

CITY of CASCADE LOCKS

AGENDA

CITY COUNCIL MEETING, Monday, December 12, 2016, 7:00 PM, CITY HALL

Purpose: The City Council meets on the 2nd and 4th Mondays of each month to conduct city business.

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged.)
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
 - a. **Approval of November 28, 2016 Minutes.**
 - b. **Ratification of the Bills in the Amount of \$ 123,681.43.**
4. **Public Hearing:** None.
5. **Action Items:**
 - a. **Appointment to Committees.**
 - b. **Approve Res. 1366 Approving the New IBEW Contract.**
 - c. **Approve Res. 1367 Updating the Non-Retaliation Policy.**
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed.)
7. **Reports and Presentations.**
 - a. **City Committees.**
 - b. **City Administrator Zimmerman Report.**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session per ORS 192.660 as may be required.**
11. **Adjournment.**

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for person with disabilities, should be made at least 48 hours in advance of the meeting by contacting the City of Cascade Locks office at 541-374-8484.

1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Cramblett called the meeting to order at 7:00 PM. CM's Groves, Randall, Fitzpatrick (via phone), Walker, Busdieker, Rutherford and Mayor Cramblett were present. Also present were City Administrator Gordon Zimmerman, Accounting Clerk Megan Webb, Jim Winterbottom, Krystyna Wolniakowski, Aurora delVal (7:05), and Camera Operator Betty Rush.
2. **Additions or amendments to the Agenda.** CA Zimmerman asked that the approval of the November 8th Election Proclamation be added to the consent agenda. He said that the executive session was no longer needed and could be removed.
3. **Adoption of Consent Agenda.**
 - a. **Approval of November 14, 2016 Minutes.**
 - b. **Ratification of the Bills in the Amount of \$ 93,959.63.**
 - c. **Approval of November 8, 2016 General Election Results Proclamation. (added)** Mayor Cramblett read the list of items on the Consent Agenda. **Motion:** CM Busdieker moved, seconded by CM Randall, to approve the Consent Agenda. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett.
4. **Public Hearing:** None.
5. **Action Items:**
 - a. **Appointment to Committees.** None.
 - b. **Approve Resolution No. 1365 Authorizing Waste Connections, Inc. to Collect Solid Waste and Recycling; Setting Charges and Rates for Providing Such Services; and Repealing Resolution No. 1343.** **Motion:** CM Busdieker moved, seconded by CM Walker, to approve Resolution No. 1365 Authorizing Waste Connections, Inc. to Collect Solid Waste and Recycling, Setting Charges and Rates for Providing Such Services, and Repealing Resolution No. 1343. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford and Mayor Cramblett.
 - c. **Approve Contract for Undergrounding Electric Line at Eagle Creek.** CA Zimmerman went over his staff report and explained the plan and process. He said the City received two bids and staff would recommend Loy Clark Pipeline. CM Busdieker said she was concerned with the cost difference of the two bids. CA Zimmerman said the difference would be that Loy Clark Pipeline has a clause in their bid that says they will reevaluate if they run into any big rocks where Full Bore included the price for everything. CM Busdieker asked what the life expectancy would be for the new lines. CA Zimmerman said the life expectancy of buried lines in conduit is about 25 years. He said the benefit of conduit is that when the lines go bad, it's much easier to pull the bad line out and put in new. **Motion:** CM Randall moved, seconded by CM Busdieker, to approve the contract with Loy Clark Pipeline in the amount of \$30,550.00. Mayor Cramblett said after visiting the location of this job it seemed to him that it would be a very easy job for our crew to do. He said the fact that we are in the National Scenic Area and that so many permits are required, he would agree that contracting this out would be the best option. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford and Mayor Cramblett.
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** None.
7. **Reports and Presentations.**
 - a. **City Committees.** None.

b. Columbia River Gorge Commission, Executive Director Krystyna Wolniakowski. Krystyna said she wanted to update the council members with what is going on with the Gorge Commission. She said there are three projects that are going on right now. She said there is the Urban Area Boundaries Project, the Management Review Process and other general information. Krystyna said the commission is working on updating the 1987 Forest Service Maps that were used to make the Urban Area Boundaries. She said when the boundaries were marked with magic marker in 1986; the lines were not always put in the best places. She said sometimes they would go through the middle of someone's backyard or down the middle of a road. Krystyna said they have been working with a surveyor to create legal descriptions of all boundaries. She said the Council is more than welcome to come to the Gorge Commission offices to look at any maps or ask any questions.

CA Zimmerman asked if the City could request a boundary change after this project was completed. He said the City would like to request the boundary be moved near Government Island and the off-ramp at exit 47 so that those areas are included in the City's Urban Growth Boundary. Krystyna said that she would look into that when she returns to her office. She said she feels that it would be important to make those requests before this project is finalized. Krystyna said the Commission is also looking at improving their master plan. She said they are hoping to finish the master plan sometime in 2019.

c. CTEC Discussion, Deanna Busdieker. CM Busdieker explained to the Council what the Career Technical Education Center was. She said that she took a tour at the LOC conference and was impressed with this program. She said what she would like to do tonight is get a consensus from the Council to pursue a meeting with the HRC School Board, CTEC and City Council. CM Walker said that he would be concerned that again this will go nowhere. He said that when the citizens tried to bring in a charter school, it went nowhere. Mayor Cramblett suggested asking the school board whether or not there would be potential for pursuing this before we direct staff to start on anything. He suggested that CM Busdieker could make contact with the school board. CM Busdieker said she has sent the information to the school board and she would be happy to follow up.

d. City Administrator Zimmerman Report. CA Zimmerman reported on the outcome of the most recent public safety task force meeting. He said there was some good input from the 13 citizens who attended. CA Zimmerman said there was a staff report from Station Captain Bennett that recommends the hiring of a temporary full-time EMT. He said that there is room in the budget to employ him until the end of this fiscal year. CA Zimmerman said with permission from Council we would hire Nick Stevens for this position to start next week. There was a consensus of Council to hire Nick Stevens.

CA Zimmerman said the normally scheduled meeting at the end of December falls on the 26th. He said City Hall will be closed that day and asked if the Council would rather cancel that meeting or reschedule it. There was a consensus of Council to cancel the December 26th meeting. CA Zimmerman asked the Council if they would be able to attend a meeting on December 19th to only discuss the Wastewater Facilities Plan. He said the only topic of discussion at the meeting would be the Plan. There was a consensus of Council to hold a work session meeting on December 19th at 7pm to discuss the Wastewater Facilities Plan.

CA Zimmerman reported on some recent developments on the One Stop Meeting for the corrosion control. He said they came to the City with two options but there are still a few questions. CA

Zimmerman reported on the certified elections results. He said the City has grown in population by 25 people since 2015 according to the PSU population research center.

8. Mayor and City Council Comments. CM Walker thanked CM Rutherford for his participation on City Council. He also wanted to thank staff for their work on the wastewater facilities plan as well as the water project. CM Randall wanted to thank City staff for all of their hard work. CM Groves also wanted to thank staff for all the work they do. Mayor Cramblett thanked CM Rutherford for his work on council. He also thanked him for all of the hard work he personally did to help the museum. He wanted to thank staff for hanging in there and getting everything done that they as a council has asked them to do.

9. Other matters. None.

10. Adjournment. Motion: CM Busdieker moved, seconded by CM Randall, to adjourn. The motion passed unanimously by CM's Groves, Randall, Fitzpatrick, Walker, Busdieker, Rutherford, and Mayor Cramblett. The meeting was adjourned at 8:20 PM.

Prepared by
Megan Webb, Accounting Clerk

APPROVED:

Tom Cramblett, Mayor

BLANKET VOUCHER APPROVAL

PAGE NO. 1

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DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

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DATE:	DESCRIPTION:	AMOUNT:
12/9/2016	PR	\$ 32,640.76
11/30/2016	A/P	\$ 83,272.87
12/2/2016	A/P	\$ 7,767.80

GRAND TOTAL \$ 123,681.43

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APPROVAL:

Mayor

Report Criteria:
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
7771	12/16	12/02/2016	6854	NOVEMBER	Gordon Zimmerman	CA Mileage Reimbursement	0140162094	180.36
Total 7771:								180.36
7772	12/16	12/02/2016	6965	37	Sofia Urrutia-Lopez	Contract Support	0840562110	760.00
Total 7772:								760.00
7773	12/16	12/02/2016	3150	113016	MARIANNE BUMP	Reimburse Mileage	0140162020	21.60
Total 7773:								21.60
7774	12/16	12/02/2016	5040	416	ROCKRANCH ENTERPRISES	Contract PWV Super	0340562080	1,030.50
7774	12/16	12/02/2016	5040	416	ROCKRANCH ENTERPRISES	Contract PWV Super	2140562080	2,404.50
Total 7774:								3,435.00
12021601	12/16	12/02/2016	3650	16110833	NATIONAL CABLE TELEVISION COOP.	Programming	4140562740	3,370.84
Total 12021601:								3,370.84
Grand Totals:								7,767.80

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.00	201.96-	201.96-
01-401-62020	21.60	.00	21.60
01-401-62094	180.36	.00	180.36
03-21010	.00	1,030.50-	1,030.50-
03-405-62080	1,030.50	.00	1,030.50
08-21010	.00	760.00-	760.00-
08-405-62110	760.00	.00	760.00
21-21010	.00	2,404.50-	2,404.50-
21-405-62080	2,404.50	.00	2,404.50
41-21010	.00	3,370.84-	3,370.84-
41-405-62740	3,370.84	.00	3,370.84
Grand Totals:	7,767.80	7,767.80-	.00

Report Criteria:
 Report type: GL detail

Report Criteria:
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
7748	11/16	11/30/2016	200	2872729474	AT&T MOBILITY	Electric Department Phone	5140562050	74.85
Total 7748:								
7749	11/16	11/30/2016	670	100001500 1	CASCADE LOCKS LIGHT CO.	Fire Station	0540562439	414.41
7749	11/16	11/30/2016	670	100003500 1	CASCADE LOCKS LIGHT CO.	Res. No. 2	2140562070	28.30
7749	11/16	11/30/2016	670	100030200 1	CASCADE LOCKS LIGHT CO.	Pump Lift Station	3140562070	28.30
7749	11/16	11/30/2016	670	100038200 1	CASCADE LOCKS LIGHT CO.	Well House	2140562070	1,630.01
7749	11/16	11/30/2016	670	100379100 1	CASCADE LOCKS LIGHT CO.	Treatment Plant	3140562070	1,614.60
7749	11/16	11/30/2016	670	100381300 1	CASCADE LOCKS LIGHT CO.	Warehouse	2140562070	36.42
7749	11/16	11/30/2016	670	100381300 1	CASCADE LOCKS LIGHT CO.	Warehouse	3140562070	36.42
7749	11/16	11/30/2016	670	200120000 1	CASCADE LOCKS LIGHT CO.	Cemetery Water	1740562851	28.30
7749	11/16	11/30/2016	670	300155100 1	CASCADE LOCKS LIGHT CO.	Main Lift Station	3140562070	942.78
7749	11/16	11/30/2016	670	300171800 1	CASCADE LOCKS LIGHT CO.	Museum	0140782630	142.84
7749	11/16	11/30/2016	670	300183900 1	CASCADE LOCKS LIGHT CO.	Mall Lighting	5140562800	101.83
7749	11/16	11/30/2016	670	301961200 1	CASCADE LOCKS LIGHT CO.	Moody W/T Lift Station	2140562070	29.91
7749	11/16	11/30/2016	670	6000135000	CASCADE LOCKS LIGHT CO.	Bike Path	0140162552	11.38
7749	11/16	11/30/2016	670	600136900 1	CASCADE LOCKS LIGHT CO.	City Hall Utilities	0140162552	833.82
7749	11/16	11/30/2016	670	600149800 1	CASCADE LOCKS LIGHT CO.	87 Ruckle	3140562070	37.88
7749	11/16	11/30/2016	670	601369800 1	CASCADE LOCKS LIGHT CO.	City Hall Irrigation	0140162552	86.03
7749	11/16	11/30/2016	670	601369800 1	CASCADE LOCKS LIGHT CO.	Radio Tower	0540562439	56.24
7749	11/16	11/30/2016	670	SSS DECEM	CASCADE LOCKS LIGHT CO.	Senior Sewer Subsidy	0140862025	249.70
Total 7749:								
7750	11/16	11/30/2016	790	313230273 1	CENTURYLINK	Fire Department Phones	0540562050	141.85
7750	11/16	11/30/2016	790	313401451 1	CENTURYLINK	Treatment Plant	3140562050	119.44
7750	11/16	11/30/2016	790	313470082 1	CENTURYLINK	City Hall Phones	0140162050	400.62
7750	11/16	11/30/2016	790	313786538 1	CENTURYLINK	telemetry	2140562050	130.91
7750	11/16	11/30/2016	790	313786538 1	CENTURYLINK	telemetry	3140562050	130.92
7750	11/16	11/30/2016	790	313891134 1	CENTURYLINK	Emergency After Hours	5140562050	61.27
7750	11/16	11/30/2016	790	313891134 1	CENTURYLINK	Emergency After Hours	5140662050	15.32
7750	11/16	11/30/2016	790	314228414 1	CENTURYLINK	Lift Station	3140562050	42.19
7750	11/16	11/30/2016	790	320155997 1	CENTURYLINK	wall house dialer	2140562050	9.22
Total 7750:								
								1,051.74

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
7751	11/16	11/30/2016	6996	524163	Certified Folder	December Brochure Delivery	0840562101	41.59
Total 7751:								41.59
7752	11/16	11/30/2016	1370	424544	DAY WIRELESS SYSTEMS	install radios in electric trucks	5140563730	587.29
Total 7752:								587.29
7753	11/16	11/30/2016	1480	112916	Dept. of Environmental Quality	Wastewater Operator Collection Certifica	3140562020	270.00
Total 7753:								270.00
7754	11/16	11/30/2016	1530	NOVEMBER	DISH NETWORK	Programming	4140562740	400.03
Total 7754:								400.03
7755	11/16	11/30/2016	4910	211922418 1	Elizabeth Espinoza	Refund Deposit	5121130	149.75
Total 7755:								149.75
7756	11/16	11/30/2016	7022	31767	EMS ED	ACLS & BLS Renewal	0540562020	174.50
Total 7756:								174.50
7757	11/16	11/30/2016	4910	601314102 1	Estate of Kathleen Coffey	Refund Deposit	5121130	211.23
Total 7757:								211.23
7758	11/16	11/30/2016	6890	10028863	H-Line Utility Co., LLC	351 Horstick	5140563690	472.08
Total 7758:								472.08
7759	11/16	11/30/2016	3160	112816	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0540562055	9.04
Total 7759:								9.04
7760	11/16	11/30/2016	4910	200097302 1	Matthew Nielsen	Refund Deposit	5121130	238.33
Total 7760:								238.33

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
7761	11/16	11/30/2016	3300	C081992976:	MCCOY FREIGHTLINER OF PORTLAN	windshield wipers and motor	5140562201	351.00
Total 7761:								351.00
7762	11/16	11/30/2016	6935	85164	Oregon Travel Experience	4x4 panel	0840562114	75.00
Total 7762:								75.00
7763	11/16	11/30/2016	6834	112216	Richard Haggerty	Energy Efficient Rebate	5140562140	375.00
Total 7763:								375.00
7764	11/16	11/30/2016	6780	22129729	Ricoh Americas Corporation	Lease	0140162120	179.02
Total 7764:								179.02
7765	11/16	11/30/2016	5650	141942	T & R ELECTRIC SUPPLY CO.	Credit	5140563770	2,750.00
7765	11/16	11/30/2016	5650	141942	T & R ELECTRIC SUPPLY CO.	167 KVA Single Phase Pad Mount- 690	5141662008	3,878.00
Total 7765:								1,128.00
7766	11/16	11/30/2016	6969	1130-1036	TEGNA	Programming	4140562740	277.20
Total 7766:								277.20
7767	11/16	11/30/2016	6070	984808	TW/GW, INC NAPA AUTO PARTS	hydraulic fluid	5140562201	42.99
Total 7767:								42.99
7768	11/16	11/30/2016	6110	NOVEMBER	U.S. POSTAL SERVICE	UB Postage	0140162055	278.88
Total 7768:								278.88
7769	11/16	11/30/2016	6937	317742344	US Bank Equipment Finance	contract payment	5140566001	1,188.69
7769	11/16	11/30/2016	6937	317742344	US Bank Equipment Finance	contract payment	5140566002	104.92
Total 7769:								1,293.61
7770	11/16	11/30/2016	4910	100034101 1	Wildlands Inc.	Refund Water Deposit	2121130	674.35

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 7770:								
11301601	11/16	11/30/2016	6090	2974 11/16	U S BANK CC	tote for office supplies	0140162010	8.99 M
11301601	11/16	11/30/2016	6090	2974 11/16	U S BANK CC	Caselle conference expense	0140162020	25.00 M
11301601	11/16	11/30/2016	6090	2974 11/16	U S BANK CC	Caselle conference expense	0140162020	239.08 M
11301601	11/16	11/30/2016	6090	2974 11/16	U S BANK CC	Caselle conference expense	0140162020	25.00 M
11301601	11/16	11/30/2016	6090	2974 11/16	U S BANK CC	switch for additional cameras	0140162870	45.99 M
11301601	11/16	11/30/2016	6090	2974 11/16	U S BANK CC	keys for Knox box	0140462520	36.00 M
11301601	11/16	11/30/2016	6090	2974 11/16	U S BANK CC	FOL Event Insurance	0140862022	125.74 M
11301601	11/16	11/30/2016	6090	2974 11/16	U S BANK CC	ipad data plan	0540562050	14.99 M
Total 11301601:								
11301602	11/16	11/30/2016	6090	2305 11/16	U S BANK CC	facebook ad	0840562114	31.69 M
Total 11301602:								
11301603	11/16	11/30/2016	6090	4393 11/16	U S BANK CC	building keys	0140462520	7.00 M
Total 11301603:								
11301604	11/16	11/30/2016	6090	5243 11/16	U S BANK CC	City Administrator Expense	0140162020	59.21 M
Total 11301604:								
11301605	11/16	11/30/2016	6090	8789 11/16	U S BANK CC	storage bins for new truck	5140562201	249.68 M
11301605	11/16	11/30/2016	6090	8789 11/16	U S BANK CC	tools	5140562870	49.85 M
Total 11301605:								
11301606	11/16	11/30/2016	440	OCT16-PW/R	BPA	October Power Bill	5140562820	52,526.00 M
11301606	11/16	11/30/2016	440	OCT16-PW/R	BPA	October Power Bill	5140662820	8,873.00 M
Total 11301606:								
11301607	11/16	11/30/2016	440	OCT16-TRN	BPA	October Transmission Bill	5140562821	5,382.00 M
11301607	11/16	11/30/2016	440	OCT16-TRN	BPA	October Transmission Bill	5140662821	909.00 M

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 11301607:								6,291.00
Grand Totals:								83,272.87

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.00	2,754.30-	2,754.30-
01-401-62010	8.99	.00	8.99
01-401-62020	348.29	.00	348.29
01-401-62050	400.62	.00	400.62
01-401-62055	278.98	.00	278.98
01-401-62120	179.02	.00	179.02
01-401-62552	931.23	.00	931.23
01-401-62870	45.99	.00	45.99
01-404-62520	43.00	.00	43.00
01-407-62830	142.84	.00	142.84
01-408-62022	125.74	.00	125.74
01-408-62025	249.70	.00	249.70
05-21010	.00	811.03-	811.03-
05-405-62020	174.50	.00	174.50
05-405-62050	156.84	.00	156.84
05-405-62055	9.04	.00	9.04
05-405-62439	470.65	.00	470.65
08-21010	.00	148.28-	148.28-
08-405-62101	41.59	.00	41.59
08-405-62114	106.69	.00	106.69
17-21010	.00	28.30-	28.30-
17-405-62551	28.30	.00	28.30
21-21010	.00	2,539.12-	2,539.12-
21-21130	674.35	.00	674.35
21-405-62050	140.13	.00	140.13
21-405-62070	1,724.64	.00	1,724.64
31-21010	.00	3,222.53-	3,222.53-
31-405-62020	270.00	.00	270.00
31-405-62050	292.55	.00	292.55
31-405-62070	2,659.98	.00	2,659.98
41-21010	.00	677.23-	677.23-
41-405-62740	677.23	.00	677.23
51-21010	2,750.00	73,842.08-	73,092.08-
51-21130	599.31	.00	599.31
51-405-62050	136.12	.00	136.12
51-405-62140	375.00	.00	375.00
51-405-62201	643.67	.00	643.67
51-405-62800	101.83	.00	101.83

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
51-405-62820	52,526.00	.00	52,526.00
51-405-62821	5,382.00	.00	5,382.00
51-405-62870	49.85	.00	49.85
51-405-63690	472.08	.00	472.08
51-405-63730	587.29	.00	587.29
51-405-63770	.00	2,750.00-	2,750.00-
51-405-66001	1,188.69	.00	1,188.69
51-405-66002	104.92	.00	104.92
51-406-62050	15.32	.00	15.32
51-406-62620	8,873.00	.00	8,873.00
51-406-62821	909.00	.00	909.00
51-416-62009	3,878.00	.00	3,878.00
Grand Totals:	88,772.87	88,772.87-	.00

Report Criteria:
 Report type: GL detail

STAFF REPORT

Date Prepared: November 22, 2016

For City Council Meeting: November 28, 2016

TO: Honorable Mayor and City Council

PREPARED BY: Kathy Woosley, City Recorder

APPROVED BY: Gordon Zimmerman, City Administrator

SUBJECT: IBEW Local Union No. 125 Agreement

SYNOPSIS: The IBEW Local Union No. 125 Agreement was set to expire on December 31, 2015 and an extension was granted until December 31, 2016. The expired agreement is included showing changes made to the new agreement as previously discussed by Council in Executive Session.

CITY COUNCIL OPTIONS:

1. Approve Agreement.
2. Do not approve Agreement.
3. Make changes to Agreement.

RECOMMENDATION: MOTION: "I move to approve the Agreement between the City of Cascade Locks and International Brotherhood of Electrical Workers Local Union No. 125."

Legal Review and Opinion: Agreement has been reviewed by Legal Counsel.

RESOLUTION NO. 1366

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AND ENDORSE AN AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) LOCAL UNION NO. 125.

WHEREAS, the current Agreement between the City of and the IBEW No. 125 is set to expire December 31, 2016; and

WHEREAS, the Council has found that it is necessary and desirable to endorse and agree with the agreement proposed by the International Brotherhood of Electrical Workers Local Union No. 125.

THE COMMON COUNCIL FOR THE CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON, RESOLVES AS FOLLOWS:

SECTION 1. Authorizing the City Administrator to Execute and Endorse Agreement. The City Administrator is hereby authorized to execute and endorse the agreement with the International Brotherhood of Electrical Workers Local Union No. 125 of which the City of Cascade Locks is a member. The terms and conditions as set forth in an agreement entitled "City of Cascade Locks and International Brotherhood of Electrical Workers Local Union No. 125," a copy of which is attached hereto as Exhibit A, and incorporated by reference herein.

SECTION 2. Effective Date. This resolution shall become effective upon adoption by the Council and approved by the Mayor.

ADOPTED by the City Council this 12th day of December, 2016.

APPROVED by the Mayor this 12th day of December, 2016.

Mayor

ATTEST:

City Recorder

EXHIBIT A

AGREEMENT

BETWEEN THE

CITY OF CASCADE LOCKS

AND

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

LOCAL UNION No. 125

January 1, 2017 through June 30, 2021

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The CITY OF CASCADE LOCKS, OREGON, hereinafter referred to as the "City", and LOCAL UNION NO. 125 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "Union", hereby mutually establish and agree upon the working conditions and wage schedule hereinafter set forth covering those employees listed in Article X, Section 10.10.

Throughout this Agreement, the masculine gender also includes women and the singular shall be construed as plural whenever appropriate.

ARTICLE I

TERM OF AGREEMENT

1.1 This Agreement shall become effective January 1, 2017, and shall remain in effect through June 30, 2021. 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, at least sixty (60) days prior to the expiration date of the contract or any anniversary date, requesting that the Agreement be reopened for changes and/or termination.

1.1.1 If during the term of this Agreement any Article or Section of this Agreement shall be found invalid or unlawful by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles or Sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In such event the City and the Union agree to negotiate substitute provisions as soon as is reasonably possible.

1.1.2 Should the City enter into a written Agreement, hereinafter referred to as the "Second Agreement," with any other Local Union of the International Brotherhood of Electrical Workers and then violate any of the provisions of the said Second Agreement, then such violation shall be deemed sufficient cause for the cancellation of this Agreement by the Union; conversely, should such other Local Union violate any of the provisions of the said Second Agreement, then such violation shall be deemed sufficient cause for the cancellation of this Agreement by the City.

1.2 This Agreement shall be subject to change or modification by mutual agreement between the parties hereto, without notice of termination by either party.

ARTICLE II

UNION SECURITY

2.1 The City hereby recognizes the Union as the exclusive Bargaining Agency for all employees in the classifications mentioned in Section 10.10 of Article X hereof.

2.2 All employees classified in this Agreement who are presently members of the Union shall continue their membership in the Union as a condition of continued employment with the City. Present employees who are not Union members and all new employees who elect not to join the Union shall be covered by a fair share agreement.

The fair share cost for each such employee in the unit is fixed proportionately at the amount of dues uniformly required of each member of the Union, which amount shall be paid monthly by each such employee to a charity of the employee's choosing and which is acceptable to the Union, or to the Union itself for the purpose of support. This shall be at the option of such employee.

2.2.1 Temporary employees of the City shall not be required to be members of the Union during such temporary employment, except that beginning on the second month of such temporary employment the employee shall pay support to the Union in an amount equal to regular Union dues if the temporary employee works eighty (80) hours or more per month.

2.2.2 Temporary employee is defined as any employee who has been appointed for a limited period not to exceed six (6) months for a full-time employee or 600 hours of employment in any calendar year for a part-time employee.

2.3 In the employment of unskilled labor, other conditions being equal, preference may be given to residents of Cascade Locks, Oregon.

2.4 The City agrees to provide payroll deduction of Union dues. The City shall not be liable for check-off errors, but will make proper adjustments with the Union as soon as is practicable.

2.5 The City shall supply bulletin boards for the use of the Union in posting officially signed Union bulletins.

2.6 Any reference to Lineman in this Agreement shall mean those directly employed by the City of Cascade Locks.

2.7 The installation, maintenance, and termination of all wires in all underground or overhead electrical systems and transformers will be performed by Journeyman Linemen or contractors whose Journeyman Linemen have completed a state approved apprenticeship or equivalent.

ARTICLE III

ADJUSTMENT OF GRIEVANCES

3.1 A grievance is hereby defined as an alleged violation of the terms of this Agreement, or a dispute regarding the meaning or interpretation of a particular clause of this Agreement.

3.2 The Grievance Process must be initiated within ten (10) working days from the occurrence, or reasonable first knowledge thereof; however, this time limit may be waived by mutual consent. The Grievance shall be reduced to writing and signed by the aggrieved party and shall include the following information:

- (a) A statement of the grievance and the facts upon which it is based;
- (b) The remedial action requested; and
- (c) The Section of this Agreement to which the grievance relates.

3.3 All meetings and hearings under this procedure shall be kept informal and private, and shall include an accredited representative of the City, and an accredited representative of the Union requested by the aggrieved party and the individual(s) seeking settlement of a grievance. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee, unless required to be disclosed pursuant to law.

3.4 A grievance initiated by the City shall be presented to the Union's Business Manager or his authorized representative and a grievance initiated by any member of the Union shall be presented to the City Administrator.

3.5 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 engage in any lockout.

3.6 The parties hereto agree to make a diligent effort to settle, by direct negotiation and within thirty (30) days after the same are brought to the attention of the Executive Officers of both parties, all grievances arising under this Agreement. Failing in such direct attempt to effect settlement by direct negotiations, such controversies or differences as come within its jurisdiction shall be referred to the Oregon State Board of Conciliation for disposition, in accordance with the provisions of Oregon Revised Statutes 243.650 et seq., including statutory arbitration, if and when necessary.

ARTICLE IV

CLASSIFICATIONS AND DEFINITIONS

4.1 This Agreement covers all job classifications listed in Section 10.10 of Article X hereof and the functional operations of the Bargaining Unit shall consist of these classifications. It is mutually understood that this is not meant to preclude regular operation of the City's work in other municipal areas, which may arise from time to time.

ARTICLE V

WORKING HOURS

5.1 For employees, eight (8) hours a day on the job shall constitute a day's work, and the regular hours of work, except where otherwise agreed upon by the parties hereto shall be from 8:00 a.m. to 4:30 p.m., with one-half (1/2) hour off for lunch at midway in the shift. With mutual consent of the City and the affected employees the above hours may be changed.

5.2 Five (5) 8-hour days shall constitute a week's work. The two (2) days off shall be in sequence and one (1) of such days shall be Sunday. Crews required to work on Saturday and lay off on Monday shall rotate.

5.3 Work in excess of eight (8) hours per day, and work in excess of five 8-hour days or forty (40) hours in any workweek, shall be considered overtime, but hours of work for which daily overtime is allowed shall not be included in computing weekly overtime.

5.4 All employees required, in the course of duty, to travel from one headquarters to another or to the site of the job, or from station to station, or from shop to shop, shall do so on the City's time.

5.5 For the purposes of this Agreement, regular mealtimes for other than shift workers are designated as follows: Breakfast, 6:30 a.m. to 7:00 a.m.; Lunch, 12:00 Noon to 12:30 p.m.; Dinner, 6:00 p.m. to 6:30 p.m. Suppertime for employees working past midnight shall be 12:00 midnight to 12:30 a.m.

ARTICLE VI

HOLIDAYS AND VACATIONS

6.1 The following twelve (12) holidays will be observed: New Year's Day, Martin Luther King Day, President's Day (3rd Monday in February), Memorial Day, Independence Day, Labor Day, Veteran' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and two (2) floating holidays compensated for at the straight-time rate of pay.

6.1.1 When a holiday falls on an employee's day off, the employee shall receive a workday off to compensate. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

6.2 All regular full-time employees are eligible to accrue vacation according to the following schedule. Vacation benefits for regular part-time employees shall be prorated based on the number of hours worked on a monthly basis.

Vacation leave shall accrue at the following rate:

1 year	40 Hours	(1 week)
2 through 5 years	80 Hours	(2 weeks)
6 through 10 years	120 Hours	(3 weeks)
11 through 15 years	160 Hours	(4 weeks)
16 years and thereafter	200 Hours	(5 weeks)

6.3 A maximum of two hundred and forty (240) hours vacation may be carried over from one calendar year to the next, unless a greater amount is authorized by the City Administrator.

6.4 On termination of employment, an employee who has not taken his vacation and who has been employed continuously for at least six (6) full calendar months shall be entitled to vacation compensation as defined above.

6.5 Vacations shall be taken any time during the calendar year, due consideration being given to the necessity of maintaining continuity of service and seniority of the employees.

6.5.1 An employee requesting time off from work may take the necessary time off from his vacation consistent with the operating needs of the City, and after making arrangement in advance.

6.6 All employees shall be allowed sick leave at the rate of one (1) day for each full month of employment. Unused sick leave may be accumulated up to a maximum of twelve hundred (1200) hours. Credit will be allowed only for time off taken on sick leave within the regular scheduled workweeks.

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

6.7.1 The City may, at the discretion of the employer's supervisor or the City Administrator, require proof of the reason for utilization of sick leave, including the requirement that the employee produce to the City a physician's statement or certification and may further require the employee to be examined by a physician of the City's choice to verify the employee's medical condition at the City's expense.

6.8 Injury Subsidization: In the case of an on-the-job accident or an injury as determined by City County Insurance Services (CIS) or the City's workers' compensation carrier, an employee eligible for worker's compensation benefits while unable to work, shall receive the following subsidy:

For the first three (3) months the City shall pay employee who is unable to work the difference between the amount paid to the employee by the City's workers' compensation carrier and one hundred percent (100%) of the employee's regular straight-time wages.

After three (3) months and for a period of six (6) additional months, the City shall pay employee who is unable to work the difference between the amount paid to the employee by the City's worker's compensation carrier and eighty percent (80%) of the employee's regular straight-time wages.

Thereafter, any further payments will be at the option of the City.

6.8.1 In no case shall wages paid to any employee exceed what the employee would regularly have earned during that given time period.

ARTICLE VII

APPRENTICES

7.1 The City may participate in the apprentice program subject to regulations as set forth in the Oregon Occupational Safety and Health Code and established standard Union practice.

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

7.3 Apprentices will not be permitted to work on energized lines of more than 750 volts until they have served the first twenty-four (24) months of apprenticeship, except by mutual consent of the City and the Union.

7.4 An Apprentice is an employee who is engaged in learning any one (1) of the branches of outside electrical trade listed in this Agreement, and who has been properly indentured by the Oregon State Apprenticeship and Training Council.

7.5 Upon completion of the requirements of the Oregon State Apprenticeship and Training Council's schooling and on-the-job training said Apprentice shall be required to pass the Journeyman Lineman's exam at Local #125 to be a qualified Journeyman Lineman.

ARTICLE VIII

SAFETY PRECAUTIONS

8.1 The City agrees to furnish protective shields and first aid sets for the protection of men when working in any work where protective apparatus is needed or requested.

8.2 The parties hereto agree to cooperate in the exercise of all proper precautions for the protection of employees in the performance of their duties, and in the observance of safety rules of the State of Oregon as promulgated from time-to-time by State supervisory authority, which shall become a part of this Agreement with like force and effect as if fully set forth herein.

ARTICLE IX

SENIORITY

9.1 The classifications covered by this Agreement are such that as opportunities for advancement occur, the man who is senior in point of service in that classification within

the department shall be given the first opportunity for advanced positions and that, all other factors being equal, seniority will be the determining element. It is recognized that due to the very few number of persons working in the department, particularly in regards to the position of Foreman with the supervisory responsibilities inherent in that job, the City may, after reviewing in-house applicants, promote or hire from outside the most qualified individual for the job.

9.2 When employees are laid off or downgraded during slack periods those employees so affected and who have been continuously employed by the City for at least one (1) year shall, if their addresses are known to the City when a vacancy occurs, be given first opportunity to return to their former positions.

9.2.1 The requirement that the City give first opportunity for recall to an employee shall be limited to a period of two (2) years from the date of layoff and shall be expressly conditioned on the following requirements:

- (a) The employee must meet job and skill qualifications for the position to be filled;
- (b) The employee must meet minimum physical requirements for the employment; and
- (c) The employee must be available to go to work, with reasonable notice, within a reasonable time, from the City at the date and place specified by the City.

Employees who fail to meet the above qualifications for recall or who fail to respond to the time and date specified, shall forfeit their recall rights.

9.3 An employee called for military duty or elected or appointed to an office in Local Union No. 125, requiring all or part of the employee's time, shall not lose the employee's established seniority during such service and for such purposes the City will, on application, grant the employee leave of absence without pay.

9.4 The City reserves the right to discharge any employee for good reason; however, the reason for such discharge shall be given in writing within forty-eight (48) hours of the time of such discharge. The discharged employee shall, upon demand in writing, be given the right to a hearing as provided in Article III of this Agreement, and if the allegations against the employee are not proven and justifiable, the employee shall be immediately reinstated and reimbursed for time lost.

9.4.1 The following examples of misconduct on the part of an employee shall be grounds for immediate discharge; however, they constitute examples only and discharge shall not be limited to such examples: dishonesty, insubordination, use of alcohol or dangerous drugs during working hours, willful destruction of or damaging City property, willful neglect of duty, endangering other employees or the public, theft falsification of application or City Records.

ARTICLE X
WAGES AND TRAVELING EXPENSES

10.1 Overtime shall be compensated for at two times (2x) the regular rate of pay.

10.2 Employees shall be paid at the overtime rate for all time worked on other than their regular shift or day, including work during meal periods when such time is not a part of their regular shift, and for all time worked on holidays named in Article VI, Section 1.

10.3 An employee who is subject to call during their regular time off shall be paid for one (1) hour at their straight-time rate for each eight (8) hour period or major fraction thereof that they are subject to and available for call during each standby period, provided that an employee on call duty on a holiday as defined in Article VI, shall be paid for two (2) hours at their straight-time rate for each eight (8) hour period or major fraction thereof that they are on call. Such payments for standby duty shall be in addition to compensation for the services of such employee when actually called out while standing by. Such payments, by mutual agreement, may be in the form of either monetary compensation, or compensatory time off.

10.3.1 Standby may be called by the City at any time and the City shall strive to provide reasonable notice prior to requiring standby service. An employee on standby duty shall report ready to work within twenty (20) minutes of being called at a prearranged phone or by radio. Exceptions shall be made only for personal or family emergencies, in which case reasonable efforts shall be made by the employee on standby to secure alternate coverage and notify the City Administrator.

10.4 Employees hired to work out of temporary headquarters will receive no allowance for transportation or subsistence, but regular employees transferred to temporary headquarters will travel on City time and expense and will be furnished board and lodging while working out of temporary headquarters. The City shall not be obligated to pay transportation or subsistence expenses of an employee incurred after the employee has terminated their employment.

10.5 In emergency cases when employees working overtime have no opportunity to return to their homes at regular mealtimes, as designated in Section 5 of Article V hereof, the City shall provide meals, including lunches, if employees have not been notified in advance to provide their own lunches. When an employee is called out for emergency work, the City will furnish transportation from headquarters to the job and return to headquarters.

10.6 The City will pay employees on a bi-weekly basis. If a payday falls on a holiday, payment will be made on the nearest preceding business day.

10.7 The overtime of an employee called from their home for overtime work shall be computed from the time the employee leaves home until they have returned thereto,

meal and rest periods excepted, unless notified in advance, during their regular work period or shift, in which case such overtime shall be computed from the time of starting from headquarters until they return to headquarters. In either case, the employee shall receive pay at the overtime rate for not less than one (1) hour.

10.8 When employees not on regular shift are required to work between 10:00 p.m. and 6:00 a.m. they shall receive overtime pay for not less than two (2) hours.

10.9 Employees who are required to work for eight (8) or more hours on overtime between quitting time of one (1) day and prior to 8:00 a.m. the following day or, employees who are required to work four (4) or more hours from Midnight to their regular scheduled starting time shall not be required to work their regular shift except at the overtime rate of pay. Employees who are required to work for eight (8) hours or more on overtime between quitting time on one (1) day and prior to 8:00 a.m. the following day, or who are required to work for four (4) or more hours from Midnight to their regular scheduled starting time, as hereinbefore stated, and it is desired by the Supervisor that said employees do not work their regular shift, the employee shall be so instructed by the end of said overtime shift. The employee, in no case, will lose any straight-time wages or benefits for not working his regular shift because of being relieved of his duty by the City.

10.10 The following job classifications and wage scales are hereby adopted by the City and the Union, effective January 1, 2017.

Wage Rates Effective:	1/1/2016	1/1/2017 3.50%
<u>Classification</u>		
Working Foreman	46.84	48.48
Lead Lineman	43.60	45.13
Journeyman Lineman	42.45	43.94
Apprentice Lineman, 6th Step 90% Journeyman Scale	38.21	39.55
Apprentice Lineman, 5th Step 87% Journeyman Scale	36.93	38.22
Apprentice Lineman, 4th Step 83% Journeyman Scale	35.23	36.46
Apprentice Lineman, 3rd Step 80% Journeyman Scale	33.96	35.15
Apprentice Lineman, 2nd Step 75% Journeyman Scale	31.84	32.95
Apprentice Lineman, 1st Step 73% Journeyman Scale	30.99	32.07
Equipment Operator	33.30	34.47

A. Effective January 1, 2017, there will be a general wage increase for all classifications of three and one half percent (3.5%).

Effective July 1, 2018, there will be a general wage increase for all classifications of three and one half percent (3.5%).

Effective July 1, 2019, there will be a general wage increase for all classifications of three and one half percent (3.5%).

- B. Effective July 1, 2020, all classification rates will be increased by the average of the percentage increase in hourly wages of the following utilities: Portland General Electric, Pacific Power, Skamania PUD, Klickitat PUD, Northern Wasco PUD, Wasco Electric Cooperative, and Hood River Electric Cooperative. The Union will provide to the City copies of the other utilities contracts to allow for verification of wage increases.

10.10.1 The increases will be based on a minimum of four of the above listed utilities or the sum of all the utilities that have settled by April 1 of the affected year, whichever number is greater. The percentage increase will be effective on the following July 1.

10.10.2 In the event of split wages at any of the surveyed utilities, the wage increase will be handled as follows: The Union and the City will meet prior to the anniversary date to determine the next year's wage adjustment.

ARTICLE XI

WORKING RULES

11.1 All employees employed on work seventy-five (75) feet above ground or higher, shall be paid at the rate of double-time (2x) while working at such height. This rule shall not apply when employees are working on roofs of buildings where no exceptional hazards exist.

11.2 When an employee is transferred to any position in which they have had no previous experience, they shall be given a reasonable break-in period with an experienced employee in that position without an increase in pay. Otherwise, employees will be paid on the basis herein prescribed for the classification in which they are working.

11.3 All framing and erecting of poles and towers shall be considered line work and shall be done by Linemen, with the assistance of necessary Groundmen.

11.4 All stubbing of poles on transmission and distribution lines shall be done under the supervision of a Journeyman Lineman.

11.5 Hole digging shall be under the supervision of a Journeyman Lineman or Crew Foreman when supervision is required.

11.6 When two (2) or more Journeymen are working together unsupervised on maintenance or construction, one (1) of them shall be designated as Lead Lineman and shall receive the rate of pay provided for that classification.

11.7 Work required of Foreman: Foreman is a working member of a crew. The Foreman would serve as safety watch or Groundman. Foreman, in order to properly supervise the work and look out for the safety of their men, cannot do so if they are required to work as Foreman and Lineman at the same time.

11.7.1 They should be constantly alert and shall not be required to serve in such dual capacity, except in crews of not more than two (2) Linemen, which case they may work as one (1) of the two (2) Linemen.

11.7.2 In such crews each Lineman may have a Groundman, but if additional Linemen or Groundmen are added to the crew, the Foreman shall cease working as a Lineman.

ARTICLE XII

EMPLOYEE BENEFITS

The following employee benefits shall be provided to regular full-time employees only, who are covered under this Agreement.

12.1 Effective January 1, 1998, employees covered by this Agreement are insured under the Public Employees Retirement System for the State of Oregon. The City will continue to contribute to the system both the Employer and Employee's portion as dictated by PERS.

12.2 If allowed by statute, full credit for unused sick leave will apply towards retirement credit through the Public Employees Retirement System.

12.3 City shall provide Term Life Insurance equal to one times (1X) the employee's annual base wage rounded off to the higher figure of \$1000.00 increments up to a maximum of \$75,000. Any additional coverage will be at the employee's own expense.

12.4 The City will pay ninety percent (90%), and the employee will pay ten percent (10%) of the cost of long-term disability insurance with a maximum of three thousand dollars (\$3,000) salary coverage per employee per month.

12.5 Beginning January 1, 2017, the City shall pay 90% of the premium for CIS Plan VA until no longer available. Beginning January 1 of the year following the unavailability of Plan VA, the City shall pay 90% of the premium for CIS Copay Plan A.

Article XIII

Temporary Lineman

The terms and conditions of temporary employment are set forth below:

Temporary employment with the City of Cascade Locks shall be at the sole discretion of the City of Cascade Locks and will be "at will," without recourse to the grievance

procedure. Either the employee or the City of Cascade Locks may terminate said temporary employment at any time for any reason with 24 hours' notice. This temporary employment will not exceed thirty (30) days without the approval of the City Council or ninety (90) days total duration. Temporary employees employed by the City of Cascade Locks shall be required to become members of IBEW Local 125 (the Union) after eight (8) calendar days of employment. The Union agrees that the position of temporary lineman is not an employee classification covered in Article X, Section 10.10 of the Collective Bargaining Agreement currently in effect between the City of Cascade Locks and the IBEW Local 125.

The Union agrees to notify the City of Cascade Locks at least thirty (30) calendar days in advance of any changes in the National Electrical Contract Association (NECA) rate of pay for Journeyman Lineman.

The City will use the applicable NECA rates. The following are the 2016 NECA rates and related benefit expenses:

Straight Time:	Hourly Rate (Construction Rate 1X):	\$49.24
	Medical (LINECO):	\$ 5.25
	HRA	\$.40
	Short-Term Disability	\$.45
	Pension (NEAP):	\$ 8.85
	Pension (NEBF-3%)	\$ 1.48
	<hr/>	
	Total Straight Time Rate:	\$65.67

Overtime:	Hourly Rate (Construction Rate 2X):	\$98.48
	Medical (LINECO):	\$ 5.25
	HRA	\$.40
	Short-Term Disability	\$.45
	Pension (NEAP):	\$ 8.85
	Pension (NEBF-3%)	\$ 2.95
	<hr/>	
	Total Straight Time Rate:	\$116.38

During the term of this Agreement, the employee's hours of work will be consistent with the provisions of Article 5.3 of the Collective Bargaining Agreement (CBA), except as provided herein. However, because the City of Cascade Locks' business needs may change, no particular schedule of hours of work is guaranteed, and the City of Cascade Locks reserves the right to modify such hours of work as circumstances warrant.

Temporary employees will be expected to abide by the City of Cascade Locks' policies, procedures, and working rules.

For single days of employment, the temporary Journeyman Lineman will be paid at day's end. For longer duration employment, the employee will be paid weekly (each Friday.)

ARTICLE XIV
STATEMENT OF MANAGEMENT RIGHTS

City retains all customary, usual and exclusive rights, decision-making prerogatives, function and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

WITNESS our hands and seals the _____ day of _____, 2016.

**INT'L BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL UNION NO. 125**

CITY OF CASCADE LOCKS, OREGON

Travis Eri
Business Manager

Gordon Zimmerman
City Administrator

AGREEMENT

BETWEEN THE

CITY OF CASCADE LOCKS

AND

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

LOCAL UNION No. 125

January 1, 2017 through June 30, 2021

~~**JANUARY 1, 2011 THROUGH DECEMBER 31, 2015**~~

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Throughout this Agreement, the masculine gender also includes women and the singular shall be construed as plural whenever appropriate.

ARTICLE I

TERM OF AGREEMENT

1.1 This Agreement shall become effective January 1, ~~2014~~ **2017**, and shall remain in effect through ~~December 31, 2015~~ **June 30, 2021**. 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, at least sixty (60) days prior to the expiration date of the contract or any anniversary date, requesting that the Agreement be reopened for changes and/or termination.

1.1.1 If during the term of this Agreement any Article or Section of this Agreement shall be found invalid or unlawful by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles or Sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In such event the City and the Union agree to negotiate substitute provisions as soon as is reasonably possible.

1.1.2 Should the City enter into a written Agreement, hereinafter referred to as the "Second Agreement," with any other Local Union of the International Brotherhood of Electrical Workers and then violate any of the provisions of the said Second Agreement, then such violation shall be deemed sufficient cause for the cancellation of this Agreement by the Union; conversely, should such other Local Union violate any of the provisions of the said Second Agreement, then such violation shall be deemed sufficient cause for the cancellation of this Agreement by the City.

1.2 This Agreement shall be subject to change or modification by mutual agreement between the parties hereto, without notice of termination by either party.

ARTICLE II

UNION SECURITY

2.1 The City hereby recognizes the Union as the exclusive Bargaining Agency for all employees in the classifications mentioned in Section 10.10 of Article X hereof.

2.2 All employees classified in this Agreement who are presently members of the Union shall continue their membership in the Union as a condition of continued employment with the City. Present employees who are not Union members and all new

employees who elect not to join the Union shall be covered by a fair share agreement. The fair share cost for each such employee in the unit is fixed proportionately at the amount of dues uniformly required of each member of the Union, which amount shall be paid monthly by each such employee to a charity of the employee's choosing and which is acceptable to the Union, or to the Union itself for the purpose of support. This shall be at the option of such employee.

2.2.1 Temporary employees of the City shall not be required to be members of the Union during such temporary employment, except that beginning on the second month of such temporary employment the employee shall pay support to the Union in an amount equal to regular Union dues if the temporary employee works eighty (80) hours or more per month.

2.2.2 Temporary employee is defined as any employee who has been appointed for a limited period not to exceed six (6) months for a full-time employee or 600 hours of employment in any calendar year for a part-time employee.

2.3 In the employment of unskilled labor, other conditions being equal, preference may be given to residents of Cascade Locks, Oregon.

2.4 The City agrees to provide payroll deduction of Union dues. The City shall not be liable for check-off errors, but will make proper adjustments with the Union as soon as is practicable.

2.5 The City shall supply bulletin boards for the use of the Union in posting officially signed Union bulletins.

2.6 Any reference to Lineman in this Agreement shall mean those directly employed by the City of Cascade Locks.

2.7 The installation, maintenance, and termination of all wires in all underground or overhead electrical systems and transformers will be performed by Journeyman Linemen or contractors whose Journeyman Linemen have completed a state approved apprenticeship or equivalent.

ARTICLE III

ADJUSTMENT OF GRIEVANCES

3.1 A grievance is hereby defined as an alleged violation of the terms of this Agreement, or a dispute regarding the meaning or interpretation of a particular clause of this Agreement.

3.2 The Grievance Process must be initiated within ten (10) working days from the occurrence, or reasonable first knowledge thereof; however, this time limit may be waived by mutual consent. The Grievance shall be reduced to writing and signed by the aggrieved party and shall include the following information:

- (a) A statement of the grievance and the facts upon which it is based;
- (b) The remedial action requested; and
- (c) The Section of this Agreement to which the grievance relates.

3.3 All meetings and hearings under this procedure shall be kept informal and private, and shall include an accredited representative of the City, and an accredited representative of the Union requested by the aggrieved party and the individual(s) seeking settlement of a grievance. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee, unless required to be disclosed pursuant to law.

3.4 A grievance initiated by the City shall be presented to the Union's Business Manager or his authorized representative and a grievance initiated by any member of the Union shall be presented to the City Administrator.

3.5 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 engage in any lockout.

3.6 The parties hereto agree to make a diligent effort to settle, by direct negotiation and within thirty (30) days after the same are brought to the attention of the Executive Officers of both parties, all grievances arising under this Agreement. Failing in such direct attempt to effect settlement by direct negotiations, such controversies or differences as come within its jurisdiction shall be referred to the Oregon State Board of Conciliation for disposition, in accordance with the provisions of Oregon Revised Statutes 243.650 et seq., including statutory arbitration, if and when necessary.

ARTICLE IV

CLASSIFICATIONS AND DEFINITIONS

4.1 This Agreement covers all job classifications listed in Section 10.10 of Article X hereof and the functional operations of the Bargaining Unit shall consist of these classifications. It is mutually understood that this is not meant to preclude regular operation of the City's ~~cable TV system and~~ work in other municipal areas, which may arise from time to time.

ARTICLE V

WORKING HOURS

5.1 For employees, eight (8) hours a day on the job shall constitute a day's work, and the regular hours of work, except where otherwise agreed upon by the parties hereto shall be from 8:00 a.m. to 4:30 p.m., with one-half (1/2) hour off for lunch at

midway in the shift. With mutual consent of the City and the affected employees the above hours may be changed.

5.2 Five (5) 8-hour days shall constitute a week's work. The two (2) days off shall be in sequence and one (1) of such days shall be Sunday. Crews required to work on Saturday and lay off on Monday shall rotate.

5.3 Work in excess of eight (8) hours per day, and work in excess of five 8-hour days or forty (40) hours in any workweek, shall be considered overtime, but hours of work for which daily overtime is allowed shall not be included in computing weekly overtime.

5.4 All employees required, in the course of duty, to travel from one headquarters to another or to the site of the job, or from station to station, or from shop to shop, shall do so on the City's time.

5.5 For the purposes of this Agreement, regular mealtimes for other than shift workers are designated as follows: Breakfast, 6:30 a.m. to 7:00 a.m.; Lunch, 12:00 Noon to 12:30 p.m.; Dinner, 6:00 p.m. to 6:30 p.m. Suppertime for employees working past midnight shall be 12:00 midnight to 12:30 a.m.

ARTICLE VI

HOLIDAYS AND VACATIONS

6.1 The following twelve (12) holidays will be observed: New Year's Day, Martin Luther King Day, President's Day (3rd Monday in February), Memorial Day, Independence Day, Labor Day, Veteran' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and two (2) floating holidays compensated for at the straight-time rate of pay.

6.1.1 When a holiday falls on an employee's day off, the employee shall receive a workday off to compensate. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

6.2 All regular full-time employees are eligible to accrue vacation according to the following schedule. Vacation benefits for regular part-time employees shall be prorated based on the number of hours worked on a monthly basis.

Vacation leave shall accrue at the following rate:

1 year	40 Hours	(1 week)
2 through 5 years	80 Hours	(2 weeks)
6 through 10 years	120 Hours	(3 weeks)
11 through 15 years	160 Hours	(4 weeks)
16 years and thereafter	200 Hours	(5 weeks)

6.3 A maximum of two hundred and forty (240) hours vacation may be carried over from one calendar year to the next, unless a greater amount is authorized by the City Administrator.

6.4 On termination of employment, an employee who has not taken his vacation and who has been employed continuously for at least six (6) full calendar months shall be entitled to vacation compensation as defined above.

6.5 Vacations shall be taken any time during the calendar year, due consideration being given to the necessity of maintaining continuity of service and seniority of the employees.

6.5.1 An employee requesting time off from work may take the necessary time off from his vacation consistent with the operating needs of the City, and after making arrangement in advance.

6.6 All employees shall be allowed sick leave at the rate of one (1) day for each full month of employment. Unused sick leave may be accumulated up to a maximum of twelve hundred (1200) hours. Credit will be allowed only for time off taken on sick leave within the regular scheduled workweeks.

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

6.7.1 The City may, at the discretion of the employer's supervisor or the City Administrator, require proof of the reason for utilization of sick leave, including the requirement that the employee produce to the City a physician's statement or certification and may further require the employee to be examined by a physician of the City's choice to verify the employee's medical condition at the City's expense.

6.8 Injury Subsidization: In the case of an on-the-job accident or an injury as determined by City County Insurance Services (CIS) or the City's workers' compensation carrier, an employee eligible for worker's compensation benefits while **disabled unable to work**, shall receive the following subsidy:

For the first three (3) months the City shall pay ~~to such disabled~~ employee **who is unable to work** the difference between the amount paid to the employee by the City's workers' compensation carrier and one hundred percent (100%) of the employee's regular straight-time wages.

After three (3) months and for a period of six (6) additional months, the City shall pay ~~to such disabled~~ employee **who is unable to work** the difference between the amount

paid to the employee by the City's worker's compensation carrier and eighty percent (80%) of the employee's regular straight-time wages.

Thereafter, any further payments will be at the option of the City.

6.8.1 In no case shall wages paid to any employee exceed what the employee would regularly have earned during that given time period.

ARTICLE VII

APPRENTICES

7.1 The City may participate in the apprentice program subject to regulations as set forth in the Oregon Occupational Safety and Health Code and established standard Union practice.

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

7.3 Apprentices will not be permitted to work on energized lines of more than 750 volts until they have served the first twenty-four (24) months of apprenticeship, except by mutual consent of the City and the Union.

7.4 An Apprentice is an employee who is engaged in learning any one (1) of the branches of outside electrical trade listed in this Agreement, and who has been properly indentured by the Oregon State Apprenticeship and Training Council.

7.5 Upon completion of the requirements of the Oregon State Apprenticeship and Training Council's schooling and on-the-job training said Apprentice shall be required to pass the Journeyman Lineman's exam at Local #125 to be a qualified Journeyman Lineman.

ARTICLE VIII

SAFETY PRECAUTIONS

8.1 The City agrees to furnish protective shields and first aid sets for the protection of men when working in any work where protective apparatus is needed or requested.

8.2 The parties hereto agree to cooperate in the exercise of all proper precautions for the protection of employees in the performance of their duties, and in the observance of safety rules of the State of Oregon as promulgated from time-to-time by State supervisory authority, which shall become a part of this Agreement with like force and effect as if fully set forth herein.

ARTICLE IX
SENIORITY

9.1 The classifications covered by this Agreement are such that as opportunities for advancement occur, the man who is senior in point of service in that classification within the department shall be given the first opportunity for advanced positions and that, all other factors being equal, seniority will be the determining element. It is recognized that due to the very few number of persons working in the department, particularly in regards to the position of Foreman with the supervisory responsibilities inherent in that job, the City may, after reviewing in-house applicants, promote or hire from outside the most qualified individual for the job.

9.2 When employees are laid off or downgraded during slack periods those employees so affected and who have been continuously employed by the City for at least one (1) year shall, if their addresses are known to the City when a vacancy occurs, be given first opportunity to return to their former positions.

9.2.1 The requirement that the City give first opportunity for recall to an employee shall be limited to a period of two (2) years from the date of layoff and shall be expressly conditioned on the following requirements:

- (a) The employee must meet job and skill qualifications for the position to be filled;
- (b) The employee must meet minimum physical requirements for the employment; and
- (c) The employee must be available to go to work, with reasonable notice, within a reasonable time, from the City at the date and place specified by the City.

Employees who fail to meet the above qualifications for recall or who fail to respond to the time and date specified, shall forfeit their recall rights.

9.3 An employee called for military duty or elected or appointed to an office in Local Union No. 125, requiring all or part of the employee's time, shall not lose the employee's established seniority during such service and for such purposes the City will, on application, grant the employee leave of absence without pay.

9.4 The City reserves the right to discharge any employee for good reason; however, the reason for such discharge shall be given in writing within forty-eight (48) hours of the time of such discharge. The discharged employee shall, upon demand in writing, be given the right to a hearing as provided in Article III of this Agreement, and if the allegations against the employee are not proven and justifiable, the employee shall be immediately reinstated and reimbursed for time lost.

9.4.1 The following examples of misconduct on the part of an employee shall be grounds for immediate discharge; however, they constitute examples only and discharge shall not be limited to such examples: dishonesty, insubordination, use of alcohol or dangerous drugs during working hours, willful destruction of or damaging City

property, willful neglect of duty, endangering other employees or the public, theft falsification of application or City Records.

ARTICLE X

WAGES AND TRAVELING EXPENSES

10.1 Overtime shall be compensated for at two times (2x) the regular rate of pay.

10.2 Employees shall be paid at the overtime rate for all time worked on other than their regular shift or day, including work during meal periods when such time is not a part of their regular shift, and for all time worked on holidays named in Article VI, Section 1.

10.3 An employee who is subject to call during their regular time off shall be paid for one (1) hour at their straight-time rate for each eight (8) hour period or major fraction thereof that they are subject to and available for call during each standby period, provided that an employee on call duty on a holiday as defined in Article VI, shall be paid for two (2) hours at their straight-time rate for each eight (8) hour period or major fraction thereof that they are on call. Such payments for standby duty shall be in addition to compensation for the services of such employee when actually called out while standing by. Such payments, by mutual agreement, may be in the form of either monetary compensation, or compensatory time off.

10.3.1 Standby may be called by the City at any time and the City shall strive to provide reasonable notice prior to requiring standby service. An employee on standby duty shall report ready to work within twenty (20) minutes of being called at a prearranged phone or by radio. Exceptions shall be made only for personal or family emergencies, in which case reasonable efforts shall be made by the employee on standby to secure alternate coverage and notify the City Administrator.

10.4 Employees hired to work out of temporary headquarters will receive no allowance for transportation or subsistence, but regular employees transferred to temporary headquarters will travel on City time and expense and will be furnished board and lodging while working out of temporary headquarters. The City shall not be obligated to pay transportation or subsistence expenses of an employee incurred after the employee has terminated their employment.

10.5 In emergency cases when employees working overtime have no opportunity to return to their homes at regular mealtimes, as designated in Section 5 of Article V hereof, the City shall provide meals, including lunches, if employees have not been notified in advance to provide their own lunches. When an employee is called out for emergency work, the City will furnish transportation from headquarters to the job and return to headquarters.

10.6 The City will pay employees on a bi-weekly basis. If a payday falls on a holiday, payment will be made on the nearest preceding business day.

10.7 The overtime of an employee called from their home for overtime work shall be computed from the time the employee leaves home until they have returned thereto, meal and rest periods excepted, unless notified in advance, during their regular work period or shift, in which case such overtime shall be computed from the time of starting from headquarters until they return to headquarters. In either case, the employee shall receive pay at the overtime rate for not less than one (1) hour.

10.8 When employees not on regular shift are required to work between 10:00 p.m. and 6:00 a.m. they shall receive overtime pay for not less than two (2) hours.

10.9 Employees who are required to work for eight (8) or more hours on overtime between quitting time of one (1) day and prior to 8:00 a.m. the following day or, employees who are required to work four (4) or more hours from Midnight to their regular scheduled starting time shall not be required to work their regular shift except at the overtime rate of pay. Employees who are required to work for eight (8) hours or more on overtime between quitting time on one (1) day and prior to 8:00 a.m. the following day, or who are required to work for four (4) or more hours from Midnight to their regular scheduled starting time, as hereinbefore stated, and it is desired by the Supervisor that said employees do not work their regular shift, the employee shall be so instructed by the end of said overtime shift. The employee, in no case, will lose any straight-time wages or benefits for not working his regular shift because of being relieved of his duty by the City.

10.10 The following job classifications and wage scales are hereby adopted by the City and the Union, effective January 1, ~~2011 up to and including December 31, 2015.~~ **2017**

WAGE RATES EFFECTIVE:	1/1/2010	1/1/2011
<u>CLASSIFICATION</u>	<u>3.67%</u>	<u>1.00%</u>
Working Foreman	\$40.89	\$41.30
Lead Lineman	38.06	38.44
Wireman	37.06	37.43
Serviceman	37.06	37.43
Journeyman Lineman	37.06	37.43
Appr Lineman, 6th Step 90% Jrn Scale	33.36	33.69
Appr Lineman, 5th Step 87% Jrn Scale	32.24	32.56
Appr Lineman, 4th Step 83% Jrn Scale	30.75	31.07
Appr Lineman, 3rd Step 80% Jrn Scale	29.65	29.94
Appr Lineman, 2nd Step 75% Jrn Scale	27.79	28.07
Appr Lineman, 1st Step 73% Jrn Scale	27.06	27.32
Groundman/Truck Driver	28.20	28.48
Groundman, Thereafter	27.64	27.92
Groundman, 1st 6 mos	18.19	18.37

WAGE RATES EFFECTIVE:	1/1/2010	1/1/2011
<u>CLASSIFICATION</u>	<u>3.67%</u>	<u>1.00%</u>
Meter Reader, 3rd 6 mos	21.78	22.00
Meter Reader, 2nd 6 mos	18.79	18.98
Meter Reader, 1st 6 mos	15.92	16.08

Wage Rates Effective:	1/1/2016	1/1/2017
		3.50%
<u>Classification</u>		
Working Foreman	46.84	48.48
Lead Lineman	43.60	45.13
Journeyman Lineman	42.45	43.94
Apprentice Lineman, 6th Step 90% Journeyman Scale	38.21	39.55
Apprentice Lineman, 5th Step 87% Journeyman Scale	36.93	38.22
Apprentice Lineman, 4th Step 83% Journeyman Scale	35.23	36.46
Apprentice Lineman, 3rd Step 80% Journeyman Scale	33.96	35.15
Apprentice Lineman, 2nd Step 75% Journeyman Scale	31.84	32.95
Apprentice Lineman, 1st Step 73% Journeyman Scale	30.99	32.07
Equipment Operator	33.30	34.47

- A. Effective January 1, 2014 ~~2017~~, there will be a general wage increase for all classifications of ~~one percent (1.00%)~~ **three and one half percent (3.5%)**.

Effective July 1, 2018, there will be a general wage increase for all classifications of three and one half percent (3.5%).

Effective July 1, 2019, there will be a general wage increase for all classifications of three and one half percent (3.5%).

- B. Effective **July 1, 2020**, ~~January 1, 2012, January 1, 2013, January 1, 2014, and January 1, 2015~~, the ~~Journeyman Lineman~~ **all classification** rates will be increased by the average **of the** percentage increase **in hourly wages** of the following utilities, ~~with a like percentage for all other classifications~~: Portland General Electric, Pacific Power, Skamania PUD, Klickitat PUD, Northern Wasco PUD, Wasco Electric Cooperative, and Hood River Electric Cooperative. The Union will provide to the City copies of the other utilities contracts to allow for verification of wage increases.

10.10.1 The ~~average Journeyman Lineman~~ increases will be based on a minimum of four of the above listed utilities or the sum of all the utilities that have settled by April 1 of the affected year, whichever number is greater. **The percentage increase will be effective on the following July 1.**

10.10.2 In the event of split wages at any of the surveyed utilities, the wage increase will be handled as follows: The Union and the City will meet prior to the anniversary date to determine the next year's wage adjustment.

ARTICLE XI

WORKING RULES

11.1 All employees employed on work seventy-five (75) feet above ground or higher, shall be paid at the rate of double-time (2x) while working at such height. This rule shall not apply when employees are working on roofs of buildings where no exceptional hazards exist.

11.2 When an employee is transferred to any position in which they have had no previous experience, they shall be given a reasonable break-in period with an experienced employee in that position without an increase in pay. Otherwise, employees will be paid on the basis herein prescribed for the classification in which they are working.

11.3 All framing and erecting of poles and towers shall be considered line work and shall be done by Linemen, with the assistance of necessary Groundmen.

11.4 All stubbing of poles on transmission and distribution lines shall be done under the supervision of a Journeyman Lineman.

11.5 Hole digging shall be under the supervision of a Journeyman Lineman or Crew Foreman when supervision is required.

11.6 When two (2) or more Journeymen are working together unsupervised on maintenance or construction, one (1) of them shall be designated as Lead Lineman and shall receive the rate of pay provided for that classification.

11.7 Work required of Foreman: Foreman is a working member of a crew. The Foreman would serve as safety watch or Groundman. Foreman, in order to properly supervise the work and look out for the safety of their men, cannot do so if they are required to work as Foreman and Lineman at the same time.

11.7.1 They should be constantly alert and shall not be required to serve in such dual capacity, except in crews of not more than two (2) Linemen, which case they may work as one (1) of the two (2) Linemen.

11.7.2 In such crews each Lineman may have a Groundman, but if additional Linemen or Groundmen are added to the crew, the Foreman shall cease working as a Lineman.

ARTICLE XII
EMPLOYEE BENEFITS

The following employee benefits shall be provided to regular full-time employees only, who are covered under this Agreement.

12.1 Effective January 1, 1998, employees covered by this Agreement are insured under the Public Employees Retirement System for the State of Oregon. The City will continue to contribute to the system both the Employer and Employee's portion as dictated by PERS.

12.2 If allowed by statute, full credit for unused sick leave will apply towards retirement credit through the Public Employees Retirement System.

12.3 City shall provide Term Life Insurance equal to one times (1X) the employee's annual base wage rounded off to the higher figure of \$1000.00 increments up to a maximum of \$75,000. Any additional coverage will be at the employee's own expense.

12.4 The City will pay ninety-five percent ~~(95%)~~ **(90%)**, and the employee will pay ~~five~~ **ten** percent ~~(5%)~~ **(10%)** of the cost of long-term disability insurance with a maximum of three thousand dollars (\$3,000) salary coverage per employee per month.

12.5 **Beginning January 1, 2017, the City shall pay 90% of the premium for CIS Plan VA until no longer available. Beginning January 1 of the year following the unavailability of Plan VA, the City shall pay 90% of the premium for CIS Copay Plan A.**

~~The Union shall receive the Blue Cross Medical Plan VA. Employees, who are members of the Union will also pay 5 percent (five percent) of their total health benefit premiums, including medical, dental, life, disability, and any other health related benefits for the employee and their dependents. This 5 percent (five percent) shall be deducted from wages on a monthly basis. The 5 percent (five percent) contribution can be increased to a maximum of 10 percent (ten percent), with a cap on increases held to no more than 2.5 percent (two and one-half percent) a year in order for the City to keep the same plan. In the event City County Insurance Services (CIS) or Blue Cross drops the current plan or raises premiums beyond what the City can afford to pay, the City may offer a substitute plan from CIS that provides the least loss of benefits with affordable premiums.~~

12.6 ~~Upon an employee's death caused during the performance of duties in the course and scope of employment in this bargaining unit, their designated beneficiary shall receive fifty percent (50%) of the employees total sick leave accumulation.~~

Article XIII
Temporary Lineman

The terms and conditions of temporary employment are set forth below:

Temporary employment with the City of Cascade Locks shall be at the sole discretion of the City of Cascade Locks and will be "at will," without recourse to the grievance procedure. Either the employee or the City of Cascade Locks may terminate said temporary employment at any time for any reason with 24 hours' notice. This temporary employment will not exceed thirty (30) days without the approval of the City Council or ninety (90) days total duration. Temporary employees employed by the City of Cascade Locks shall be required to become members of IBEW Local 125 (the Union) after eight (8) calendar days of employment. The Union agrees that the position of temporary lineman is not an employee classification covered in Article X, Section 10.10 of the Collective Bargaining Agreement currently in effect between the City of Cascade Locks and the IBEW Local 125.

The Union agrees to notify the City of Cascade Locks at least thirty (30) calendar days in advance of any changes in the National Electrical Contract Association (NECA) rate of pay for Journeyman Lineman.

The City will use the applicable NECA rates. The following are the 2016 NECA rates and related benefit expenses:

Straight Time:	Hourly Rate (Construction Rate 1X):	\$49.24
	Medical (LINECO):	\$ 5.25
	HRA	\$.40
	Short-Term Disability	\$.45
	Pension (NEAP):	\$ 8.85
	Pension (NEBF-3%)	\$ 1.48
	Total Straight Time Rate:	\$65.67
Overtime:	Hourly Rate (Construction Rate 2X):	\$98.48
	Medical (LINECO):	\$ 5.25
	HRA	\$.40
	Short-Term Disability	\$.45
	Pension (NEAP):	\$ 8.85
	Pension (NEBF-3%)	\$ 2.95
	Total Straight Time Rate:	\$116.38

During the term of this Agreement, the employee's hours of work will be consistent with the provisions of Article 5.3 of the Collective Bargaining Agreement (CBA), except as provided herein. However, because the City of Cascade Locks' business needs may change, no particular schedule of hours of work is guaranteed, and the City of Cascade Locks reserves the right to modify such hours of work as circumstances warrant.

Temporary employees will be expected to abide by the City of Cascade Locks'

policies, procedures, and working rules.

For single days of employment, the temporary Journeyman Lineman will be paid at day's end. For longer duration employment, the employee will be paid weekly (each Friday.)

ARTICLE XIII XIV

STATEMENT OF MANAGEMENT RIGHTS

City retains all customary, usual and exclusive rights, decision-making prerogatives, function and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

WITNESS our hands and seals the _____ day of _____, 2010
2016.

**INT'L BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL UNION No. 125**

CITY OF CASCADE LOCKS, OREGON

Travis Eri
Business Manager

~~Bernard Seeger~~ **Gordon Zimmerman**
City Administrator

AGENDA ITEM NO: 5.c

CASCADE LOCKS STAFF REPORT

Date Prepared: December 7, 2016

For City Council Meeting on: December 12, 2016

TO: Honorable Mayor and City Council

PREPARED BY: Kathy Woosley, City Recorder

SUBJECT: Amending page 19, **Non-retaliation Policy**, of the Employee Handbook, as adopted by Resolution No. 1347 in January of 2015.

SYNOPSIS: The City needs to amend the Employee Handbook to follow State Guidelines.

CITY COUNCIL OPTIONS: Approve amendment to the Employee Handbook.

RECOMMENDED MOTION: "I move to approve Resolution No. 1367 amending a section of the Employee Handbook, as adopted by Resolution No. 1347."

RESOLUTION NO. 1367

A RESOLUTION AMENDING A SECTION OF THE EMPLOYEE HANDBOOK, AS ADOPTED BY RESOLUTION NO. 1347.

WHEREAS, Resolution No. 1347 adopting an Employee Handbook, was adopted by the City Council on January 25, 2015; and

WHEREAS, amendments must be made to that Employee Handbook from time to time as needed;

THE COMMON COUNCIL FOR THE CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON, RESOLVES AS FOLLOWS:

SECTION 1. Amendment to Section B, City Personnel Policies. The *Non-Retaliation Policy* on page 19 of the Employee Handbook shall be amended to read as follows:

REPORTING IMPROPER OR UNLAWFUL CONDUCT – NO RETALIATION

Employees may report reasonable concerns about the City of Cascade Lock's compliance with any law, regulation or policy, using one of the methods identified in this policy. The City of Cascade Locks will not retaliate against employees who disclose information that the employee reasonably believes is evidence of:

- A violation of any federal, Oregon, or local law, rules or regulations by the City of Cascade Locks;
- Mismanagement, gross waste of funds, abuse of authority, or substantial and specific danger to public health resulting from action of the City of Cascade Locks;
- A substantial and specific danger to public health and safety resulting from actions of the City of Cascade Locks;
- or
- The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, the City of Cascade Locks will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of a public body with a member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the Legislative Assembly, any member of the elected governing body of a political subdivision, or an elected auditor of a city, county or metropolitan service district.

Employee Reporting Options

In addition to the City of Cascade Locks' Open Door Policy (see section Dispute Resolution, Open Door Policy, Personnel Handbook, page 39), employees who wish to report potential improper or unlawful conduct should first talk to his or her supervisor. If you are not comfortable speaking with your supervisor, or you are not satisfied with your supervisor's response, you are encouraged to speak with the City Administrator. Supervisors are required to inform the City Administrator about reports of improper or unlawful conduct they receive from employees.

Reports of unlawful or improper conduct will be kept confidential to the extent allowed by law and consistent with the need to conduct an impartial and efficient investigation.

If the City of Cascade Locks were to prohibit, discipline, or threaten to discipline an employee for engaging in an activity described above, the employee may file a complaint with the Oregon Bureau of Labor and Industries or bring a civil action in court to secure all remedies provided for under Oregon law.

Additional Protection for Reporting Employees

Oregon law provides that, in some circumstances, an employee who discloses a good faith and objectively reasonable belief of the City of Cascade Locks' violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the disclosure must relate to the conduct of a coworker or supervisor acting within the course and scope of his or her employment. The disclosure must have been made to either:

1. A state or federal regulatory agency;
2. A law enforcement agency;
3. The City Administrator with the City of Cascade Locks; or
4. An Oregon-licensed attorney who represents the employee making the report/disclosure.

The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.

Policy Against Retaliation

The City of Cascade Locks will not retaliate against employees who make reports or disclosures of information of the type described above when the employee reasonably believes he or she is disclosing information about conduct that is improper or unlawful.

In addition, the City of Cascade Locks prohibits retaliation against an employee because he or she participates in good faith in any investigation or proceeding resulting from a report made pursuant to this policy. Further, no City of Cascade Locks employee will be adversely affected because they refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations. The City of Cascade Locks may take disciplinary action (up to and including termination of employment) against an employee who has engaged in retaliatory conduct in violation of this policy.

This policy is not intended to protect an employee from the consequences of his or her own misconduct or inadequate performance simply by reporting the misconduct or inadequate performance. Furthermore, an employee is not entitled to protections under this policy if the City of Cascade Locks determines that the report was known to be false, or information was disclosed with reckless disregard for its truth or falsity. If such a determination is made, an employee may be subject to discipline up to and including termination of employment.

SECTION 2. Effective Date. This resolution shall become effective upon adoption by the City Council and approval by the Mayor.

ADOPTED by the City Council this 12th day of December, 2016.

APPROVED by the Mayor this 12th day of December, 2016.

Mayor

ATTEST:

City Recorder

NON-RETALIATION POLICY

The City of Cascade Locks policy prohibits the taking of any retaliatory action for reporting or inquiring about alleged improper or wrongful activity. All employees, supervisors and elected officials are encouraged to report in good faith all information regarding alleged improper or wrongful activity that may constitute:

- Discrimination or harassment;
- Fraud;
- Unethical or unprofessional business conduct;
- Noncompliance with policies/procedures;
- Circumstances of substantial, specific or imminent danger to an employee, supervisor, elected official or the public's health and/or safety;
- Violations of local, Oregon or federal laws and regulations; or
- Other illegal or improper practices or policies.

The City encourages timely disclosure of such concerns and prohibits retribution or retaliation against any employee (or member of the public) who, in good faith, reports such concerns. No employee or supervisor will be exempt from the consequences of misconduct or inadequate performance by reporting his or her own misconduct or inadequate performance.

Protection from Retaliation

Any employee, supervisor or elected official who, in good faith, reports such incidents as described above *will be protected from retaliation (defined as an adverse action taken because an individual has engaged in protected activities), threats of retaliation, discharge, or other discrimination including but not limited to discrimination in compensation or terms and conditions of employment that are directly related to the disclosure of such information.* In addition, no employee may be adversely affected because they refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations.

Reporting Process

Employees should timely report evidence of alleged improper activity as described above by contacting their immediate supervisor, department head or City Administrator. Any instances of alleged retaliation or retribution should be reported in the same manner.

All reports will be handled as promptly and discreetly as possible, with facts made available only to those who need to know to investigate and resolve the matter.

RELIGIOUS ACCOMMODATION

The City may provide reasonable accommodation for religious observances or practices of employees, unless providing the accommodation would impose an undue hardship on the City; this may also include accommodating the wearing of religious clothing.

Reporting all Other Issues

Any other questions or concerns you may have should be discussed with your immediate supervisor as soon as you are aware there is a problem or have a question. If the situation involves your supervisor, or if you are uncomfortable discussing the matter with your immediate supervisor, you should discuss the matter with the City Administrator. You will be provided with a written response to your concern within seven (7) days.

The City cannot promise that an employee's point of view will always be accepted, but supervisors and the City Administrator will listen and make every effort to ensure that problems are resolved fairly and in the public interest. This procedure is intended to provide you a fair and objective review of any concern. All issues will be dealt with without prejudice or retaliation. This policy in no way limits any employee's recourse to any civil or legal process. All cases will be reviewed on an individual basis and without regard to precedent value.

Open Door Policy

Generally, a satisfactory solution to workplace problems can be worked out provided the City knows about the problem. A satisfactory solution to the employee's problem will not result if the employee merely discusses it with his fellow employees, friends or family. The City can only deal effectively with problems or complaints of which it is made aware.

Therefore, to provide an effective and acceptable means for employees to bring problems and complaints to the City's attention, we have established the following dispute resolution and grievance procedure.

The City shall promptly consider and equitably adjust employee grievances relating to employment conditions and relationships. Furthermore, the City desires to adjust the causes of grievances informally; both supervisors and employees are expected to talk through and resolve problems as they arise.

Step 1 – Report to Supervisor

Employees should discuss their problem verbally with their Supervisor as soon as possible after the event prompting the complaint. The Supervisor will review the matter and attempt to respond within ten (10) workdays.

Step 2 – Report to City Administrator

In the event the employee is not satisfied with the resolution offered by their supervisor, employees should discuss their problem verbally with the City Administrator as soon as possible after receiving notice of the resolution offered by their supervisor. The City Administrator will

Hood River County Sheriff's Office
 Statistical Information
 City of Cascade Locks
 November 2016

Case Numbers associated with Cascade Locks				Call Breakdown
Case #	Date	Officer	Classification	
S161046	11/06/16	20	Traffic assist	3 Alarms
S161053	11/09/16	14	Vandalism	0 Animal Control
S161061	11/12/16	14	Warrant	3 Assault
S161064	11/12/16	14	Theft	1 Burglary
S161070	11/16/16	14	Warrant	1 Civil Issue
S161072	11/16/16	14	Warrant	0 Disturbance / Nuisance
S161073	11/17/16	14	Theft	1 Domestic Situation
S161080	11/18/16	14	Burglary	0 Drug Activity
S161093	11/23/16	14	Assault	1 Harassment
S161094	11/23/16	14	Vehicle stop	1 Hit & Run
S161106	11/27/16	12	Motor vehicle accident	0 Juvenile Problem - MIP, Missing, etc.
S161107	11/27/16	20	Assault	0 Marine
S161114	11/28/16	20	Sex offense	1 Mental / Suicide
S161119	11/29/16	19	Theft	0 Missing Person
Total 14				15 MVC / Traffic Complaint / Assist
Total Number of Cascade Locks patrols 42				0 Order Violation - Restraining, No Contact, etc.
Total Calls for Service				0 Property - Lost/Found
<i>(includes followup, OFCR initiated, agency assist, SAR, etc.)</i> 120				10 Paper Service & Attempts
Hours worked by Deputy Harvey <i>101.65</i>				12 Request for Assistance / 911 Hangups/Welfare
Hours worked by other personnel <i>48.16</i>				0 Robbery
				1 Sex Crimes / Rape
				0 Subject Stop
				7 Suspicious Activity / Prowler / UEMV
				3 Theft (inc SV/UUMV)
				17 Traffic Stops
				1 Trespass / Unwanted Subject
				1 Unattended Deaths
				1 Vandalism
				3 Warrant Service & Attempts
				Weapons / Shots Fired

83 Total



Brian Rockett, Chief Deputy

