WORKING AGREEMENT

BETWEEN

CITY OF MYRTLE CREEK

AND

Local Union No. 659
International Brotherhood of Electrical Workers

July 1, **2023**–June 30, **2026**

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Article 1- Recognition

Section 1.1- The City recognizes the Union as the sole collective bargaining agent for employees in all regular full-time clerical, maintenance, and production classifications at the City, excluding employees represented by other labor organizations, custodian(s), meter reader(s), park summer maintenance technician(s), part-time employees working less than one-hundred and twenty (120) days per year, regular part-time employees working less than twenty (20) hours per week and supervisory and confidential employees.

Full time employees are regular full-time employees working forty (40) hours per week in a budgeted 1.0 FTE position.

Regular part-time long-term employees working twenty (20) hours or more per week will receive benefits on a pro-rated basis based on the number of hours worked per month.

Article 2- Union Security

Section 2.1- Membership or non-membership in the Union shall be the sole decision of employees covered by this Agreement. New hires who become members of the Union shall make their first monthly payment within thirty-one (31) days of their date of hire.

Any employee covered by this Agreement may, at any time after hiring or transfer into the Bargaining Unit, apply to become a member of the Union, and may voluntarily sign a check-off authorization form, authorizing the City to deduct from his or her wages, and to remit to the Union, the normal and usual dues required by the Union. In addition, any employee who chooses not to join the Union may agree to tender a fee to the Union and, by voluntarily signing a check-off authorization form, may authorize the City to deduct and remit to the Union an amount in fees established by the Union, not to exceed the amount of monthly dues and fees required of "BA" members. Once provided with a copy of the employee's authorization form, the City shall deduct and remit to the Union monthly such dues and/or fees, unless and until the employee revokes his or her authorization in writing.

Section 2.2- Upon written authorization signed by an employee in the bargaining unit, the City will, during the term of this Agreement, deduct and remit monthly to the Business Manager of IBEW Local 659 the normal and

usual dues uniformly required of its members. The Union agrees to notify the City in writing of the monthly dues/fees amount to be withheld. Such authorization for monthly dues/fees deduction may be revoked by the employee in writing at any time.

Section 2.3- The Union will indemnify, defend, and hold the City harmless against any claims made and/or against any suit instituted against the City as a result of any City action taken or omission made pursuant to the provisions of this article.

Section 2.4: Shop Steward- The parties agree to have one (1) shop steward, as appointed by the Union, for this bargaining unit. The shop steward may, during regular work hours, reasonably attend to the duties of labor relations such as:

(a) Investigate and process grievances and other workplace-related complaints on behalf of the Union;
(b) Attend investigatory meetings and due process hearings involving represented employees;
(c) Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving this agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
(d) Act as a representative of the Union for employees within the bargaining unit for purposes of collective bargaining;
    a. One additional bargaining unit employee may be appointed by the union to represent the bargaining unit for purposes of collective bargaining, the Union shall, upon receipt of invoice, reimburse the City for the wages for such additional employee;
(e) Attend labor-management meetings, along with the Union representative, which are held to discuss employment relations matters;
(f) Provide information regarding this collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees;
(g) Testify in a legal proceeding in which the shop steward has been subpoenaed as a witness.

The parties agree to meet and confer with the Union representative if perceived that the shop steward is exceeding the reasonable use of time.

The shop steward will give reasonable notice to the Supervisor when performing duties under this section.

The shop steward may request reasonable time off, using vacation or compensatory time off or leave without pay, to attend Union trainings not to exceed five days a year.

Section 2.5: Reasonable Access- The parties agree to allow the union representative or shop steward reasonable access to employees within the bargaining unit.

For purposes of newly hired employees in the bargaining unit, reasonable access includes, but is not limited to:

(a) The right to meet with new employees, without loss of employee compensation or leave benefits; and
(b) The right to meet with new employees within thirty (30) days from date of hire for a period of up thirty (30) minutes, during new employee orientation or if the public employer does not conduct new employee orientations, at individual or group meetings.

For purposes of employees in the bargaining unit who are not new employees, reasonable access includes, but is not limited to:

(a) The right to meet with employees during the employees regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and
(b) The right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

Section 2.6: Bargaining Unit Information- The Union shall provide the City with a list identifying employees who have provided authorization for the City to make deductions from the employees' wages to pay dues, fees and other assessments or authorized deductions. An updated list shall be provided, every one hundred and twenty (120) calendar days, if requested by the City during each one-hundred and twenty (120) day cycle, when new employees provide authorizations and/or when changes have been made to existing authorizations.

If available, the City will provide the Union, in an editable digital file format agreed to by the Union, the following information for each employee within the bargaining unit:

(a) The Employee's name and date of hire;
(b) Contact information including;
    a. Cellular, home and work phone numbers;
    b. Any means of electronic communication, including work and personal electronic mail addresses; and
    c. Home address or personal mailing address: and
    d. Employment information, including the employee's job title, salary and worksite location.

The City shall provide the information described in paragraph to the Union:

(a) Within ten (10) calendar days from the date of hire for newly hired employees within the bargaining unit; and every one-hundred and twenty (120) calendar days, if requested by the Union during each one-hundred and twenty (120) day cycle, for employees in the bargaining unit who are not newly hired employee

Article 3- Employee Rights

Section 3.1- The City and the Union agree that each will fully comply with the applicable laws and regulations prohibiting discrimination with regard to the hiring or tenure of the employees because of such person's protected class status. Use of the male or female gender in this Agreement shall include the other gender. The City and Union agree further that there will be no discrimination against any employee due to membership or non-membership in the Union or because of activity in which employees may engage on behalf of the Union, provided such activity does not interfere with an employee's performance of work assignment.

Section 3.2- Nothing in the Agreement shall be interpreted in such manner as to prevent the City from making such reasonable accommodations as may be required under applicable legislation (i.e., ADA, Title VII, etc.).

Article 4- Management Rights

Section 4.1: Management Rights- The Union recognizes the sole right of the City to manage the affairs of the City and its property as including, but not limited to the rights under ORS 243.650(7), to direct, assign or transfer work, to direct the assignments of the work force and equipment, to determine compliance with statutory rules and regulations, employ, promote, demote, layoff, discipline and discharge employees for just cause, contract and subcontract labor, introduce, discontinue, and modify methods of operation, equipment, processes and technology, as well as to generally do all things necessary to operate the City on sound business principles, except to the extent expressly prohibited by a provision of this Agreement.

In the event the City elects to subcontract work, excluding current conditions as upon execution of this agreement, the City agrees to provide fourteen (14) calendar days' notice to the Union to discuss the impact of the decision.

Section 4.2: Employee Handbook- The City will provide fourteen (14) calendar days' notice for changes to the Personnel Policy involving a mandatory subject of bargaining. In the event notice of a change to the Personnel Policy was not provided and the change is perceived as a mandatory subject by the Union, the parties agree to meet and confer over the matter prior to any other action provided for under PECBA.

Article 5- Strike and Lockout

Section 5.1- The Union agrees that during the term of this Agreement its membership will not engage in any strike, work stoppage, slowdown, or interruption of services, and the City agrees not to lockout employees covered by this contract.

Article 6- Disciplinary Action

Section 6.1: Probationary Period Disciplinary Action- Employees may be terminated within the six (6) month probationary period with or without cause per the conditions of Article 13 of this Agreement. Such termination is not subject to the grievance process.

Section 6.2: Post Probationary Disciplinary Action- Employees are subject to discipline for just cause.

Prior to imposition of any economic discipline, such as a suspension without pay, demotion, or termination, the employee will be given the opportunity to provide a rebuttal.

Section 6.3: Corrective Actions- Corrective actions, such as, but not limited to counseling or verbal warnings are not considered formal discipline.

Additional corrective actions, such as, verbal warnings reduced to writing are considered to be the initial step in discipline. Writings documenting verbal warnings will be signed by the employee and placed in the personnel file.

Corrective actions are not grievable.

Section 6.4: Written Reprimand- If it should be found that an employee is responsible of a lesser offense, such as but not limited to, habitual tardiness for work, use of foul or inappropriate language, the inability to get along with fellow employees, or other conduct warranting disciplinary action, such employee may be given a written reprimand with a copy to the Union. Repeated offenses may be cause for suspension or termination of employment. Employees may provide a rebuttal to a written reprimand for their file. Written reprimands and economic disciplines are subject to the grievance process.

Section 6.5: Removal of Discipline- Upon request of the employee, a discipline of written reprimand may be removed from the personnel file after three (3) years from the date of imposition of the discipline and subject to there being neither further disciplinary conduct nor similar corrective action during that period.

Economic discipline shall be reviewed upon request by the employee after three (3) years. If it is agreed that the employee has made an acceptable improvement over that time, a cover letter shall be placed in his file stating so.

Article 7- Hours of Work

Section 7.1: Hours of Work and Meal Periods- The normal workweek generally consists of forty (40) hours. Hours of work for employees will usually consist of eight (8) consecutive per day. Hours of work are normally within the range of 7:00 am to 5:00 pm. Employees may be assigned a

regular workweek including weekend days. Employees will generally be given at least five (5) days' notice of a change in their regular workweek, absent unforeseen circumstances. The employer does not guarantee a certain number of hours of work per week, subject to budgetary and fiscal restraints.

Employees will receive a thirty (30) minute unpaid lunch period midway in the shift. Under no circumstances will an employee be required to work longer than six (6) consecutive hours without a meal break. Employees may be required to take a meal break on the jobsite location. For the Utility Billing Clerk and Records Clerk, the unpaid meal period may be up to one (1) hour.

Temporary arrangements other than those stated above may be made by mutual consent of the supervisor and the employee(s). Such arrangements exceeding five (5) days will include notice to the Union or designee/steward.

Except in the event of an emergency, as declared by the City Administrator or designee, employees required to work overtime at the conclusion of their regular shift shall have the option of a meal period of thirty (30) minutes upon having completed the first two (2) hours of overtime worked.

Section 7.2: Breaks- Each employee shall be allowed a break near the jobsite, not to exceed fifteen (15) minutes, approximately midway in each half shift, the time for which shall count as time worked, at a place that may be specified by the supervisor. Employees are held responsible to minimize delay and decreased productivity resulting from their fifteen (15) minute break.

Article 8- Pay Provisions

Section 8.1: Overtime- All hours worked, as authorized, in excess of forty (40) hours per week or over eight (8) hours in a continuous shift will be earned in compensatory time at the overtime rate of pay. All overtime time hours and work performed outside an employee's normally scheduled work period must be pre-approved and overtime must be authorized by a supervisor or designee. Emergency work shall be approved by the Department Head responsible. Department Heads shall make every effort to keep employees' hours within the normal work period.

Employees may request to have banked compensatory time in the form of pay. Each request shall be for at least ten (10) hours of pay, with a cap of sixty (60) hours pay per fiscal year. For the request to be granted, written notice must be submitted to the Department Head no later than five (5) business days before the next scheduled pay day.

Section 8.2: Overtime Rate- Overtime shall be compensated at time and one-half (1 ½) the applicable rate of pay as applied to compensatory time earned.

Section 8.3: Compensatory Time- Compensatory Time (Comp Time) for overtime work will be earned in lieu of overtime with pay, except as provided in Section 8.1. All comp time must be with the approval of the Department Head or Supervisor. Comp time is earned at the rate of one and one-half (1 ½) the applicable rate of pay for the pay period.

Maximum accrual of comp time, including any banked holiday pay (Article 9.4), is sixty (60) hours and shall be used with approval of the Department Head. Employees exceeding sixty (60) hours will **be paid for any additional overtime hours.**

Prior to the end of each fiscal year (June 30th), the employer may cash-out and reduce an employee's accrued compensatory leave balance to zero hours. Compensatory cash-out payments will be provided by a supplemental payroll check. Employees are encouraged to take comp time off on a timely basis and are responsible for monitoring their caps. An employee who requests to use earned comp time shall be permitted to use such time within a reasonable period after making the request unless it will unduly disrupt the operation of the department or City. Should an employee leave employment, or upon death, accumulated compensatory time off shall be paid to the employee or heirs.

Section 8.4: Call Out/Call Back-

A. Employees required to report back to work after having left the premises at the completion of their regular shift shall be entitled to a minimum of two (2) hours work at their applicable overtime hourly rate as applicable under Article 8.1, Overtime. Compensable time begins upon arrival and ends upon departure from city premises or jobsite location.

B. Employees must log their work time and duties performed and provide same to payroll prior to the end each pay period.

Section 8.5: Payday- Employees will be paid bi-monthly, with payday generally being the 15th and the last day of month. In the event the payday falls on a weekend or holiday, payday will be the prior business day. Employees are responsible for submitting timecards, overtime hours and logs, and reimbursement receipts timely before payday. In the event an employee notices any payroll errors, the employee is expected to report them promptly. Parties acknowledge that in the case of overpayments, employee is responsible for reconciliation to the City and vice versa.

In the event the City uses direct deposit, employees will participate in direct payroll deposit.

Section 8.6: Travel Reimbursement- Employees are eligible for travel reimbursements subject to the employee handbook.

Section 8.7: Training- The City will provide training and exam fees once for an employee to gain certification required for an employee's respective job description. The City may provide training to maintain certifications required for an employee's job description. The City may provide training for additional certifications as provided under City Policy 13.00.

Section 8.8: Out of Class Pay- In the event an employee is assigned to perform work at a higher classification for more than thirty two (32) hours in any five (5) consecutive work days, regardless if those days fall in the same work week, they shall receive the rate of pay that the employee would receive, had he or she been promoted to that position from his or her normal position, for all hours worked at the higher classification. Assignments will be as directed by the Department Head based on operational need. Paid leaves used when on an out of class assignment shall not be compensated at the higher rate. An employee performing out of class work must be certified and qualified to work at the higher classification.

Section 8.9: Certification Pay- Upon request and approval from the City for an employee to obtain a new/additional certification, the employee will receive a three percent (3%) hourly increase to their base wage per approved, obtained and maintained certification. In addition, if an employee currently holds a certification and is receiving a three percent (3%) incentive for that certification, the

employee will be able to maintain that certification pay, so long as the certification is maintained. The maximum total an employee can accomplish by having multiple certifications will be six percent (6%). Other than currently compensated for certifications, certifications must be new, and additional, certifications that are not part of the employee's current job or job description, nor included in a level increase in the employee's current job classification or to a higher classification to which the employee would be qualified to move to once the certification is obtained.

Section 8.10: On-Call- Employees required to be on-call are deemed waiting to be engaged and in order to be placed on-call, shall be provided a cell phone by the City. Employees shall be compensated one (1) hour at the overtime rate for each regularly scheduled work day of on-call status and one and a half (1.5) hours at the overtime rate for each regularly scheduled day off, and for each holiday listed in Article 9, of on-call status. On-call hours are not considered actual hours worked for purposes of calculating overtime.

Employees on on-call status must refrain from the use of intoxicants and be prepared to report in person, as needed, within a 30-minute response time.

Employees may trade on-call status if approved by the supervisor.

Article 9- Holiday Work

Section 9.1- Regular full-time employees will receive a day off with pay on each of these **eleven (11)** recognized holidays:

NEW YEAR'S DAY
MARTIN LUTHER KING JR. DAY
PRESIDENTS' DAY
MEMORIAL DAY
JUNETEENTH
FOURTH OF JULY
LABOR DAY
VETERAN'S DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS DAY

Section 9.2- To qualify for holiday pay, an employee shall have been employed for at least thirty (30) days prior to the holiday and shall have been

available for work or on an approved leave on the last scheduled workday prior to the holiday and the next scheduled workday following the holiday.

Section 9.3- In the event a holiday should fall on a Saturday, the preceding Friday shall be observed as the holiday and should a holiday fall on a Sunday, then the following Monday shall be observed as the holiday. If a holiday falls during an employee's scheduled vacation, the employee will receive holiday pay for the day, if otherwise eligible, and will not be charged for the vacation day.

Section 9.4: Holiday Work- Employees required to work on a holiday will receive eight (8) hours of holiday pay and will receive overtime, at the applicable overtime rate, for each hour worked. In the event of a call-out on a holiday, as provided in Article 8.4, there will be no pyramiding of overtime compensation. Employees who work a holiday may elect in the same pay period to take the eight (8) hours of holiday pay or add eight (8) hours to their comp time bank as eight (8) hours.

Article 10- Vacation Leave

It is the intent of the City that all regular employees be entitled to a vacation from duty and services with pay after six (6) months of continuous employment for the City, and that said vacation be taken annually by all regular employees entitled thereto, as the head of their respective departments may approve.

Section 10.1: Regular Employees- Regular employees with a normal work week of forty (40) hours shall earn vacation at the following rate:

Number of Years of Service	Monthly Vacation Accrual Rate	Annual Vacation Accrual Rate	Maximum Vacation Accumulation
0-2 years	6.666 hrs per full month	80 hours	**120** hours
3-5 years	8 hrs per full month	96 hours	**136** hours
6-8 years	9 hrs per full month	108 hours	**148** hours
9-12 years	10 hrs per full month	120 hours	**160** hours
13-17 years	12 hrs per full month	144 hours	**184** hours
17+ years	13.33 hrs per full month	160 hours	**200** hours

When an employee has worked twenty (20) consecutive years for the City of Myrtle Creek, he/she will earn two (2) additional days of vacation for that year only.

When an employee has worked twenty-five (25) years of employment, he/she will earn three (3) additional days of vacation for that year only.

Section 10.2: Probationary Employees- Probationary employees shall not be eligible for vacation. However, upon completion of the probationary period, the employee shall be credited with vacation from six (6) months after the date of hire in the position for which the probationary period was served.

Section 10.3: Accumulation of Vacation- Absent unusual circumstances, employees are expected to take vacation each year. Accumulated vacation time cannot, at any time during the year, exceed **forty (40)** hours more than the maximum **annual accrual (as detailed above)** that the employee may earn during that calendar year. If an employee accumulates the maximum amount, he or she will not be granted any additional accumulation of vacation time until vacation time is taken and accumulated hours are reduced. In the isolated event an employee reaches their vacation cap and requests time off which is denied due to operational needs, the City will pay out up to two (2) days (sixteen (16) hours) vacation. Employees are expected to manage their vacation banks.

Example: An employee has worked for the City for three (3) years is able to earn ninety-six (96) hours during the year or eight (8) hours per month. Therefore, this employee may accumulate one-hundred and sixteen (116) hours (twenty (20) hours more than he can earn). If he or she has one-hundred and ten (110) hours accumulated, the following month, the employee will be credited for only six (6) hours of vacation time earned and two (2) hours will be forfeited. At that point, he or she will not accumulate any additional time until some vacation time has been used.

Section 10.4: Scheduling Vacation- Department Heads shall establish staff schedules to provide vacation leave for employees and employees shall take vacation leave at the time scheduled. Such schedules may be amended by the Department Head to meet work emergencies or grant individual requests. In establishing regular schedules, Department Heads shall give due consideration to the desires of individual employees within limits of work

requirements of the department. Holidays which occur during vacation will not be charged against vacation leave.

Section 10.5: Vacation Leave upon Termination- A regular employee who terminates employment shall be entitled to payment of accrued vacation leave upon separation. In the case of death, compensation for the accrued vacation leave shall be paid to the beneficiary in the same manner the decedent would be paid.

Article 11- Sick Leave

Section 11.1: Sick Leave Accrual- Regular full-time employees employed by the City for ninety (90) days or more shall be entitled to sick leave credit of eight (8) hours for each month of service.

Unused sick leave benefits accumulate from year to year, not to exceed nine-hundred and ninety (990) hours. Employees are not paid for unused sick leave upon termination of employment.

Section 11.2: Sick Leave Usage/Notification-
Notification: Employees are expected to be able to attend work reliably, predictably and regularly. Employees who are unable to report to work due to personal or dependent illness or injury must contact the immediate supervisor on or before their scheduled starting time. If an employee must begin using sick leave during the workday for an emergent injury or illness, the supervisor or designee must be notified before the employee leaves work. Employees taking time off for medical or dental appointments shall have such time deducted from their sick leave credits.

The City may require a doctor's verification to substantiate the employee's need for the use of sick leave over three (3) consecutive working days. If the City suspects that an employee is abusing sick time, including engaging in a pattern of abuse, the employer may require verification from a health care provider of the need of the employee to use sick time, regardless of whether the employee has used sick time for more than three (3) consecutive days. As used in this paragraph, "pattern of abuse" includes, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days or paydays. Any employee found to have abused sick leave benefits by falsification or misrepresentation may be subject to economic disciplinary action, including reduction of sick leave credits or termination.

Section 11.3: Workers' Compensation- In the event of an on-the-job illness or an injury to an employee covered by the Workers' Compensation Insurance (workers' comp), the employee may receive compensation from workers' compensation that is generally two-thirds (2/3) of a normal salary. The employee may use accrued paid leaves, including sick leave, vacation and comp time, to make up the difference to a full salary. The employee must provide written proof of the workers' comp payment and the City will calculate and pay the difference, on regular pay periods, up to the expiration of all paid leaves or one-hundred and eighty (180) work days of absence, whichever is shorter.

Section 11.4: Sick Leave Donation- Upon mutual consent, the City of Myrtle Creek and Union may agree to a sick leave donation on a case-by-case basis. Such donations require that the donating employee retain a minimum of eighty (80) hours sick leave. All donated leave is forfeited.

Article 12- Safety Precautions

Section 12.1- The City and the Union agree to cooperate in the exercise of all proper precautions and for the protection of employees in the performance of their duties, and in the observance of safety rules of the State of Oregon.

Section 12.2- The City agrees to furnish personal protective equipment (PPE) for the safety of workers while engaged in any work where protective equipment is required by law and/or regulation. The City retains discretion to determine compliance with rules and regulations.

Article 13- Probationary Period

Section 13.1- All Employees will undergo a probationary period for the first six (6) months of employment. The City may extend probation up to an additional one-hundred and eighty (180) days with written notice to the Union stating the reason(s) for the extension at least thirty (30) days prior to the expiration of the initial probationary period. During probation, the City may discharge a probationary employee, with or without cause. This and other disciplinary action taken against an employee during the probationary period is not subject to the grievance or arbitration provisions of this agreement.

Section 13.2- Employees retained beyond the probationary period shall be entitled to seniority status and the accrual of sick leave commencing with their original date of hire.

Article 14- Seniority

Section 14.1- The principle of seniority shall be observed with regard to all layoffs for employees who have completed their probationary period of employment with the City, provided that the employee to be retained or recalled possesses the minimum qualifications to perform the work assigned. Employees subject to layoff will be in inverse order of seniority by classification and qualifications. Subject to successful completion of the probationary period, seniority is measured by the length of an employee's continuous employment in the bargaining unit from date of his or her hire.

Section 14.2: Layoff and Recall-

A. If, for any reason, in the judgment of the City, a reduction of employees in any job classification within the bargaining unit is necessary, employees within the job classification with the least amount of bargaining unit seniority will be laid off first. The employee shall be notified in writing at least thirty (30) days prior to the effective date of such layoff.

B. In the event of layoff, an employee will have the opportunity to "bump" into a lower job classification provided:

   1. The employee currently possesses the minimum qualifications for the new position and is otherwise qualified to perform all duties in the lower job classification;

   2. The employee has seniority over the employee being displaced ("bumped");

   3. The employee has given the City written notice of intent to invoke the "bumping" rights provided for in this Section within five (5) working days of receiving written notice from the City that the employee has been laid off or "bumped;"

   4. The employee is not on a work performance improvement plan, nor have they been subject to economic discipline within the past twenty-four (24) months.

5. The displaced employee will be laid off, subject to the same "bumping" rights of this Section. For the purposes of this Section, a lower job classification is a position with a lower top step wage than the top step wage of the job classification where the layoff will occur.

C. An employee who has bumped into a lower classification may be recalled to the employee's former classification, provided the employee has the most seniority of employees eligible for the position.

1. An employee is only eligible for recall to a position in the same or lower classification from which the employee was laid off. The employee must possess the minimum qualifications for the position and be otherwise qualified to perform all of the duties of the position.

2. Employees who have been laid off will be eligible for recall in reverse order of layoff, subject to the requirements in paragraph 1 of this subsection.

3. The City shall send notice via U.S. certified mail to the employee's address on file with the City. It is the employee's responsibility to inform the City of a change in address within one week of changing address. An employee who has received notice of recall must respond within ten (10) business days of receiving the notice. Failure to respond will be considered a waiver of recall rights.

4. The right to be recalled expires twelve (12) months from the effective date of the layoff.

Section 14.3- Employees off work for six (6) months or more shall not accrue any more time towards seniority but will maintain the time they have except for situations where seniority must continue to accrue under applicable law.

Article 15- Outside Employment

Section 15.1- In accordance with the Personnel Handbook, no employee will be permitted to engage in off-duty employment with another employer that will interfere with the employee's work for the City. Employees may not

engage in outside employment unless they have first secured written approval for such activity from the City Administrator or his designee. At the City's discretion, outside employment may be approved where all of the following conditions are met:

- The outside employment is not incompatible with the employee's City work.
- It in no way detracts from the efficiency of the employee in his or her City work.
- There is no conflict of interest between City work and the outside work.
- It is not discreditable to the employee's City employment.
- The employee clearly understands that in situations where extra duty is necessary in the employee's City work; such extra duty will take precedence to any outside work.

Article 16- Other Leaves/Miscellaneous Provisions

Section 16.1: Bereavement Leave- Bereavement leave is permitted for death of a family member. "Family member" is defined as a spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner and brothers, sisters and spouses thereof. Employees may receive up to three (3) days' paid leave under this Section. Employees may also use accrued sick leave for the purposes of grieving or funeral participation. At the discretion of the City, an employee may be permitted to use up to four (4) hours of accrued sick leave to attend the funeral of a non-family member.

Section 16.2: Jury Duty- If a summons for jury duty is received by an employee, the employee shall notify the department head. Arrangements will be made to reassign work and time off will be granted to report to jury duty. Employees serving as jurors will be paid regular wages and will waive jury duty pay, except mileage when using a personal vehicle. Employees are expected to report for work when not selected for a jury on any day they would otherwise be scheduled for work, or when jury duty requires only part of a day.

Section 16.3: Military Leave- The employer will comply with all military leave laws as provided by State and Federal statutes. Employees with at least six (6) months continuous service are entitled to paid leave of absence for annual active duty military training, not to exceed fifteen (15) calendar days per year. Subsequent leaves of absence for military training in the same training year will be unpaid. Employees on unpaid leave may use accrued paid leaves, however, such employees will not receive any further accruals or benefits. Such employees may elect to continue health care coverage during the absence and may be subject to paying the full costs of the coverage.

Section 16.4: Domestic Violence Leave- The employer will adhere to Oregon law regarding Domestic Violence Leave as provided in the Employee Handbook.

Section 16.5: Uniforms and Equipment- Employees will be provided the following equipment as needed:

Public Works/Parks/Water:

T-shirt eight (8) per year

Reflective hooded sweatshirt or equivalent two (2) per year.

As needed:

Rain jacket and pants, reflective safety vest, one (1) pair of rubber boots, appropriate gloves as needed

Waste Water:

As needed:

Rain jacket and pants, one (1) pair of rubber boots, appropriate gloves as needed

For both public works/parks/water and waste water employees, each employee may receive up to a one-hundred and fifty dollars ($150) reimbursement for the purchase of appropriate work boots and work pants during the life of this contract as follows: once in each twelve (12) month period commencing on the effective date of the agreement.

The Department Head and the Employee will meet prior to purchasing rain jackets and pants to determine suitable items for purchase by the City. In the event of damaged uniforms or equipment, the City will review replacement on a case-by-case basis. Employees are encouraged to reasonably care for provided equipment.

Article 17- Health Insurance

Section 17.1- The City provides group medical, dental, and life insurance for eligible full-time employees and eligible part time employees within the bargaining unit. Part-time employees are subject to proration as identified in Article 1. Coverage for eligible employees begins the first day of the next month following the employment date. The parties recognize that insurance plans are subject to the terms and conditions of the carriers, including tier plans, calendar or fiscal years, enrollment periods, etc. such that the City reserves the right to select the carrier and plans with the understanding that the City has a duty to bargain the impact of plan changes that are not de minimis.

Section 17.2- The employer will continue to pay 100% of the life insurance plan for coverage at $20,000 per employee.

The City will provide an HRA/VEBA contribution **as** a monthly payment. The City will contribute to each employee a monthly contribution to each employee's HRA/VEBA account as follows:

Employee only coverage:	$75 mo.	(900/12)
Employee + Child	$150 mo.	(1800/12)
Employee + Children	$225 mo.	(2700/12)
Employee + Spouse (no child)	$150 mo.	(1800/12)
Full Family	$225 mo.	(2700/12)

The employer and employee will share premiums costs. The employer will pay 95% of the total monthly premium for medical and dental and the employee will pay 5% of the total monthly premium of their selected plan subject to payroll deductions.

Article 18- Retirement

Subject to the Oregon Administrative Rules pursuant to PERS statutes, the City will enroll eligible employees in the Oregon Public Employees Retirement System or its equivalent and will continue to pay the employees' six percent (6%) contribution to the Individual Account Program (IAP). In the event legislation makes more than de minimis changes to the PERS pick-up conditions, the City recognizes the duty to bargain the impact of the change.

Article 19- Salaries

Section 19.1: Salaries- Effective July 1, **2023**, or upon execution, whichever is later, the salary scale will be as provided in "Appendix A."

Effective July 1, **2024**, the salary scale will be increased by **five** percent (**5**.0%) **as** detailed in Appendix A.

Effective July 1, **2025**, the salary scale will be increased by **three** percent (**3**%) **as** detailed in Appendix A. **However, if the CPI-W West (B/C) for the 2024 annual average is more than three percent (3%) and the City has market data to show that certain positions are behind market average (defined as being behind by more than three percent (3%)) then the City will match to the average up to a maximum of five percent (5%) for those positions identified as being out of market.**

Section 19.2: Evaluations and Merit Step Increases- Employees will receive regular yearly evaluations where employees will be reviewed for job performance, work place conduct, and other conditions of employment. Employees, who receive a satisfactory overall yearly performance evaluation, as determined by the City Administrator, are eligible for a salary step increase. Employees who reach the top of the salary scale are not subject to further merit step increases.

Article 20- Dispute Resolution

Section 20.1: Statement of Intent- The City strives for the fair treatment of all employees. Misunderstandings and problems may occur in the organization. The City intends that such matters be resolved as early and fairly as possible. Disagreements relating to work assignments, pay, and other aspects of this Agreement should be openly discussed with the immediate supervisor in attempt to informally resolve the matter. Supervisors and employees should make earnest attempts to understand each other's perspectives and make efforts to resolve differences.

Section 20.2: Grievances- A grievance is defined as a dispute about the meaning or interpretation of the collective bargaining agreement or alleged violation of the agreement. The parties agree that this Article will provide the exclusive process for the resolution of grievances that arise under this Agreement.

Section 20.3: Resolution Process- A grievance which arises between the parties during the term of this agreement shall be handled as follows:

Step 1: Informal Resolution
The employee alleging a grievance or a union representative must discuss the matter with their supervisor within ten (10) days of the incident. The employee may have the presence of a Steward during this discussion. The parties will make best efforts to resolve the matter informally and with mutual consent. Matters resolved in this step are non-precedent setting unless otherwise stated, and any such agreement will be reduced to a written memo.

Step 2: City Administrator
In the event the parties do not reach an agreement within fourteen (14) calendar days of the matter being raised in Step 1, the moving party, as represented by the Steward or designee, may provide written notice of the grievance to the City Administrator. The notice shall include the nature of the grievance and factual circumstances from which it arose, the alleged contract violation, and the remedy or correction sought.

Upon receipt of the Step 2 notice, the City Administrator will meet with the Steward and employee within fourteen (14) calendar days in attempt to resolve the matter. The City Administrator will have ten (10) days from the meeting of the parties to provide a written response. Any agreement will be reduced to writing by the City Administrator for signature of the parties.

Step 3: City Council
In the event the parties do not reach an agreement within fourteen (14) calendar days of the response of the City Administrator in Step 2, the moving party, as represented by the Steward or designee, has fourteen (14) calendar days to provide written notice of the grievance to the City Council.

The City Council, or designee, will schedule a meeting between the parties to occur within thirty (30) days or as mutually agreed. Either party may provide their respective representatives to discuss the matter. Upon conclusion of the discussion, the City Council shall recess to executive session to discuss the matter as necessary. The City

Council or designee will provide a written response to the Union within 30 calendar days of the meeting.

The following steps are only for limited purposes:

Step 4: Mediation
Step 4 is only available for disciplinary actions resulting in an imposed sanction of: demotion, suspension, and/or temporary reduction in wage scale salary.

In the event the parties do not reach an agreement within fourteen (14) calendar days of the response by the City Council in Step 3, the Union, as represented by the Steward or designee, may move the matter to mediation regarding disciplinary actions resulting in demotion, suspension, and/or temporary reduction in wage scale salary.

The Union shall give notice to the City of intent to proceed with mediation. The parties can either mutually agree to a mediator, or thereafter, request a mediator using the Oregon ERB. The moving party will contact the ERB and request a mediator within ten (10) days of the notice of intent to mediate. Mediation will be scheduled with the mediator and must initiate within thirty (30) days of the initial notice/request to the ERB, unless otherwise agreed. The parties will engage in at least one (1) mediation session. Mediation costs are shared as per the ERB rates. In cases involving termination the parties may mutually agree to mediation prior to advancing to arbitration.

Step 5: Arbitration
Step 5 is only available for disciplinary actions resulting in termination of employment, demotion, temporary reduction in wage scale salary in excess of thirty (30) working days, or a suspension from work in excess of ten (10) working days:

In the event the parties do not reach an agreement in the previous grievance procedures and not exceeding sixty (60) days from the date of termination of employment, the moving party, as represented by the Steward or designee, may move the matter to arbitration. Parties may extend timelines in writing only upon mutual agreement.

The arbitration shall be limited to the issues raised in the written grievance filed by the employee or Union. The arbitrator's decision

shall be made in writing and shall be issued to the parties as soon as practical after the case is submitted to the arbitrator.

Section 20.4: Selection of Arbitrator- The parties shall attempt to select an arbitrator who is mutually acceptable. If within ten (10) calendar days from the request for arbitration, the parties are unable to agree upon an arbitrator, the moving party will request of the Oregon Employment Relations Board a list of seven (7) arbitrators with offices in Oregon or Washington. The party to strike the first arbitrator shall be determined by coin toss. Parties will then alternate in striking names and the remaining person shall be the arbitrator. The parties agree to set an arbitration date within twenty (20) days of selecting an arbiter or as mutually agreed in writing. If the moving party fails to participate in setting an arbitration date within such time, the matter is dismissed. The parties shall arrange a time and place which is agreeable to both parties and the arbitrator for a hearing.

Section 20.5: Arbitration Expenses- Expenses of the arbitrator and any incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto. Each party, however, shall be responsible for compensating its own representatives and witnesses.

Section 20.6: Authority of Arbiter- The arbitrator shall have the authority to consider only the specific provisions of this Agreement and shall have no authority to add to, modify or detract from this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

Section 20.7: Timelines- Timelines may be extended in writing by mutual agreement of the parties. In the event the union fails to proceed with a matter as under the prescribed timelines, the grievance is dismissed. In the event the City fails to respond as require to a grievance as under the prescribed timelines, the matter shall advance to the next step. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hearing motions on the timeliness issues first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue(s) before the substance of the grievance and the defenses to it may be heard.

Article 21- Savings Clause

Should any article, section, provision, or portion thereof of this Agreement be unlawful or held unlawful or unenforceable by any court of

competent jurisdiction or become unlawful through a change in applicable state or federal statute, only the specific article, section, provision, or portion thereof will be invalidated. The remainder of the Agreement will still be given full force and effect and remain binding on the parties. The parties agree to meet promptly in order to bargain replacement language for any part of this Agreement that is held to be unlawful.

Article 22 Complete Agreement

This bargaining agreement incorporates the sole and complete Agreement between the City and the Union resulting from negotiations held pursuant to the provisions of ORS 243.650 et seq. It is acknowledged that during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to any subject matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Because this Agreement represents the sole and complete agreement between the parties for all subjects related to wages, hours, and other conditions of employment, it supersedes any previous agreement or understanding between the parties, including past practices.

Therefore, for the life of this Agreement, the City and the Union voluntarily and unqualifiedly waive the right, if any, to bargain collectively with respect to any subject or matter contained herein. This Agreement shall not be modified in whole or in part except by another written instrument duly executed by the parties.

Article 23- Term of Agreement

Section 23.1- This Agreement shall become effective July 1, **2023, or upon execution, whichever is later**, and shall remain in effect through June 30, **2026**. It shall remain in full force and effect from year-to-year thereafter, unless either the City or the Union shall serve written notice upon the other by February 1st of the expiring year. The parties agree to set bargaining dates within thirty (30) days of providing notice or upon mutual agreement thereof for negotiation of a successor agreement.

For the City:

Lonnie Rainville, City Administrator
City of Myrtle Creek

02/22/2023
Date

Matthew Hald, Mayor
City of Myrtle Creek

02-22-2023
Date

For the Union:

Jon Flegel, Business Manager
IBEW Local Union #659

3-2-2023
Date

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

3/24/2023

Kenneth Cooper,
International President

This approval does not make the International a party to this agreement.

Appendix A- Pay Range & Assignment

L(12) Longevity Step is paid after **completing** Step 7 and upon 145 months of continuous service with the City.

L(16) Longevity Step is paid after **completing** Step 7 and upon 193 months of continuous service with the City.

	7/1/2022	7/1/2023	7/1/2024	7/1/2025
	$.40+1.5%	**7.25%**	**5%**	**3%**
Classifications:				
Water Treatment Plant Operator II				
Step 1	$23.08	**$24.75**	**$25.99**	**$26.77**
Step 2	$24.14	**$25.74**	**$27.03**	**$27.84**
Step 3	$25.20	**$26.77**	**$28.11**	**$28.96**
Step 4	$26.26	**$27.84**	**$29.24**	**$30.11**
Step 5	$27.31	**$28.96**	**$30.41**	**$31.32**
Step 6	$28.37	**$30.12**	**$31.62**	**$32.57**
Step 7	$29.49	**$31.32**	**$32.89**	**$33.87**
Step L (12)	$29.69	**$32.57**	**$34.20**	**$35.23**
Step L (16)	$30.12	**$33.88**	**$35.57**	**$36.64**
	$.40+1.5%	**7.25%**	**5%**	**3%**
Parks/Building Project Coordinator **Water Treatment Plant Operator I** **Waste Water Treatment Plant Operator II**				
Step 1	$22.05	**$23.65**	**$24.83**	**$25.58**
Step 2	$22.87	**$24.59**	**$25.82**	**$26.60**
Step 3	$23.69	**$25.58**	**$26.86**	**$27.66**
Step 4	$24.57	**$26.60**	**$27.93**	**$28.77**
Step 5	$25.48	**$27.67**	**$29.05**	**$29.92**
Step 6	$26.41	**$28.77**	**$30.21**	**$31.12**
Step 7	$27.41	**$29.92**	**$31.42**	**$32.36**
Step L (12)	$28.43	**$31.12**	**$32.68**	**$33.66**
Step L (16)	$29.48	**$32.36**	**$33.98**	**$35.00**
	$.35+1.5%	**7.25%**	**5%**	**3%**
Utility Worker II **Waste Water Treatment Plant Operator I**				
Step 1	$21.48	**$23.04**	**$24.19**	**$24.91**
Step 2	$22.30	**$23.96**	**$25.16**	**$25.91**
Step 3	$23.12	**$24.92**	**$26.16**	**$26.95**
Step 4	$24.00	**$25.91**	**$27.21**	**$28.03**
Step 5	$24.91	**$26.95**	**$28.30**	**$29.15**
Step 6	$25.84	**$28.03**	**$29.43**	**$30.31**
Step 7	$26.84	**$29.15**	**$30.61**	**$31.53**
Step L (12)	$27.86	**$30.32**	**$31.83**	**$32.79**
Step L (16)	$28.91	**$31.53**	**$33.10**	**$34.10**

	7/1/2022	7/1/2023	7/1/2024	7/1/2025
	$.35+1.5%	**7.25%**	**5%**	**3%**
Parks Maintenance Worker II **Utility Worker I** **Utility Billing Clerk**				
Step 1	$19.08	**$20.46**	**$21.49**	**$22.13**
Step 2	$19.83	**$21.28**	**$22.35**	**$23.02**
Step 3	$20.61	**$22.13**	**$23.24**	**$23.94**
Step 4	$21.43	**$23.02**	**$24.17**	**$24.89**
Step 5	$22.28	**$23.94**	**$25.14**	**$25.89**
Step 6	$23.16	**$24.90**	**$26.14**	**$26.93**
Step 7	$24.10	**$25.89**	**$27.19**	**$28.00**
Step L (12)	$25.05	**$26.93**	**$28.27**	**$29.12**
Step L (16)	$26.06	**$28.01**	**$29.41**	**$30.29**
	$.35+1.5%	**10%**	**5%**	**3%**
Court Clerk/Records Clerk				
Step 1	$19.08	**$20.99**	**$22.04**	**$22.70**
Step 2	$19.83	**$21.83**	**$22.92**	**$23.61**
Step 3	$20.61	**$22.70**	**$23.84**	**$24.55**
Step 4	$21.43	**$23.61**	**$24.79**	**$25.53**
Step 5	$22.28	**$24.55**	**$25.78**	**$26.55**
Step 6	$23.16	**$25.54**	**$26.81**	**$27.62**
Step 7	$24.10	**$26.56**	**$27.88**	**$28.72**
Step L (12)	$25.05	**$27.62**	**$29.00**	**$29.87**
Step L (16)	$26.06	**$28.72**	**$30.16**	**$31.06**
	$.35+1.5%	**7.25%**	**5%**	**3%**
Parks Maintenance Worker I				
Step 1	$18.32	**$19.65**	**$20.63**	**$21.25**
Step 2	$19.04	**$20.43**	**$21.46**	**$22.10**
Step 3	$19.80	**$21.25**	**$22.31**	**$22.98**
Step 4	$20.59	**$22.10**	**$23.21**	**$23.90**
Step 5	$21.42	**$22.99**	**$24.13**	**$24.86**
Step 6	$22.29	**$23.91**	**$25.10**	**$25.85**
Step 7	$23.18	**$24.86**	**$26.10**	**$26.89**
Step L (12)	$24.11	**$25.86**	**$27.15**	**$27.97**
Step L (16)	$25.02	**$26.89**	**$28.23**	**$29.08**