

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**International Brotherhood of Electrical Workers  
Local 48**

**and**

**Oregon AFL-CIO**

**Effective April 1, 2017 through March 31, 2019**



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# **Collective Bargaining Agreement**

Between  
International Brotherhood of Electrical Workers  
Local 48  
and  
Oregon AFL-CIO

Effective April 1, 2017 through March 31, 2019

## **Preamble**

This Agreement, dated this 1<sup>st</sup> day of April 2017, is entered into by International Brotherhood of Electrical Workers, Local 48 and Oregon AFL-CIO.

## **Article 1-Recognition**

**Section 1.1** The Oregon AFL-CIO (hereinafter called Employer) recognizes IBEW Local 48 (hereinafter called Union) as the sole and exclusive bargaining agent for the purpose of collective bargaining in all matters pertaining to wages, hours and working conditions of the positions of Program Directors, Specialists I and II, Workforce Liaison, and any other classifications that may be added at a later date by mutual agreement of parties which are filled with permanent full-time or permanent part-time employees. Temporary, Project, Campaign employees and Interns are exempt from this agreement until they have completed 10 months of employment. If exempt employees are retained for more than 10 months, their anniversary date for purposes of this agreement will become their hire date for purposes of all relevant Articles except Article 4, Section 4.1(c).

**Section 1.2** If the Employer establishes a new job classification with duties similar to those of the classifications listed above, the Employer shall notify the Union of such classification within one month thereafter. The Union shall then notify the Employer within one month of the Employer's notice if the Union wishes to seek representation of the new job classification. Upon receiving a request from the Union to seek representation of the new job classification, the Employer shall meet with the Union in a timely fashion to determine whether such classification should be included under this Agreement, based on similarity to the job classification listed above. Once the Employer and the Union agree to the inclusion of a new classification under this Agreement, the parties shall negotiate salary and the application of the other terms and conditions of this Agreement to said classification.

## **Article 2 -Non Discrimination**

**Section 2.1** The Oregon AFL-CIO and IBEW #48 agree jointly and separately that they will not discriminate in the terms and conditions of employment for or against any employee or applicant for employment covered by this Agreements on the basis of race, color, ethnicity, national origin, age, disability, gender, gender identity, sexual orientation, religion, marital status, and familial or parental status.

## **Article 3-Union Security/Union Deductions/Management Rights**

**Section 3.1** The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing.

**Section 3.2** The Employer will deduct an amount equal to the Union's initiation fee and uniform monthly dues from the pay of each member of the bargaining unit who voluntarily executes a wage assignment authorization form.

Dues deductions will be transmitted to the Union by check payable to its order on or before the fifteenth (15<sup>th</sup>) of each month.

**Section 3.3** Covered employees who fail to meet the requirements of Section 2.1 of this Article, upon written notice to the Employer from the Union, will be discharged.

**Section 3.4** Probationary employees shall be reviewed on a quarterly basis and may be discharged without recourse.

**Section 3.5** All rights and authority to manage the Oregon AFL-CIO, not expressly limited by this Agreement, are retained by management.

**Section 3.6** Union members on strike against the Employer or locked out by the Employer will not be permanently replaced due to a labor dispute.

## **Article 4-Union Business**

**Section 4.1** A bulletin board shall be made available to the Union in a convenient location in the Employer's place of business for the purpose of posting Union notices.

**Section 4.2** The Business Representative of the Union shall be allowed admission to the Employer's place of business at any reasonable time for the purpose of investigating conditions existing on the job.

**Section 4.3** The Union shall have the right to set up its regular shop steward machinery. The Employer shall be notified which employee or employees are to be designated as shop steward.

A steward may investigate and attempt to resolve any grievances or disputes between employees and the Employer which arise out of the terms of the Agreement.

## **Article 5-Definitions**

### **Section 5.1** Definitions as used in this Agreement:

**Section 5.1(a)** Employee: Any permanent full-time, permanent part-time or project employee who has been in the employ of the Employer for the equivalent of more than thirty (30) calendar days of full-time employment.

**Section 5.1(b)** Permanent Full-Time Employee: A permanent full-time employee is an employee who has been in the employ of the Employer full-time for a period of over thirty (30) calendar days and works a regular continuing schedule and shall be entitled to full benefits under the terms of this Agreement.

**Section 5.1(c)** Probationary Employee: A probationary employee has not experienced the first anniversary of his/her hire date.

**Section 5.1(d)** Job classification: Each job title list in Article 1 shall comprise a separate job classification.

**Section 5.1(e)** Immediate Family: Immediate family constitutes spouse, registered domestic partner, mother, father, sister, brother, in-laws, stepchildren, step parents, children, and grandparents.

**Section 5.1(f)** Work Week: Work week can exceed forty (40) hours per week and may include evenings and weekend work. The expectation is that staff is in the office or field from 8:00AM to 5:00PM, Monday through Friday, unless otherwise agreed.

## **Article 6-Vacation**

**Section 6.1** Employees are entitled to the following paid vacation schedule. Such schedule governed by anniversary hire dates and shall accumulate on a pro-rata monthly basis:

Years of Employment	Vacation per year	Accumulation per month
0-1	12 days	1 day
1-2	15 days	1.25 day
2-3	15 days	1.25 day
3-4	15 days	1.25 day
4-5	15 days	1.25 day
5-6	20 days	1.67 days
6-7	20 days	1.67 days
7-8	20 days	1.67 days
8-9	20 days	1.67 days
9-10	20 days	1.67 days

10-11	23 days	1.92 days
11-12	23 days	1.92 days
12-13	23 days	1.92 days
13-14	23 days	1.92 days
14-15	23 days	1.92 days
15+	23 days	1.92 days

Employees will also receive Christmas Eve Day through New Year's Day as vacation.

**Section 6.2** When an employee is unable to take a previously scheduled or requested vacation for reasons beyond his/her control, such as accident, sickness, disability, jury duty, program assignment requirement, etc., the Employer and employee will reschedule the vacation within the anniversary hire year, or as soon as possible.

**Section 6.3** Vacations shall be taken in the anniversary hire year earned, if possible, taking into account the operating needs of the Oregon AFL-CIO and its affiliates. All vacation requests must be submitted to management for written approval of a mutually agreeable vacation period at least two (2) months prior to the beginning of the vacation period requested or as soon as possible. Management may restrict consecutive vacation to two work weeks. By mutual agreement between the parties, vacations may be granted for periods of less than one week.

**Section 6.4** In the event of conflicts in scheduling, vacation preference shall be by seniority. Seniority will be broken by quit or termination.

**Section 6.5** At the employee's option payroll may be picked up prior to vacation or the Employer will make a direct deposit. Paychecks will be dated with the regular payday date and will not be deposited any earlier than such date.

**Section 6.6** All vacation and holidays accrued in the previous anniversary year must be used up by at least three (3) months after the most recent anniversary date or it will be reduced to zero, unless conditions in Section 5.2 apply.

## **Article 7-Holidays**

**Section 7.1** The following named holidays are recognized. Christmas Eve Day through New Year's Day is also referred to in Article 5, Section 5.1, and there is no pyramiding of holiday pay:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	(One) Employee Choice Day

**Section 7.2** All employees will be paid for the recognized holidays.

**Section 7.3** Employees assigned to work by the Employer on a holiday recognized in this Agreement shall receive an additional weekday off.

**Section 7.4** If the holiday falls on Saturday, then the previous Friday will be given as a day off; if the holiday falls on Sunday, then the following Monday will be given as a day off.

## **Article 8-Leaves**

**Section 8.1** Sick Leave: Employees who are unable to appear at work because of illness shall be entitled to one (1) day's sick leave per month without deduction in pay. Such sick leave may be used for dependent care and shall be accumulative up to forty-five (45) days.

**Section 8.2** The Employer may require proof of illness.

**Section 8.3** No employee shall be dismissed during periods of absence due to bona-fide illness up to six (6) months or while on vacation except for just cause.

**Section 8.4** Upon retirement, layoff or termination an employee shall receive a cash-out of accumulative sick leave at the rate of twenty-five percent (25%) to a maximum of ten (10) days wages. All accumulated holidays, vacation days and accrued days off will be paid at 100% at retirement, termination, layoff or quitting.

**Section 8.5** Bereavement Leave: An employee shall be allowed bereavement leave without loss of pay in the event of a death in the immediate family. Such bereavement leave shall be approved by the Employer and shall not exceed four (4) days.

**Section 8.6** Personal Leave: Upon written request of an employee, the Employer, at its discretion, may grant a request for a personal leave without pay. Such written request will include the reason for requesting leave, its date of commencement and the date of return to work. Failure to comply with the date of return shall constitute adequate and sufficient grounds for termination.

**Section 8.7** Military Leave: An employee inducted into the Armed Services of the United States, or recalled to active duty with the Armed Services, shall accumulate seniority and retain all other rights under this Agreement while in such service, and on return from such service may claim the original job, or if that job is no longer in effect, a comparable job with a salary no less than what that employee would have received had the service with the Employer been continuous, provided that the employee apply for reinstatement within thirty (30) days after release from the Armed Services.

An employee who is a member of a reserve component of the Armed Forces who is required to enter upon active annual training duty or temporary special services shall be paid in the difference between the amount of pay s/he received from the federal or state government for such duty and his/her normal weekly earnings for the time lost while on such duty up to a maximum period of four (4) weeks per year. This Section shall only apply as required by applicable federal or state laws.

**Section 8.8** Jury Duty and Witness Leave: Employees shall be provided leave for service resulting from subpoena by any court of competent jurisdiction or a call to service on a Superior or Federal Court jury. The employee will receive regular pay and benefits for such service, and will in turn remit all entitled income from such service to the Employer.

**Section 8.9** Disability Leave: Employees shall be subject to the Harrison Trust Plan administered by IBEW Local 48 and may apply for disability waivers of premiums. Net Harrison Trust disability payments received by the Employee will be forwarded to the Employer.

Employees who have been absent from work due to injury or illness for at least 60 consecutive days or who have used all their sick leave and vacation, whichever is greater, will receive up to 60 days off in a 24-month cycle with salary and all benefits if they become disabled provided the employee shows written authorization from an attending physician and the claim is accepted by the Harrison Trust. All accrued sick leave and vacation days at the beginning of and during the disability shall be used and subtracted in that order as needed until reduced to zero.

**Section 8.10** Parental Leave: Parental leave will be governed by applicable state and/or federal law. For purposes of this leave, the Employer will not be exempt from such laws. Should an employee's leave last longer than the amount of paid time they have accrued, they may receive donations of paid time as described in Section 8.11 of this contract.

A biological or adoptive parent shall be granted a paid leave up four (4) weeks to care for a new child.

**Section 8.11** Donations of Leave Time: Employees may opt to donate vacation and other days off accumulated to help employees of the Oregon AFL-CIO who have run out of time off for illnesses. Such donations of leave time do not apply to sick leave and are donated on an hour for hour basis regardless of the salaries of the donating and receiving employees.

**Section 8.12** Compliance with state and federal leave laws: The employer will comply with the Oregon Family Leave Act and the Family Medical Leave Act, regardless of the qualification requirements of each Act. All employees covered by this contract will be eligible for the benefits provided in each Act so long as they have worked the qualifying number of hours for the employer. Where this contract provides for a more generous leave policy the more generous policy will be followed.

**Section 8.13** Negotiation; two (2) IBEW staff will be compensated for negotiating time up to five (5) sessions. If negotiations exceed five (5) sessions, staff will be compensated at fifty percent (50%) by IBEW and fifty percent (50%) by the Oregon AFL-CIO at their current rate of pay.

## **Article 9-Time Off**

**Section 9.1** Compensatory Time: The Union and the Employer acknowledge the employees' need for rest and relaxation at the end of long work schedules, weekend work, and schedules that require extra demands. Employees will receive one day of compensatory time off per quarter



worked beginning October 1, 2001. Days accumulated under this article cannot carryover more than one year from time earned.

**Flexible Schedule:** An Employee that works a long work schedule, until 11:00 PM or later, may take up to two hours off the next morning's starting time provided that it does not interfere with the Employee's work assignment and the Employer is notified.

## **Article 10-Grievance Procedures**

**Section 10.1** It is agreed that should any controversies arise between the parties to this Agreement as to its interpretation or application, or as to any matters related to wages, hours and working conditions as provided for in this Agreement, the same shall be reduced to writing by the aggrieved party and presented to the other party within seven (7) calendar days from the date the grievant should have been aware of the occurrence giving rise to such grievance. The grievance shall specify in detail the alleged contract violations. During all grievance proceedings there shall be no cessation of work.

**Section 10.2** Within thirty (30) calendar days of any timely filing of a grievance, the same will be taken up in person between the Union's Business Representative and a representative of the Employer. In the event these two representatives are unable to settle the grievance within seven (7) calendar days, and the aggrieved party insists on moving the grievance to arbitration, then the party charged as having violated this Agreement may opt, and thereby obligate both parties, to mediate the grievance. When grievance mediation is so invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.

**Section 10.3** The grievance mediation process shall utilize the services of the FMCS. This process shall be informal, with no rules of evidence and no record of the proceeding (unless both parties agree otherwise). Both parties shall be allowed ample opportunity to present their case to the mediator.

The mediator shall attempt to facilitate settlement of the grievance between the parties. If the mediator determines that such settlement is not forthcoming, then the mediator shall offer the parties a recommendation for settlement. Following such recommendation, if the parties are still unable to settle the grievance, the mediator shall inform both parties how an arbitrator would likely rule on the grievance.

If mediation fails to resolve the grievance and the grievance is subsequently moved to arbitration, the subsequent proceeding shall be do novo. The mediation step shall not be part of the record for arbitration.

Any settlements reached in grievance mediation shall be final and binding (unless both parties agree otherwise).

All fees and expenses incurred in grievance mediation shall be shared equally by the parties.

**Section 10.4** Should grievance mediation fail to resolve the grievance, or should the party charged as having violated this Agreement opt to by-pass the mediation process, then the Union and Employer shall immediately select a disinterested third party to serve with them as a Board of Arbitration, said Board within seven (7) calendar days to render a decision that shall be final and binding. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by the Employer and the Union, in that order, alternately striking a name from the list until one name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute.

**Section 10.5** The expenses of the arbitrator shall be borne by the losing party. The arbitrator shall be required to designate the losing party, where necessary. If the arbitrator determines that there is no losing party, then the arbitrator shall apportion the cost of such arbitration between the parties in accordance with the arbitrator's judgment of the relative merits of each party's case. In such instances, the arbitrator shall apportion a greater share of the cost of the arbitration to the party whose case is determined by the arbitrator to have less relative merit.

**Section 10.6** The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

**Section 10.7** Employees covered by this Agreement must go through the procedure set forth herein before going to any outside source or their right for arbitration will be forfeited.

## **Article 11-Expenses and Transportation**

**Section 11.1** Employees shall be reimbursed for all authorized, legitimate expenses incurred in the service of the Employer for which receipts are furnished or a reasonable explanation for the lack of receipts is furnished.

**Section 11.2** Employees required to use their personal automobiles shall be reimbursed for automobile insurance not to exceed the combined national average premium plus 8% from the National Association of Insurance Commissioners (example: June 2007: \$959.76 plus 8%). Employees are required to carry a minimum of \$100,000/\$300,000 liability insurance coverage on their auto insurance policies. Employees will also be reimbursed for mileage at the IRS maximum reimbursable rate (per mile).

**Section 11.3** Employees attending a conference, with the approval of the Employer shall be reimbursed for the conference fees.

**Section 11.4** If expenses or fees are identified before such occurrence the employee may request payment in advance. Otherwise, expenses shall be reimbursable following the month in which they were incurred.

**Section 11.5** Employees required to lobby, monitor state legislation, or report on state legislation will be furnished with Capitol Club memberships and updated directory photos prior to the deadline for submission every two years.

**Section 11.6** If the Employer requests that an employee maintain active membership in the Oregon State Bar, the Employer shall pay the Employee's membership dues and the reasonable costs of maintaining the license, including the costs of continuing legal education programs.

**Section 11.7** Employees are required to purchase at their own expense and maintain Labor Leader Defense Coverage liability insurance in the amount of \$100,000 from the ULICO Insurance Group, 1625 Eye Street NE, Washington, DC 20006. Policy: SUL-30243 during the term of their employment. The current fee is \$100.

**Section 11.8** Employees are required to be accessible by cell phone during work hours when in the field. The employer will reimburse Directors up to \$100 a month for their cell phone expenses. The Employer will reimburse Specialists up to \$50 per month for their cell phone expenses.

## **Article 12-Layoff**

**Section 12.1** The Employer shall notify the Union at least four weeks in advance of any layoff. Layoffs shall be by inverse order of seniority within job classification as reflected in Article 14 (wage schedules) of this agreement.

Any employee notified of layoff who has greater seniority than employees an equivalent or lower classification may, at the option of the employee being laid off, claim a position in an equivalent or lower classification may, at the option of the employee being laid off, claim a position in an equivalent or lower classification if, in the opinion of the Employer, the employee has displayed current job-related skills to perform the job. The result of this layoff should be that the most senior employees who have the job-related skills to perform the remaining jobs are retained.

**Section 12.2** Any employee dismissed in a layoff shall be given eight weeks' advance notice and severance pay at the rate of one week's pay per year of employment.

**Section 12.3** Employees on layoff will be covered for health and welfare benefits per their health and welfare plan.

**Section 12.4** Each employee laid off shall retain recall rights for a period not to exceed one (1) year.

## **Article 13-Discipline and Discharge**

**Section 13.1** The Employer agrees that no Employee shall be disciplined or discharged without just cause. The Employer agrees to follow the principles of progressive discipline.

**Section 13.2** This article does not apply to probationary Employees or project Employees.

**Section 13.3** All employees shall have the right to a union representative of their choosing at any proceeding where disciplinary action is taking place, or where the employee perceives disciplinary action may take place.

## **Article 14-Appointments of Program Directors**

**Section 14.1** Consistent with the Constitution and By-Laws of the Oregon AFL-CIO, for the position of Program Directors, a newly-elected or newly-appointed President of the Oregon AFL-CIO shall decide whether to reappoint the incumbents of these positions no later than ninety (90) days after the commencement of his/her term of office and, if new appointments are considered, shall give full consideration to the incumbents of these positions. This Article overrides Article 12 (Discipline and Discharge) in regard to termination of employment in these circumstances.

## **Article 15-Wages**

**Section 15.1** Employees will receive the following annual wage rates effective on the dates below for each calendar year according to Schedules A, B, C, and D.

### **Schedule A:** Program Directors.

Steps		4/1/2016	4/1/2017
1		\$79,788	\$82,261
2		\$83,531	\$86,120

### **Schedule B:** Specialist II.

Steps		4/1/2016	4/1/2017
1		\$62,361	\$64,294
2		\$65,471	\$67,501
3		\$69,821	\$71,985
4		\$71,662	\$73,884
5			\$77,578

### **Schedule C:** Specialist I.

Steps		4/1/2016	4/1/2017
1		\$47,207	\$48,670
2		\$51,320	\$52,911
3		\$53,880	\$55,550
4		\$56,568	\$58,322

**Schedule D:** Workforce Labor Liaison. Regular salary increases for the Workforce Labor Liaison will be contingent upon continued grant funding and will be subject to discussions between the Oregon AFL-CIO and funding agencies.

Steps	4-1-16	4/1/2017
1	\$54,582	\$56,274
2	\$56,689	\$58,446
3	\$58,796	\$60,619
4	\$60,903	\$62,791
5	\$63,011	\$64,964
6	\$65,119	\$67,138
7	\$69,941	\$72,109

**Section 15.2** Employees in Schedules A, B, C and D move from step to step on the pay scale on their anniversary date of hire. COLA's to this pay scale April 1, 2017, and April 1, 2018 will be based on Portland CPI-U for the prior twelve (12) month period ending in December of the year preceding the scheduled increase plus .5%. Employees will receive a minimum annual COLA of 2% to a maximum of 5%, plus the additional .5%, each year of the agreement at no time will wage increases for any given year exceed 5%.

**Section 15.3** Employees who are attorneys and are assigned to perform legal work outside of their job description will receive an additional 5% salary per year.

**Section 15.4** Bargaining unit members will remit income from outside sources while performing the duties of the job, including but not limited to honorariums, speaking fees, commissions and the like, to the Employer.

**Section 15.5** Permanent Full-Time and Permanent Part-Time employees may opt for direct deposit of payroll checks provided that the process is feasible and that costs are reasonable.

## **Article 16-Fringe Benefits**

**Section 16.1** Health and Welfare: The Employer agrees to remit the cost per month, per full-time, permanent bargaining unit employee to Harrison Electrical Workers Trust for the purpose of providing health and welfare coverage to said employees. The Employer agrees that during the life of this Agreement it will pay any increase in contributions or rates required by the Trust for its plan options.

**Section 16.2** Pension: Contributions to the IBEW District No. 9 Pension Plan will be at the rate shown below for full-time, permanent bargaining unit employees. Vesting shall occur immediately for the entire amount of contributions and earnings.

**Section 16.3** Childcare: The Employer agrees to allow employees to use their existing offices for childcare during working hours on the following conditions: It does not interfere with Oregon AFL-CIO activities. It is on an emergency basis or pre-approved by the President.

**Section 16.4** CORNELL-HART 401(K) PLAN: The parties to this Agreement, through their predecessors, have established the Cornell-Hart Pension Trust (the "Trust"). The parties to this Agreement affirm their sponsorship of the Trust. The Trust is administered by a Board of Trustees composed of an equal number of Union representatives and Chapter representatives. The parties to this contract agree and by this contract do designate as their respective representatives on the Board of Trustees such Employer or Union Trustees as will be selected in the manner provided by the Trust Agreement, together with their successors.

The Trustees have adopted the Cornell-Hart 1993 Plan which is an employee elective 401(k) account plan (the "Plan"). Starting April 1, 2012, any bargaining unit employee can by written election cause a per dollar amount to be withheld from such employee's pay and transferred as a contribution to the Plan and Trust, to be held, invested and distributed only as provided in the Plan. The Trustees shall determine the optional per hour elective deferral amounts available to various categories of employees. All such elective deferrals shall be subject to:

- (1) Tax qualification requirements under the Internal Revenue Code and IRS regulations, including limits on the maximum elective deferral and aggregate benefit limits applicable to tax qualified plans benefiting the individual.
- (2) Rules prescribed by the Trustees for administration of the Plan, and compliance with tax qualification and ERISA laws.

Amounts withheld from pay shall be paid to the Trust within the time period established by the Trustees. A failure to forward such withheld pay by the due date will be treated in the same manner as delinquent pension contributions.

**The per hour elective deferral amount effective January 1, 2015 shall be:**

**1. \$1.00; 2. \$2.00; 3. \$3.00; 4. \$4.00; 5. \$5.00; 6. \$6.00; 7. \$7.00; 8. \$8.00; 9. \$9.00; 10. \$10.00. Employees 50 years of age and older may choose \$11.00 or \$12.00 per hour deferral. In order to participate in the Cornell-Hart 401(k) Plan, an employee must be an active participant in the IBEW District 9 Retirement Plan.**

## **Article 17-Jurisdiction**

**Section 17.1** Bargaining unit members shall have jurisdiction over and be expected to perform all work, duties and related tasks customarily and historically associated with their positions.

**Section 17.2** The employer may provide training to ensure bargaining unit members are prepared for any new duties assigned during their tenure.

## **Article 18-Education**

**Section 18.1** Employees may be reimbursed for up to \$1,500 per calendar year to cover, tuition, fees and books for enrolling an approved higher education program to enhance the employee's job-related skills and knowledge. Employees will notify the employer in advance of intentions to

pursue further higher education, how the program would enhance their job-related skills and knowledge, and how their attendance in the program will minimize disruption of the employee's current work schedule. Approval of reimbursement and any time away from the normal work schedule to attend class is at the discretion of the employer and will be considered for approval in advance by the employer when notified by the employee. This educational benefit will have a total maximum cap per year of \$4,500 (\$1,500 per calendar year per employee). Employee reimbursement, with the employer's approval, will only include successfully completed coursework after each quarter, semester or academic year.

Employee's receiving this benefit agree to remain in the employ of the Oregon AFL-CIO for a minimum of 18 months beginning from the date of payment of funds. Failure to fulfill this requirement will result in the employee repaying all funds received in the prior 17 months.

## **Article 19-Workplace Safety and Health**

**Section 19.1** The Oregon AFL-CIO Acknowledges an obligation to provide a safe and healthy environment for its employees, and agrees to operate in accordance with any and all applicable local, state and federal laws pertaining to health and safety.

**Section 19.2** The Oregon AFL-CIO shall form a Safety and Health Committee to discuss issues of mutual concern and make recommendations regarding the safety and health of employees. The safety committee shall be comprised of management and two (2) members selected by the staff union.

**Section 19.3** The Safety and Health Committee shall function as provided in OAR 437.40.045 and shall develop its own goals and work plan activities. Employees are encouraged to go to the Safety Committee prior to filing a complaint under the auspices of the Oregon Safe Employment Act or its successor.

## **Article 20-Personnel Records**

**Section 20.1** Employees will have the right to review their Personnel Records by requesting access seven days in advance.

**Section 20.2** Verbal warnings will be expunged from Personnel Records after 18 months, provided the employee has an otherwise empty discipline record. Letters of discipline will be expunged from Personnel Records after 30 months, provided the employee has an otherwise empty discipline record. Employees may petition for removal of record of Leave without Pay after 48 months, provided employee has an otherwise empty discipline record.

## Article 21-Joint Labor-Management Committee

**Section 21.1** The parties agree to establish a Joint Labor-Management Committee which will be scheduled to meet during regular working hours and which shall be comprised of at least two (2) members selected by management and an equal number selected by the Union. The parties shall meet at the request of either party to discuss issues of concern to both parties.

**Section 21.2** The Joint Labor-Management Committee shall have no authority to modify the Labor Agreement, or to adjust any grievance pending in the formal grievance resolution process, unless the consent of the grievant, the Union and the employer has first been obtained.

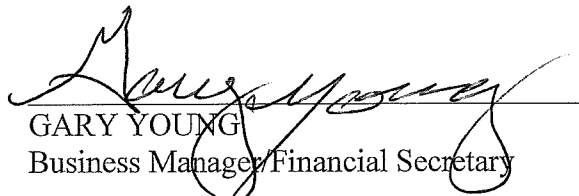
## Article 22-Term of Agreement

**Section 22.1** The terms and conditions of this labor agreement, unless otherwise explicitly agreed to by the parties, shall remain in full force and effect through March 31, 2019. In addition, it will automatically renew from year to year thereafter unless either party serves ninety (90) days advance written notice upon the other party of a desire to modify or terminate this labor agreement.

## Article 23-Separability

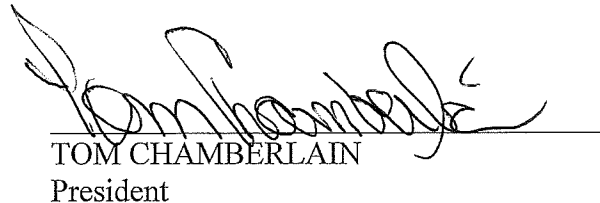
**Section 23.1** Should any portion of this labor agreement be held unlawful and unenforceable by any court having competent jurisdiction, then such court decision shall apply only to the specific article, section or portion thereof directly specified in the court's decision. Meanwhile, the balance of this labor agreement shall remain in full force and effect as the parties' attempt, as expeditiously as possible, to renegotiate compliance with the appropriate laws or regulations specifically found violated by the court's decision.

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 48

  
GARY YOUNG  
Business Manager/Financial Secretary

Date: 4-14-17

OREGON AFL-CIO

  
TOM CHAMBERLAIN  
President

Date: 4-12-2017