 1 year	30.27	31.78	33.05	34.21
Mechanic, After 6 months	28.65	30.08	31.28	32.37
Mechanic, Start	26.99	28.34	29.47	30.50
Sr. Utility Worker II – 107% ³	38.23	40.15	41.75	43.22
Sr. Utility Worker, Thereafter	35.73	37.52	39.02	40.39
Sr. Utility Worker, After 6 months	32.13	33.74	35.09	36.32
Sr. Utility Worker, Start	28.47	29.89	31.09	32.18
Meter Reader, Thereafter	31.54	33.12	34.44	35.65
Meter Reader, After 6 months	26.77	28.11	29.23	30.25
Meter Reader, Start	22.60	23.73	24.68	25.54

¹All percentages reflect on a percentage of the Journeyman Lineman's rate of pay.

²All percentages reflect on a percentage of the Journeyman Tree Trimmer rate of pay.

³All percentages reflect on a percentage of the Sr. Utility Worker, Thereafter rate of pay.

⁴All percentages reflect on a percentage of the Project Designer rate of pay.

 **30.2** Each employee shall be paid at one (1) of the steps of the range prescribed for their 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, they 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.

30.3 Apprentices, as part of their apprenticeship completion, will take the IBEW Local 125 Journeyman exam.

 **30.4** GENERAL FOREMAN – Is a supervising employee under that direction of the director who: (a) is a qualified experienced Journeyman Lineman; (b) plans, schedules, and supervises the work of the line crews, and others as assigned, in the day-to-day operation, maintenance, and construction of the City's transmission and distribution facilities. The General Foreman will also be required to perform other duties as assigned for which they are qualified.

The General Foreman will be required to take supervisory outage calls from the City answering/dispatch service during off hours and approve dispatch of crews of outage work as necessary. Normal pay rates per Article 8 referencing no response needed calls will apply, except all related calls will be treated as one call.

A General Foreman's regular work schedule shall be agreed to by the City. However, it is understood that they will be expected to work overtime as needed to fulfill job responsibilities. Normal overtime and call time rates per Article 8 apply for these responsibilities. However, standby will not be offered or allowed for this position. The General Foreman will be placed at the bottom of the overtime list and called last regardless of the amount of overtime hours accumulated.

Since the General Foreman position is for the purpose of directing City line crews work on City equipment, the General Foreman will not be allowed to go to the assistance of other utilities for "mutual aid" unless they are the last to be sent and then only with prior management approval.

The General Foreman may be required to engage in the manual work of the trade. Regular Foreman positions and upgrades will not be foregone by others when this occurs. Temporary upgrades to General Foreman for vacation and sick relief will be at management's discretion. If a temporary upgrade is needed, the City may assign an employee per Article 17. A General Foreman is not required to hire, fire, or discipline employees.

✍ **30.5 SERVICE RECOGNITION** – In order to recognize years of service to the City and community, the City shall provide the following longevity program based on years of service as effective upon ratification of the agreement:

1 – 5 years of service – Employees will be credited with \$500 toward a lump sum VEBA contribution for each completed year of service through five years of service payable when they reach five years of service, not to exceed \$2,500. This benefit will be forfeited if the employee leaves the City’s employment before the employee has completed five years of service.

6 – 10 years of service – Employees will be credited with \$1,000 toward a lump sum VEBA contribution for each completed year of service 6-10 years of service payable when they reach 10 years of service, not to exceed \$5,000. This benefit will be forfeited if the employee leaves the City’s employment before the employee has completed 10 years of service.

11+ years of service – Employees will receive an annual \$1,000 lump sum VEBA contribution on their anniversary date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2023.

IBEW LOCAL 125

CITY OF FOREST GROVE

Travis Eri
Business Manager

Jesse VanderZanden
City Manager

✍ Indicates language change

R Indicates renumbering of section, no language change