AGREEMENT

BETWEEN

COOS-CURRY ELECTRIC COOPERATIVE, INC.

AND

LOCAL UNION NO. 659
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

JANUARY 1, **2023** THROUGH DECEMBER 31, **2025**

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AGREEMENT

Coos-Curry Electric Cooperative, Inc. of Port Orford, Oregon hereinafter referred to as the "Cooperative" and Local Union No. 659, of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union", herby mutually establish and agree upon the working conditions and wage schedule hereinafter set forth.

Basic Principles

Cooperative and the Union have a common and sympathetic interest in the electrical industry, particularly where the Cooperative in its very nature is a member owned utility. Therefore, a working system and harmonious relations are desirable between the Cooperative and the Union and the membership. Progress in the industry demands mutual confidence between the Cooperative and the Union. All will benefit by continuous peace and by adjusting any differences by rational common-sense methods. To these ends this Agreement is made.

Article I

1.1 This Agreement shall become effective January 1, **2023**, and remain in effect through December 31, **2025**, and from year to year thereafter unless either party shall serve a sixty (60) day written notice upon the other party of their desire to amend, modify or terminate this agreement. Whenever notification of change is given, the nature of change desired must be specified in the notice. However, changes may be made at any time by mutual consent.

1.2 Any new agreement shall be made retroactive to the date the Agreement would otherwise have terminated, unless other arrangements are mutually agreed to by both parties.

1.3 It is recognized that the Cooperative is engaged in public service requiring that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the Cooperative and its employee-members of said Union.

1.4 It is the policy of the Cooperative and the Union not to discriminate against any employee because of race, **religion,** color, age, sex, national origin, disability, gender identity, sexual orientation, marital status, **expunged juvenile record** or any other characteristic protected by federal, state or local law.

Article II
Cooperative and Union Security

2.1 The right to hire and to maintain order and efficiency is the sole responsibility of the Cooperative. The right to promote and the right to discipline and discharge for cause are rightfully the sole responsibility of the Cooperative subject to the provisions in Section 7.1 of this Agreement. Claims of discriminatory promotion or discharge and of wrong and unjust discipline or discharge shall be subject to the grievance procedure found in Article IV of this Agreement.

2.2 The Union recognizes other rights and responsibilities belonging solely to the Cooperative, prominent among them being the unrestricted right to instruct its employees as to their normal duties, to regulate methods of construction and production, or the kinds of machinery, apparatus or equipment used, and to set up the most efficient system of construction, maintenance and production. In exercising its rights herein under, the Cooperative agrees that it will not violate any other provisions of

this Agreement. It is understood that complaints regarding changes in workload shall be handled under Article IV of this Agreement.

2.3 Union Membership: All classifications of employees covered by this Agreement and listed in Article V hereof, shall be members of the Union. In hiring employees, the Cooperative may hire wherever available. Such employees shall make application for membership in the Union within thirty-one (31) days from the date of their employment.

(a) The Cooperative agrees to deduct Union dues from the pay of its employees and pay to the Union those amounts as may be authorized in writing by the employees on a form prepared for this purpose. The Cooperative agrees to make this deduction from the first payroll period of each month for the current month's dues and send a check for the total amount, together with a list of the employees' names for whom the deductions were made, to the Financial Secretary of Local Union No. 659, International Brotherhood of Electrical Workers, 4480 Rogue Valley Hwy., Suite 3, Central Point, Oregon 97502, on or before the twentieth (20th) day of the same month. An employee may revoke the dues deduction authorization at any time. The Union will indemnify, defend and hold the Cooperative harmless against any claim made or suits instituted against it on account of the application of this Article.

2.4 **This** Agreement **uses gender inclusive personal pronouns and "their" and "they" may be singular or plural depending on context.**

Article III
Scope Of Agreement

3.1 It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto. The failure of the Union to enforce any of the provisions of this Agreement or exercise any rights granted by law or the failure of the Cooperative to exercise any rights reserved to it or its exercise of any such right in a particular way, shall not be deemed a waiver of such right or a waiver of its authority to exercise any such right in some other way not in conflict with the terms of this Agreement.

3.2 This Agreement applies to and covers all employees working with tools, equipment or materials in the Cooperative stores, shops, electrical distribution and transmission operations, including those for whom wage scales are fixed in Article XII of this Agreement, but excluding (a) office and clerical employees; (b) janitors; (c) guards; (d) sales personnel; (e) professional and supervisory employees as defined in the Labor Management Relations Act of 1947. Newly created classifications may hereafter be included hereunder by mutual written consent and further, that by mutual written agreement between the parties, supervisory and other non-bargaining unit employees may do bargaining unit work.

Article IV
Disputes & Arbitration

4.1 A grievance is defined as a violation of any provision of this Agreement or any alleged action of the Cooperative or its supervision, which the employee feels unjustly or unlawfully, affects **their** job or any benefits arising out of **their** job.

4.2 The Union will, at all times, keep the Supervisor/Manager, General Manager/CEO and Human Resources Director notified in writing of the name of each person designated by the Union to act as steward in each Cooperative area.

4.3 The Cooperative will, at all times, keep the Union informed in writing of the names of the respective Supervisor/Manager, Cooperative's General Manager/CEO**,** and Human Resources Director.

4.4 Should an employee have any dispute, complaint or grievance arising out of the operation of this Agreement, the employee or employees concerned shall continue to work as directed by **the Supervisor/Manager** (except where the employee's safety is involved or in the case of discharge or suspension) and the dispute, complaint or grievance shall be resolved in the following manner:

(a) STEP 1: Any dispute, complaint or grievance shall be taken up first by the employee and/or Union representative with the Supervisor**/Manager.**

(b) STEP 2: If the dispute, complaint or grievance is not settled within two (2) days, or time as extended by mutual consent, the steward shall prepare and present to the respective Supervisor/Manager, or General Manager/CEO or Human Resources Director, and the Business Manager of the Union a written "Notice of Grievance" on a form provided. This notice shall be filed within five (5) working days and shall contain the following:

1. Nature **and cause** of the grievance

2. The remedy the Cooperative is requested to make

3. The portion of the Agreement**,** claimed to have been violated

(c) STEP 3: If the respective Supervisor/Manager, General Manager/CEO, Human Resources Director and shop steward do not settle the written grievance at this point within ten (10) days after the written grievance is filed, or time as extended by mutual consent, the **Union** Business Manager, or authorized representative, shall meet with the **Cooperative** representative. Such meeting may be requested by either the **Union** Business Manager or representative, or the **Cooperative** representatives. The Cooperative and the Union shall endeavor to settle the grievance at this point.

(d) STEP 4: If a grievance is not settled as set forth in the preceding steps, the dispute shall be handled by an Arbitrator. An Arbitrator shall be selected as follows:

1. The **U**nion or Cooperative will request a list of qualified Arbitrators from the Oregon State Employment Relations Board.

2. The Union and the Cooperative will then take turns striking Arbitrators from the list until only one Arbitrator remains.

The Union and the Cooperative each shall pay costs incurred by its own arbitration representatives and witnesses, and shall share equally all other costs of arbitration.

4.5 It is the **Cooperative's** right under this Agreement to introduce complaints or grievances arising out of the operation of this Agreement, and **the Cooperative** agrees to present any such complaint or grievance in writing to the **Union** Business Manager.

4.6 All grievances must be presented within fifteen (15) days of the alleged occurrence of such grievance. A grievance is not deemed to exist until such time as the grievant knows or could reasonably be expected to know of the violation. Any complaint, dispute or grievance not presented within said fifteen (15) day period shall be deemed waived and shall not become subject to arbitration.

4.7 There shall be no strikes, lockouts, or cessation of work for the duration of this Agreement and all disputes and differences shall be adjudicated **as set forth in this Article.**

Article V
Classifications & Definitions

5.1 **T**he following general classifications of labor **shall be recognized throughout this Agreement** with the definition applicable to each **as follows:**

5.2 A Line Foreman is a supervising employee, qualified as a journeyman in the particular work under **their** supervision and works with the employees under **their** supervision. **They** must have a minimum of five (5) years' experience as a Journeyman Lineman, for which time served as an Apprentice Lineman with the Cooperative will be credited up to one-half (1/2) the term of apprenticeship. When **their** journeymen are engaged in hazardous work on energized lines, **they** shall devote **their** full**-**time to supervision. The experience requirement will be waived when a Journeyman Lineman is temporarily upgraded to a Foreman classification.

5.3 A Dispatcher is an employee who has a minimum of eight (8) years experience in the electric utility industry working with distribution systems and has been qualified for this classification by the Joint Qualification Committee **(JQC)**. Duties will include the following; writing and issuing switching orders on the Distribution system, issuing hold and assurances on Distribution equipment, managing trouble outages**,** maintaining accurate logs and models**,** and operating SCADA and other systems as directed. Under the direction of the Operations **Manager or/**Assistant Operations Manager, they shall be capable of dispatching crews for testing, switching**,** and line repairs.

The Labor Management Committee shall meet to establish other job duties and qualifications and establish the parameters of the training steps for this position.

If this position does not entail switching of high voltage equipment from a control room**,** then the position may be classified as a non-union position.

5.4 A Journeyman Lineman is an employee who has had a minimum of three and one half (3 1/2) years experience in electric utility line work and is able to qualify by examination.

5.5 An Apprentice Lineman is an employee who has had less than **7,000 hours experience** as a lineman, who will work under the supervision of a Journeyman Lineman at all times and in accordance with the Cooperative's Safety Rules and **with** the Electrical Workers Safety Rules promulgated by **OSHA, state law and plan of** Apprenticeship. An Apprentice Lineman shall be given the opportunity **to qualify themselves as a Journeyman,** by written examination as provided for in Article V, Section 13 of this Agreement. **The Apprentice may take the written examination within the last 1,000 hours of their apprenticeship with approval from the Apprenticeship Committee.**

Apprentices shall be reimbursed for the cost of approved living accommodations (hotel or RV space) and travel to assigned duty location at the start of the work week and return to personal residence at the end of the work week. Travel can be via a company vehicle or reimbursed at the company rate.

Apprentices shall be reimbursed for the cost of books and tuition if those costs are incurred while employed at the Cooperative. Such reimbursement shall be made in the first thirty days following the completion of their second (2^{nd}) full year of employment as a Journeyman Lineman with the Cooperative.

5.6 A Groundman is a lineman's helper whose duties shall be confined to work on the ground.

5.7 An Equipment Operator is an employee that has been qualified to operate equipment as required by the Cooperative.

5.8 A Field Service Technician is an employee who performs service work such as**:** install and remov**e** electric meters (excluding three phase and transformer rated meters), **read meters**, **assist to resolve member** complaints, and **perform connects and** disconnects. The employee's background, experience and training shall be such to qualify the employee to perform the required duties with skill, efficiency, and in adherence to safe work practices.

Three Phase Meter programming shall not be performed by Field Service Technicians.

All on the job training will be performed by qualified personnel of the Cooperative. If training is done by an outside agency, they shall be qualified as a training agent for the specific tasks in question.

Field Service Technicians shall not remove or install any meters during the 3-week training period unless a qualified Lineman or Substation**/**Metering**/Relay** Electrician is directly supervising such work.

There will be no reduction of the present number of Journeyman Linemen or Substation/Metering/Relay Electricians at the Cooperative as a result of this Section.

5.9 A Substation/Metering/Relay Foreman is a supervising employee, qualified as a journeyman in the particular work under **their** supervision and works with the employees under **their** supervision.

5.10 A Substation/Metering/Relay Electrician is an employee who has had a minimum of three (3) years experience as an electric meterman or inside wireman or sufficient recent training and/or experience in metering/relay trade, which can be evaluated as giving the skills and knowledge, required to perform the required duties.

5.11 A Warehouseman shall be an employee responsible for the receipt, distribution and **record keeping** of all materials handled through the warehouse.

5.12 **A Fleet Mechanic is an employee that performs general preventative maintenance, assessment and repairs on all vehicles and equipment within Coos Curry Electric Cooperative's fleet.**

5.13 There shall be a Joint Qualification Committee **(JQC)** to evaluate all internal candidates applying for apprenticeship openings consisting of three (3) representatives appointed from the **Cooperative** and three (3) representatives appointed from the Union with the **Cooperative's** General Manager and the Union's designated Business Representative as ex-officio members. The **JQC** shall meet within ten (10) working days after a job posting has closed to consider the skills, abilities and qualifications of applicants to meet the posted job requirements and specifications. The **JQC** shall rank applicants based upon their qualifications, skills and abilities. When all factors are equal, seniority of applicants shall be the determining factor in the ranking. It shall require the majority of the **JQC** to place and rank an applicant. The **JQC** may develop examinations for these positions.

In the event that there is a tie vote by the committee when qualifying workers the General Manager shall cast the deciding vote.

The **Cooperative** and the Union, through the Labor Management Committee, will mutually develop guidelines for the operation of the **JQC**. The **JQC** guidelines shall be made available to affected employees upon request and shall be posted in each Area. No changes are to be made to those guidelines, except by majority vote of the **JQC**.

The General Manager or Union Representative may require a review of a decision of the **JQC** or of the ranking of any employee.

5.14 Apprentice Lineman shall be required to pass the Local Union 659 Journeyman Lineman exam before the local will issue them a Journeyman classification.

5.15 The above job descriptions apply to the respective job classifications listed in **this article** and shall not prevent any employee from being assigned duties of equal or lesser classifications to be performed.

5.16 Probationary period is defined to mean the first twelve (12) months of employment with the Cooperative. There shall be no vested rights during the probationary period. After the first six (6) months of employment, an employee's seniority, vacation, sick leave and personal day off will be determined from the date of hire.

5.17 A temporary employee is one employed for a specific project or a fixed period of time, not exceeding six (6) months.

Article VI
Working Rules

6.1 The Cooperative's normal business hours are 7:00 am - 5:30 pm, Monday through Thursday, although work shift**s** may vary from these hours.

Working days are defined as the days of **the employee's** regular shift work and may be different than those of other employees or **the employee's** manager. For benefits calculations, a "day" is defined as ten hours.

6.2 On pre-scheduled overtime work, other than extended storm outages, the employees scheduled to work will receive twelve (12) hours advance notice during regular working hours.

6.3 Overtime Rates: All work performed outside of regular or scheduled hours or day, as specified in Article VI, Section 1, shall be paid for at double the regular rate of pay. All work performed on holidays listed under Article XI, Section 1, shall be paid for at the double-time rate in addition to holiday pay. Holiday pay shall be ten (10) hours at the straight time rate.

6.4 Headquarters: All employees shall report for work at the headquarters shop or station designated at the time of employment, unless and until otherwise notified of change. Notices of reassignment to new permanent headquarters shall be served in writing.

(a) If employees are not notified at the close of the preceding work day that there will not be work available on the following work day, or if employees report to work on orders of the Cooperative and are not put to work, they shall be allowed two (2) hours pay for so reporting.

(b) When an Employee is transferred at Cooperative's request, or required to move as a result of being awarded a higher classification, his moving expenses limited to household goods only shall be paid by the Cooperative.

(c) Employees shall reside within **40 miles** from their area of assignment.

6.5 Call Time: When employees are required to report for work either before or after their regular scheduled shift, as defined in Article VI, Section 1, or on Saturdays, Sundays or holidays, this time shall be known as "Call Time" and shall be paid for at the overtime rate of pay as defined in Article VI, Section 3, with the minimum of two (2) hours pay at overtime rate. It is understood that an employee may be called more than once within the minimum call time. Anything other than a direct route to and from work would release the Cooperative from any liability.

(a) Employees called for duty four (4) hours or more before the beginning of their regular workday shall be paid at the overtime rate from the time they are called until relieved. If such an employee has worked a minimum of four (4) hours and has had less than eight (8) hours rest, after **they are** relieved **they** shall receive the overtime rate of double time for all hours worked during **their** normal work day if required to work. An employee may be relieved from duty during any regular working day if that employee has had less than eight (8) hours of rest before the start of **their** regular shift. Such time off shall be paid at the straight time rate.

(b) Employees called for duty less than four (4) hours before the beginning of their regular work day shall be paid at the established overtime rate from the time they are called until the beginning of their regular work day. Regular working hours following shall be at the straight time rate.

6.6 Extended Restoration Work

a) Extended Restoration work rules apply during extended, major restoration efforts lasting longer than twenty-four (24) hours. After working the initial twenty-four (24) hour period employees shall not be required to work any longer than sixteen (16) additional continuous hours, unless the restoration will be completed within six (6) hours.

b) For every following twenty-four (24) hour period or major fraction thereof, each employee shall take an eight (8) hour rest period paid at the straight time rate. When employees return to work following their rest period, they will return to work at the overtime rate. **Any paid rest will be at the straight time rate.**

c) Extended Restoration Work rules end when an employee is released by management from the restoration effort or restoration work is complete. If it has been ten (10) or more hours since the employee's last rest period when extended restoration is complete, the employee will take an eight (8) hour rest period, paid at the straight time rate, before returning to his/her regular shift.

6.7 When employees are required to hold themselves available for emergency services, they shall be allowed straight time rate of pay for such availability at the rate of twenty percent (20%) of the total number of hours of such standby period, and in addition, they shall receive the applicable overtime rate of pay for all time worked, including **total** travel time not to exceed 45 minutes **and the employee shall respond within 45 minutes from the time they are called.** The number of hours in a standby period will be predetermined and the employee so advised in advance of standby duty.

6.8 Travel Time: Travel time shall be paid and transportation shall be provided during regularly scheduled shifts, and travel time shall be paid upon leaving home when out on call time or standby service for all such time traveled. Travel time, which falls outside normal working hours, to and from non-mandatory training, shall not be paid.

6.9 Employees hired to work out of temporary headquarters will receive no allowance for transportation or subsistence, but when regular employees are requested to work out of other than their regular headquarters, the Cooperative will pay full subsistence. The Cooperative will supply transportation on Cooperative time on regular schedules for employees going from their regular headquarters to temporary headquarters and return. This arrangement will be applied at the beginning and end of weekends and the beginning and end of the job assignment, and in no other cases. Travel time in the Cooperative vehicle will be allowed only to those who actually ride.

6.10 Lunch Period: Lunch period shall be between the hours of 12:00 noon and 12:30 p.m. When conditions imposed upon the Cooperative require that work be performed for a customer's convenience during the regular lunch period, the Foreman may, upon at least one (1) hour's notice, advance a meal time one-half (1/2) hour, or delay it one (1) hour. If employees are required to work beyond the above-specified limitations without relief for a meal, overtime rates shall prevail until relieved for a meal.

6.11 Meals: Regular meal hours are designated as follows:

Breakfast	6:00 am to 6:30 am
Lunch	12:00 pm to 12:30 pm
Dinner	6:00 pm to 6:30 pm

For employees working past midnight, the late meal shall be from 12:00 midnight to 12:30 a.m. When employees are required to work in excess of one and one-half (1-1/2) hour over their regularly scheduled shift as defined in Article VI, Section 1, of this Agreement or are called to work one (1) hour or more in advance of their regularly scheduled shift, they shall be entitled to their meal. The meal will consist of dinner or breakfast only.

On overtime work, meals shall be furnished at the Cooperative's expense and time at the regular meal hours indicated above, or as near thereto as is practical, so long as the employees continue to work. Provided, however, that if the employees are not required to return to work after eating their evening meal, then the meal shall be furnished at the Cooperative's expense, but not on its time; and provided further, that if the employees have worked through their dinner meal and have not eaten for eight (8) hours, they shall be entitled to one-half (1/2) hour overtime pay in addition to having their meal at the Cooperative's expense. Regular meal **expenses will be reimbursed** via normal expense reimbursement process.

6.12 Pay Day: If **an employee** choose**s** to have direct deposit, **their** pay will be deposited on the 5th and 20th of the month. If **an employee** chooses not to have direct deposit, **their** pay will be issued on the 10th and 25th of the month. Employees are encouraged to have direct deposit. Wages paid on the 5th or 10th cover the previous month, from the 16th through the end of the month. Wages paid on the 20th or 25th cover the 1st through the 15th of the month. If payday falls on a Saturday or Sunday**, the employee** will be paid on Friday. If payday falls on a holiday, **the employee** will be paid the day before. Typically**,** paystubs are available on the Cooperative's payroll software system by 8:00 A.M. **A** signed authorization **is required** if **an employee** want**s** someone else to pick up **their** check or paystub.

6.13 Foreman: On jobs having a Foreman, employees are not to take directions or orders or accept the layout of any job from anyone except the Foreman. However, the crew and the Foreman will always be under the direction of the respective Supervisor/Manager or Operations/Assistant Operations Manager for coaching and training.

(a) When a Line Foreman is in charge of a job and directing not to exceed four (4) employees, not more than two (2) of which may be journeymen, including **themselves**, **they** may work as one of the linemen. When the nature of the work is, in the reasonable opinion of the Foreman, hazardous from a safety standpoint, additional employees shall be assigned to the crew.

(b) Line crews of three (3) or more employees shall have at least two (2) Journeyman Linemen, one of whom shall be designated as Foreman and receive the rate of pay for that classification.

6.14 Testing: Transformer testing shall be done in the field by Journeyman Linemen. Shop repairs on transformers may be done by other personnel at Journeyman Lineman's rate of pay. Cleaning and handling of shop repairs may be done by Groundmen.

6.15 Construction: All framing and erecting of poles or towers and stringing of wire shall be done by Journeyman Linemen assisted by **other members of the Bargaining Unit when** required.

6.16 **Switching**: **All switching** shall be made by or under the supervision of Journeyman Linemen, under the terms and conditions of Article V Section 5.3 of this Agreement or with the consent of the Union.

6.17 Limitation of Duties: Groundmen and Equipment Operators shall not do the work of Linemen or Apprentice Linemen when such work is above ground or making underground connections.

6.18 Apprentices: The Cooperative may employ an apprentice in each crew of three (3) or more Journeyman Linemen, provided that an apprentice may be employed in each operating area where at least two (2) Journeyman Linemen are employed.

(a) An apprentice shall not be started unless the Cooperative can assure him of a journeyman status upon the completion of **7,000 hours and seven (7) steps of their apprenticeship.** Upon completion of **these terms and by qualification of examination, they shall be automatically classed as a Journeyman and be given Journeyman seniority credit** equal to the time spent as an apprentice in the service of the Cooperative, but not to exceed three and one half (3 1/2) years.

(b) Apprentices will not be permitted to work on energized lines of more than 750 volts until they have **started their 6th step or 5th step**, **if** by mutual consent of the Cooperative and the Union.

(**c**) When accepting an apprentice position an employee's wages shall be based on his present salary or the first step pay, whichever is greater.

6.19 When employees are working seventy-five (75) feet or more above the ground, they shall receive double the straight time rate of pay when such work occurs during the regular shift, or triple time if such work occurs outside their regular shift. Employees shall be compensated a minimum of two (2) hours time.

6.20 In case of an employee being employed in two different classifications in the same day, he shall receive the highest rate of pay only for the time actually worked in such classifications.

6.21 All operators of equipment will make a daily equipment inspection and keep records accordingly.

6.22 For all employees for whom a commercial driver's license (CDL) is a requirement of the job, the cooperative will pay for a CDL physical as needed and the employee will be allowed 4 hours off paid if the physical is scheduled for a work day.

Employees bidding a position which requires **only occasional use of** a CDL (Apprentice, **or** Warehouseman) are required to obtain an Oregon Commercial Driver's License (CDL) at their own expense and on their own time, within six (6) months of employment. Failure to obtain such CDL may result in termination.

The Cooperative reserves the right to require medical examination of any employee whose duties are such that a physical impairment may result in injury to the individual, to other employees, to the public, or which may result in damage to property or equipment.

Article VII
Seniority

7.1 When union job vacancies occur, or opportunities for advancement in union jobs are available, such vacancies or advance positions shall be advertised for bid by email to all employees. The jobs shall be awarded to the senior qualified employee bidding. Such notices shall be posted for ten (10) **calendar days** and at the close of this period, results of the award shall be emailed to all employees.

(a) When permanent openings with classifications covered by the Agreement become available within the Cooperative, the Cooperative shall email a "Notice of Vacancy". Within ten (10) **calendar** days of date shown on notice, an interested employee, who feels qualified should notify Human Resources, in writing, of his desire to be considered for the vacancy.

(b) For selection of Foreman, the Operations/Assistant Operations Manager, in **their** selection to fill the vacancy, will consider all essential qualifications, giving major weight to performance in present or past assignments. Where two or more employees appear equally qualified, time in classification and time in the **Cooperative** will be the determining factors for the selection.

(c) Vacancies or opportunities for advancement in temporary jobs shall first be made available to the senior qualified employee in the Area. It is not a requirement that temporary jobs be posted.

(d) Seniority shall accrue by time under this Agreement for the purpose of bidding and awarding of vacancies**.** or advanced positions.

(e) After a Lineman has been promoted or awarded a new Line Foreman position, for a period of up to six (6) months, **they** shall have the right to return to an open Lineman position, and will be awarded such a position regardless of seniority.

(f) 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 not to exceed thirty (30) days with an experienced employee in that position without any increase in pay. Otherwise, employees will be paid on the basis herein prescribed for the classification in which they are working.

(g) An employee called for military duty, requiring all or part of his time, shall not lose **their** established seniority during such service, and for such purpose, the Cooperative will, on application, grant **them** leave of absence.

(h) An employee elected or appointed to an office in Local Union 659, International Brotherhood of Electrical Workers, requiring all or part of his time, shall not lose his established seniority for a period of three years, and the Cooperative will allow **them** to use that seniority to apply for an open position within three years of taking the position within Local Union 659. The employee will not accrue additional seniority during the period of employment with Local Union 659. The three years may be extended by mutual agreement between Local Union 659 and the Employer.

7.2 A seniority list by classification and by over-all seniority shall be posted annually.

7.**3** No employee shall, as a result of work shortage, suffer any loss in seniority, accumulated sick leave or vacation.

7.**4** Termination: The Cooperative reserves the right to discharge any employee for cause; however, the reason for such discharge shall be given **to the employee** in writing within forty-eight (48) hours of the time of such discharge. Such discharged employee shall, upon demand, be given the right of a hearing as provided in Article IV of this Agreement, and if the charges are proven not justifiable, **they** shall be immediately reinstated to **their** former position and shall be reimbursed for all time lost.

(a) When layoffs are required due to lack of work, said employees shall be given two (2) weeks notice in advance of such layoff and shall be paid in full for accrued vacation time.

(b) In laying off employees because of lack of work, seniority in classification shall govern, and employees laid off shall receive preference when opportunities for employment occur. When regular employees covered by this Agreement are laid off due to lack of work they shall retain their seniority rights during layoff period for a length of time equivalent to their length of service with the Cooperative, but not to exceed two (2) years. A written notice to the former employee at **their** last known address shall be considered as sufficient notice of opportunity for re-employment, and if such notice is not acknowledged within ten (10) days of mailing **they** shall be considered as having waived his seniority rights.

Article VIII
Vacation

8.1 All regular full-time employees are entitled to the following vacation benefit after successfully completing the 6-month introductory benefit period.

(a) Vacation hours begin accruing upon hire and are awarded per pay period according to the schedule below. 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 according to the same schedule. The amount of paid benefit increases with the length of employment as shown in the following schedule:

Accrued Hrs	Month	Annual Accrual	Maximum Carryover
1st-5th Yr	6.67	80 hrs	160 hrs
6th-10th Yr	10.00	120 hrs	240 hrs
11th-15th Yr	13.34	160 hrs	320 hrs
After 15 Yrs	16.67	200 hrs	400 hrs

(b) Benefit hours are available after successfully completing the 6-month introductory period. Vacation hours are paid at **the employees** regular base rate of pay.

(c) Should a cooperative holiday occur during a scheduled vacation, it will not count as vacation day.

(d) Vacation is subject to advance approval and staffing needs. Notice of intent to be absent for any vacation time must be given as early as forty-eight hours prior to time requested. Any exceptions will only be with the general manager/CEO's approval. Every effort shall be made to accommodate employee vacation requests but the Cooperative reserves the right to schedule vacations in a way that **e**nsures continuity of our operations.

(e) Employees are encouraged to use their vacation benefit to take regular time off each year. Employees that reach the maximum accrual, as stated above, shall receive pay, up to a maximum of forty (40) hours, at their applicable rate for hours that they would otherwise lose. **If the planned vacation is cancelled due to restoration efforts, then hours will roll over into the next year.**

Article IX
Benefits

9.1 Sick Leave

All employees are entitled sick leave benefits**.** Sick leave hours begin accruing upon hire and are awarded at a rate of eight (8) hours monthly. After fifteen (15) years of employment, the monthly accrual is ten (10) hours. Sick leave benefits shall accrue without limit and may be used as accrued.

(a) Sick leave may be used in thirty (30) minute increments and may be used for dependent medical or dental appointments, for family medical leave under state and/or federal family leave laws, or for any purpose authorized under Oregon's sick leave laws, but is not intended to augment vacation or holiday benefits.

(b) For unforeseeable absences and while on sick leave, employees are required to call their supervisor by 7:00 am daily unless the employer has received a doctor's statement noting a specific duration of absence. Should employee's need to extend a doctor's notice, the employer shall be notified in advance of the need for an extension before the previously stated last absence day. If absent for more than three (3) consecutive days, employee's may be asked to provide physicians verification of the absence and/or medical certification of fitness to return to work.

Holidays falling on a regular working day during sick leave are credited as holidays and not charged as sick leave.

The employer reserves the right to send an employee home if, in their supervisor's opinion, they are unable to work. The employer may do this whether or not **the employee is** entitled to sick leave benefits.

(c) Employees who have been employed by the cooperative for a full five (5) years or more and that leave the employment of the cooperative have the choice of one of the two following options for unused, accrued sick leave.

A. Employees will be paid at separation for all accrued and unused sick leave at a one-third (1/3) rate [three (3) days accrued sick leave for one (1) day pay]. Buy-back will be at the employee's wage rate in force at separation.

Or

B. Employees will be credited to a fund for payment of medical insurance for all accrued and unused sick leave at 100%. Buy-back shall be at the employee's wage rate in force at separation. The credit will go into a fund that may be used to pay for the employee's medical insurance to which the cooperative subscribes. These funds will remain with the cooperative and will not earn interest.

Once an employee elects Option "A" or Option "B", the employee may not change their election.

Once the **departed** employee's fund runs out, subject to applicable law, the benefits program may continue to the extent available under each plan or policy, upon election by the **departed** employee. The former employee shall pay the "total" cost of the coverage.

If an employee passes away while still employed or before the fund runs out, the Cooperative will follow all applicable laws regarding the transfer or disbursement of the unused funds.

(d) Bereavement Leave

Eligible employees are entitled to take up to two weeks of bereavement leave, which must be completed within sixty (60) days of the date on which the employee receives notice of the death of a qualifying family member.

- bereavement leave is two weeks of leave to make funeral arrangements, attend the funeral or to grieve a family member who has passed away.

- an employee is entitled to take up to two weeks of bereavement leave upon the death of each family member within any one-year period, except that leave may not exceed the total of twelve weeks of family leave otherwise authorized under the Oregon Family Leave Act;

- all bereavement leave will be counted toward the total period of family leave authorized under the Oregon Family Leave Act; and

- an employee will be required to use accrued sick leave and accrued vacation, to cover any period of bereavement leave. If accrued leave is not available, the leave shall be unpaid.

(e) Disability Due to Work Injury

The Cooperative complies with Oregon's state required worker's compensation insurance laws. The state required worker's compensation insurance laws covers **the employees** medical care and state allowable wage-loss amount.

9.2 Health Insurance

Regular, full-time, eligible part-time employees and retirees shall have insurance provided by the Cooperative.

a) Defined as Regence High Deductible plan brokered by the Cooperative as of 01/01/2017 or equivalent.
b) The Cooperative will provide Medical, Prescription, Dental and Vision Insurance Plans for an active eligible employee and **their** dependents. Beginning with plan year 2020, the Cooperative will absorb premium increases up to an additional 5% over the prior year. Any premium increases over 5% will be paid by the employee.
c) The Cooperative will maintain a Health Savings Account for each employee and contribute the maximum allowed by the Internal Revenue Service every year. Contributions will be front loaded during the first month on the year for the 2020 plan year. In all future years, 1/12th of the annual contribution employees are entitled to will be deposited monthly.

For additional information on this plan please refer to the plan document. The plan document can be provided by Human Resources.

There shall be an insurance committee formed to consist of equal representatives appointed by the Union and the Cooperative, for the purpose of evaluating insurance plan options and recommending any changes in the policy at the request of the Union or Cooperative.

Any changes must be reviewed and ratified by both parties to the Agreement prior to implementation.

9.3 Long Term Disability Insurance

The long-term disability plan will not be reduced or abrogated without negotiation between the parties to this Agreement. The cost of the plan for active employees will be split equally between the Cooperative and the employee.

Negotiated plan is effective after thirteen (13) weeks disability at 66-2/3% base pay to a maximum of $4,500.00 per month or the policy in effect, whichever is greater to age sixty-five (65), coordinated with other specific benefit programs.

9.4 Life Insurance

Life Insurance is available to qualifying full-time employees through the Cooperative's current insurance carrier. The cooperative pays 100% of this benefit up to two (2) times the employee's annual base salary.

Additional life insurance for employees and life insurance for dependents is available at employee's expense.

The cooperative reserves the right to change the insurer.

9.5 Jury Duty: Employees called for jury duty or subpoenaed as a witness, are required to notify their supervisor upon receipt of the summons. Regular full-time employees are eligible for paid jury duty leave. The Cooperative will excuse employees from work with pay and without charge against paid leave benefits. This provision shall also be applicable to absences from duty as a subpoenaed witness, except in cases wherein the employee or **their** family has an interest in the litigation and except that any sums paid to the employee for such services above the statutory witness fee shall be offset against pay herein provided for.

If dismissed before noon, employees are expected to report to work for the afternoon.

(a) Regular employees may, at their discretion, take unpaid personal leave, after vacation and sick leave have been exhausted in order to attend criminal proceedings, if they or a family member have been a victim of crime. Employees must give a reasonable notice, inform supervisor of date, length of time and provide a copy of the official notice. If this creates an undue hardship on the

cooperative, those employees will be asked to inform the court of **their** work schedule as a consideration to reduce any hardship/conflict.

9.6 Retirement and Security Program (R&S): For employees hired before January 1, 2017

The plan is a defined benefit pension plan and the Cooperative makes contributions to the plan in an amount sufficient to fund the benefits of all eligible employees.

a) Retirement age with full benefits will be sixty-two (62).
b) Benefit factor will be a 1.8 multiplication factor.
c) There is a required 3% employee contribution calculated on base pay.

9.7 Select RE 401(k) and Roth 401(k) Defined Contribution Plan

a) Employees hired prior January 1, 2017:

   Employees in this group may elect to contribute a percentage of their gross compensation to the Cooperative's 401(k) plan on a pre-tax and/or after-tax basis. The Cooperative will match contributions up to 3% of gross compensation with an equal percentage-to-percentage match to the employee contribution from 0% to 3%.

b) Employees who are hired on or after January 1, 2017:

   The Cooperative will make a base contribution equal to 9% of the employee's salary without a required employee contribution. The Cooperative will match contributions up to 3% of gross compensation with an equal percentage-to-percentage match to the employee contribution from 0% to 3%.

Article X
Safety Rules

10.1 Cooperative Safety Rules and the Electrical Workers Safety Rules as promulgated by the Oregon State Occupational Safety and Health Administration and as amended from time to time, are hereby adopted and incorporated as a part of this Agreement as if fully set forth herein, and routine safety meetings shall be held.

10.2 Safety belts, gaffs, work gloves climbers, hooks & pads, body belt, and hook straps shall be furnished by the Cooperative after six (6) months of employment and at the discretion of the Safety and Loss Control Administrator thereafter. (Cost of replaceable gaffs will be paid by the Cooperative).

10.3 Rain Gear: The Cooperative will furnish fire retardant/resistive rain gear to include a hat, coat or jumper and trousers to be worn during inclement weather for those employees who regularly work out-of-doors. Rain gear will be repaired while under manufacturer warranty; during repair, replacement rain gear shall be provided at the expense of the cooperative. After expiration of manufacturer warranty rain gear shall be replaced upon exchange of used items.

10.4 Tool Allowance: The Cooperative will provide each employee under this Agreement an annual tool allowance of $450.00.

10.5 Whenever employees report to work and it is mutually agreed between the Supervisor/Manager and the employees involved that weather conditions are such that employees should not work, they shall receive two (2) hours' pay. It is recognized that at times weather conditions experienced in the service area are beyond that to which an employee can efficiently work. The parties agree that under such conditions, employees may be assigned work in a protected area. The Union recognizes that

emergency work involving danger to life or property must be performed, regardless of weather conditions.

10.6 **The Cooperative (CCEC) will provide an annual FR clothing allowance of $900 for the purchase of FR clothing for those employees that could be exposed to potential arc flash. FR clothing will be purchased from a vendor that CCEC has an account set up with. FR clothing choices will be determined by CCEC, that employees can choose from, and employees must purchase in a manner that adheres to CCEC's FR policy. Funds not used each year can be carried over to the following year, not to exceed $1,300 available to each employee. A FR credit will be deposited into the employees account the 1st day of June each year. Employees that aren't subject to potential arc flash will receive $500 annually with a maximum carry over of $900 for non FR clothing that CCEC would make available.** Employees will make every effort to wear a clean shirt to work every day and will be responsible for laundering.

Article XI
Holidays

11.1 Upon hire, all introductory and regular full-time employees are entitled to the holiday benefit. The Cooperative recognizes the following days as paid holidays:

- New Year's Day
- Presidents' Day
- Memorial Day
- Fourth of July
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- Birthday Holiday

When a holiday falls on Friday or Saturday, it is observed on the preceding workday; when it falls on Sunday, it is observed the following workday. If a paid holiday falls within **the employees** vacation, the holiday is not charged as part of vacation time.

Where employees are not working on the regular Monday through Friday schedules, they shall receive the same holiday benefits as if they were on the regular schedule. Employees' birthday may be used as a floating holiday during the year with notice. Eligible employees receive ten (10) hours of holiday pay if on a 10-Hour Workday/4-Day Workweek.

11.2 After 6 months of employment, regular full-time employees are also entitled to ten (10) hours of Floating Holiday pay. The following benefit is established. Employees may confidentially donate their floating holiday or accrued sick leave in excess of forty (40) hours to a co-worker in a hardship situation who has used all of his or her available paid time off. Donations are subject to advance management approval and kept confidential. Further details are available from Human Resources.

Article XII
Wage Scale

Effective Date	**2022**	**2023**	**2024**	**2025**
		6%	**3%**	**3%**
Classifications:				
Line Foreman	**$60.21**	**$63.82**	**$65.73**	**$67.70**

SCADA/Serv Dis Aft 12 Mo	**$59.20**	**$62.75**	**$64.63**	**$66.57**
SCADA/Serv Dis 2/6-months	**$56.72**	**$60.12**	**$61.92**	**$63.78**
SCADA/Serv Dis 1/6-months	**$54.22**	**$57.47**	**$59.19**	**$60.97**
Journeyman Lineman	**$54.22**	**$57.47**	**$59.19**	**$60.97**
7th 6-months (90%)	**$48.80**	**$51.73**	**$53.28**	**$54.88**
6th 6-months (88%)	**$47.72**	**$50.58**	**$52.10**	**$53.66**
5th 6-months (84%)	**$45.55**	**$48.28**	**$49.73**	**$51.22**
4th 6-months (80%)	**$43.38**	**$45.98**	**$47.36**	**$48.78**
3rd 6-months (76%)	**$41.21**	**$43.68**	**$44.99**	**$46.34**
2nd 6-months (73%)	**$39.61**	**$41.99**	**$43.25**	**$44.55**
1st 6-months (70%)	**$37.95**	**$40.23**	**$41.44**	**$42.68**
Groundman	**$33.07**	**$35.05**	**$36.10**	**$37.18**
Groundman, 1/6-months	**$31.48**	**$33.37**	**$34.37**	**$35.40**
Eq Operator	**$38.36**	**$40.66**	**$41.88**	**$43.14**
Eq Operator, 1/6 months	**$34.50**	**$36.57**	**$37.67**	**$38.80**
Substn Mtr Rely Frm	**$60.21**	**$63.82**	**$65.73**	**$67.70**

Substn Mtr Elec	**$54.22**	**$57.47**	**$59.19**	**$60.97**
2nd 6-months (95%)	**$51.51**	**$54.60**	**$56.24**	**$57.93**
1st 6-months (90%)	**$48.79**	**$51.72**	**$53.27**	**$54.87**
Field Service Technician	**$36.23**	**$38.40**	**$39.55**	**$40.74**
Field Service Technician, 1/6 months	**$32.10**	**$34.03**	**$35.05**	**$36.10**
Lead Warehouseman	**$39.46**	**$41.83**	**$43.08**	**$44.37**
Warehouseman	**$38.22**	**$40.51**	**$41.73**	**$42.98**
Warehouseman, 1/6 months	**$32.81**	**$34.78**	**$35.82**	**$36.89**
Mechanic	**$46.00**	**$48.76**	**$50.22**	**$51.73**
Mechanic, 1/6 months	**$43.00**	**$45.58**	**$46.95**	**$48.36**

Article XIII
Savings Clause

13.1 If any part of this Agreement is, or is hereafter found to be in contravention of the laws or regulations of the United States, or of any State having jurisdiction, such part shall be superseded by the appropriate provisions of such law or regulation so long as the same is in effect, but all other provisions of this Agreement shall continue in full force and effect. Upon any such determination being made, the Cooperative and the Union will promptly negotiate and endeavor to reach an agreement upon a suitable substitute therefore.

Disability Placement

13.2 If there is no mutual agreement between the Cooperative and the Union regarding the placement of a disabled employee and either party believes that A.D.A. accommodation considerations warrant such a placement, the parties agree to seek the advice of the E.E.O.C. to resolve the issue.

If the parties have not resolved the issue after assistance of the E.E.O.C. they agree to submit the issue to expedited arbitration. The parties agree that all evidence and argument shall be presented to the arbitrator at hearing and that the arbitrator shall issue a bench decision with written justification to follow within two working days.

Coos-Curry Electric Cooperative, Inc.

Brent Bischoff
General Manager

Date: 12/9/2022

IBEW Local Union 659

Jon Flegel
Business Manager

Date: 12-13-2022

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

12/28/2022

Lonnie R. Stephenson, Int'l President
This approval does not make the International a party to this agreement