

# ARTICLES OF AGREEMENT

Between

**IBEW Local Number 702**



and

**Southwestern Electric Cooperative, Inc.**



Your Touchstone Energy® Cooperative 

for

***Outside Employees***

Effective:

**July 1, 2022 through June 30, 2025**

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## **PREAMBLE TO AGREEMENT**

This Agreement made and entered into this 1st day of July, 2022, by and between Southwestern Electric Cooperative, Inc., party of the first part, hereinafter referred to as the “Cooperative,” and the Local Union Number 702 of the International Brotherhood of Electrical Workers, party of the second part, hereinafter referred to as the “Union.”

This Agreement and the provisions thereof, when signed by the authorized representatives of the Cooperative and the Union and approved by the President of the International Brotherhood of Electrical Workers, shall be binding upon the Cooperative, its successors and assigns and shall take effect July 1, 2022, and shall remain in full force and effect until and including June 30, 2025, and shall continue in full force and effect from year to year thereafter until it has been canceled and/or amended by the giving of sixty (60) days written notice from one party to the other.

Should either party give notice to amend the Agreement, as specified in the previous paragraph, it is specifically agreed that any ensuing discussion shall be limited to the specific issues for amendment raised in the notice to amend and in any reply thereto.

If amendment is desired, the proposed changes shall accompany the notice.

## **ARTICLE 1**

### **NONDISCRIMINATION**

- 1.1 All reference to employees in this Agreement designates both sexes and whenever the male gender is used it shall be construed to mean male and female employees. Male and female employees covered by this Agreement shall receive equal payment where work performed is substantially identical.
- 1.2 The provisions of this contract shall be applied to all employees and applicants for employment covered by this Agreement without discrimination on the basis of race, color, religion, sex, national origin, age, or any other characteristic protected by law.

## **ARTICLE 2**

### **RECOGNITION**

- 2.1 Pursuant to certification by the NLRB (case no. 14-RC-1732) the Cooperative recognizes the Local Union Number 702 of the IBEW as the exclusive bargaining agent and representative of its production, maintenance, and line construction employees. Office clerical employees, power generation employees, professional employees, guards, and supervisors as defined in the National Labor Relations Act are specifically excluded from this Agreement.

This Agreement shall have effect only on the property of the Cooperative and shall cover all work thereon coming under the jurisdiction of the Brotherhood as usually performed by the employees of the Cooperative covered by this Agreement as set out in this section above.

- 2.2 This Agreement shall be binding upon the IBEW Local Union Number 702, Southwestern Electric Cooperative, Inc., and any individual, partnership, or corporation who shall succeed the Cooperative in carrying on the business. In the event the Cooperative should sell, assign or otherwise transfer its operation to any other entity, the Cooperative agrees to require the successor, as part of the underlying sales agreement with the successor, to adopt this Collective Bargaining Agreement. In addition, immediately after consummation of the underlying transaction, the Cooperative shall notify the Union of the transaction and furnish a copy of the portion of the underlying document confirming acceptance of the Collective Bargaining Agreement, in accord with the conditions set forth below by the successor:

- a) Certain provisions of this Collective Bargaining Agreement other than wages and fringes may be impossible for the successor to adhere to. In such case, the successor will be obligated to bargain with the Union in order to as closely approximate the intent of the Collective Bargaining Agreement as possible. If the parties are unable to reach an agreement as to any issues that may arise under this paragraph, those issues and disputes shall be submitted to arbitration according to Article 2.2, Section (c) below.
- b) The successor may not be able, because of cost concerns or availability reasons, to provide identical benefits to those provided in the Collective Bargaining Agreement. In that event: (1) the successor will be obligated to bargain with the Union in order to attempt to provide a wage/benefit package which as closely as possible approximates the package provided for in this Collective Bargaining Agreement without increasing the successor's costs beyond that borne by the Cooperative under this Collective Bargaining Agreement; and (2) in no event, absent the agreement of the Union, will the wage/benefit package provided cost the successor less than the cost to the Cooperative under this agreement. If the parties are unable to reach an agreement as to any issues

that may arise under this paragraph, those issues and disputes shall be submitted to arbitration according to Article 2.2, Section (c) below.

- c) If a dispute should arise as to either the interpretation or the application of paragraph (a) or (b), such dispute shall be resolved by the successor and the Union by submitting the dispute to the grievance and arbitration procedure provided in Article 19 of this Collective Bargaining Agreement on an expedited basis. The arbitrator's decision shall be final and binding.
- d) Upon signing an agreement with the Cooperative and a successor meeting the above stated requirements, the Cooperative shall be considered as having complied with all of its obligations concerning this matter. Thereafter, as to the operations involved, all future dealings shall be between the successor and the Union.

## **ARTICLE 3**

### **UNION SECURITY**

- 3.1 It shall be a condition of employment that all employees of the Cooperative covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement, become and remain members in good standing in the Union. It shall be a condition of employment that all new employees covered by this Agreement, and former employees returning to work, become and remain members in good standing in the Union after their thirty-first day of employment. The Cooperative shall refer all new or re-employed employees to the Local Representative of the Union for instructions and advice concerning the Union Shop requirements of this Agreement.
- 3.2 The Cooperative shall have the sole right to employ whomsoever it chooses without regard to membership or non-membership in the Union, except that after thirty (30) days, all new employees shall become members of the union. At the request of the Cooperative, the Union shall make reasonable efforts to furnish the Cooperative with such workmen within the classifications herein as the Cooperative may request.

## **ARTICLE 4**

### **RIGHTS OF MANAGEMENT**

- 4.1 The Union agrees to and recognizes that the management of the business, the direction of the work force, the determination of the number of employees it will employ, the right to discipline or discharge for just cause, the right to hire, promote, or demote for just cause, and to release employees because of lack of work, is vested in and reserved to the Cooperative, subject to the restrictions of this Agreement.
- 4.2 All new employees shall be employed subject to a probationary period of six (6) months, also subject to the provisions of Section 9.3 of this Agreement, during which time the Cooperative shall elect whether the work of the new Employee is satisfactory and whether it wishes to continue the employment.
- 4.3 Nothing in this Agreement shall be construed to require the Cooperative to employ any person not required in the proper and efficient operation of its properties.
- 4.4 The employer shall have the right to terminate or suspend any employee for just cause, but the employer agrees to give to such employee and the Union at least one (1) warning notice in writing before such action. Provided, however, it is agreed between the parties that just cause for suspension of an employee without notice shall include drunkenness, drinking while on duty, gross incompetence, or insubordination.
- 4.5 It is understood and agreed to that no member of the Union shall be discriminated against or denied employment because of their legitimate activities in matters affecting the Brotherhood unless such activities result in the willful destruction, or attempted destruction of the Cooperative's property.
- 4.6 In the event that the Cooperative desires to contract work, it is mutually agreed between parties that such work can be contracted provided that no regularly employed person is laid off in order to contract such work. The contractor shall follow usually accepted IBEW Union rules and practices regarding such work. Contract workers will not be called in to work overtime unless all co-op employees in the necessary classification have been asked to perform such work, or an attempt to contact the employee is made.
- 4.7 This Agreement will not prevent the Cooperative from employing specialists to supervise work of a special nature.

# ARTICLE 5

## WAGES AND JOB CLASSIFICATIONS

5.1 Classifications	Hourly Wages - Effective Date		
	7/1/2022	7/1/2023	7/1/2024
	4%	4%	4%
Foreman	\$55.23	\$57.44	\$59.74
Journeyman Lineman	\$52.03	\$54.11	\$56.28
4th Step Apprentice Lineman	\$46.27	\$48.12	\$50.05
3rd Step Apprentice Lineman	\$44.45	\$46.23	\$48.08
2nd Step Apprentice Lineman	\$42.43	\$44.13	\$45.89
1st Step Apprentice Lineman	\$41.28	\$42.93	\$44.65
Foreman Polyphase Meterman & Tester	\$55.23	\$57.44	\$59.74
Lineman/Sr. Polyphase Meterman & Tester	\$54.10	\$56.26	\$58.52
Lineman/Polyphase Meterman & Tester - w/o required FCC license	\$52.03	\$54.11	\$56.28
Forestry Foreman	\$35.59	\$37.01	\$38.49
Forestry Journeyman	\$33.54	\$34.88	\$36.28
2nd 6 mos. Forestry Apprentice	\$31.84	\$33.12	\$34.44
1st 6 mos. Forestry Apprentice	\$30.14	\$31.34	\$32.60
Warehouseman/Groundman Truck Driver	\$41.59	\$43.25	\$44.98
Warehouseman/Groundman Truck Driver Sr.	\$42.30	\$43.99	\$45.75
Groundman Truck Driver	\$41.59	\$43.25	\$44.98
Groundman Class A	\$39.17	\$40.73	\$42.36
Groundman Class B	\$36.76	\$38.23	\$39.76
First Class Mechanic	\$49.84	\$51.83	\$53.90

- 5.2 All Groundmen, Class B, shall be known as temporary employees. These employees shall not be entitled to seniority, vacation, holidays and sick leave until they have completed six (6) consecutive months of continuous service after when they shall become permanent employees within the meaning of this Agreement, and shall be classified as a Groundman Class A, and their seniority shall begin as of the first day of their employment. They shall be entitled to eight (8) hours per day while a temporary employee. They shall not be assigned overtime when there are permanent employees available and ready for work. Class B Groundmen may be used for dragging, stacking and burning brush with the forestry crews.
- 5.3 Wages shall be paid every two (2) weeks on Friday, except when Friday is a holiday and then wages shall be paid on the Thursday before, all wages earned up to and including the preceding Friday.
- 5.4 When consistent with the practices of the Cooperative, arrangements are to be made so that employees shall receive their pay on the job.
- 5.5 In exchange for the wage increases in the 2008 agreement and the additional 1% in the employer contribution to the 401(k), the union agrees to rubber glove. Training will be offered to all linemen, but gloving will be done on a voluntary basis at the individual lineman's discretion. The Cooperative requires at least one crew per service area to commit to gloving. Training, safety requirements, and work rules will be agreed to by the Cooperative's safety committee, made up of management and union employees, and by the recently appointed rubber gloving representatives from the bargaining unit.

## **ARTICLE 6**

### **HOURS OF WORK – OVERTIME RULES**

- 6.1 Eight (8) hours shall constitute a regular day's work and five (5) consecutive days shall constitute a regular week's work, Monday to Friday, inclusive, which each employee is guaranteed. A Tuesday to Saturday workweek may be scheduled for construction and maintenance employees if necessary to restore and maintain service. The employees to be assigned to or alternated to a Tuesday to Saturday inclusive workweek shall be mutually agreed upon by the parties hereto. Employees are to report at 7:00 a.m. at their respective headquarters and be returned to their respective headquarters at 3:30 p.m. Mechanics hours shall be from 6:00 a.m. to 2:30 p.m.
- 6.2 Employees shall be entitled to a thirty (30) minute break for lunch after four hours of work. Employees called on outages during their regularly scheduled lunchtime shall not receive premium pay for working said outages.



- 6.3 All time worked in excess of regular hours shall be paid for at the rate of time and one-half except as hereinafter provided. Overtime shall be divided equally and impartially among employees of each county doing the same class of work insofar as practicable. Employees' names and overtime hours shall be posted monthly on the bulletin boards.
- 6.4 Employees called back to work after having been released from their regular day's work shall receive a minimum of two (2) hours pay at applicable overtime rates.
- 6.5 If an employee is called in for emergency duty while off their regular tour of duty, then the employee's time shall start when the employee receives said call. Operations employees subject to after-hour duty and hired on or after July 1, 2014 must live within twenty (20) miles of their normal reporting headquarters. Employees hired prior to July 1, 2014 shall be allowed to conform to the thirty (30)-mile residency requirement as agreed to in December of 2012. Employees hired prior to August 1, 2012 that live outside of the 30-mile requirement shall be allowed to do so as long as they remain at their current reporting headquarters. Employees shall have up to six (6) months from the time the job is awarded to move within the respective residency requirement.
- 6.6 An employee who has worked for sixteen (16) or more continuous hours shall, upon release, be entitled to an eight (8) hour rest period before they return to work. If the rest period extends into their regularly scheduled workday, the employee shall lose no time thereby. Time worked in excess of sixteen (16) continuous hours shall be paid for at not less than two (2) times an employee's regular hourly rate of pay until released from duty if requested to work beyond 16 hours and the employee agrees to work beyond 16 hours. For the purpose of administering the overtime period and rest period, the work period shall be continuous unless interrupted by a continuous eight (8) hour period.
- 6.7 When employees are called for work on Sundays or holidays, they shall receive double-time for the time worked on Sundays and holidays only. In no case shall they receive less than two (2) hours time at the rate of double time.

## **ARTICLE 7**

### **EXPENSES AND TRANSPORTATION**

7.1 When conditions require that an employee shall work away from their permanent headquarters and remain on said work overnight, the Cooperative, at its option, shall either provide transportation, meals, and lodging or shall reimburse, to a reasonable amount, expenses actually incurred for transportation, meals (excluding alcoholic beverages), and lodging.

7.2 For any overtime worked that falls within the meal times listed below, an employee shall receive \$19 as a meal allowance on the corresponding paycheck:

5:00 a.m. to 7:00 a.m.

11:00 a.m. to 1:00 p.m.

5:00 p.m. to 7:00 p.m.

11:00 p.m. to 1:00 a.m.

Meal allowances shall only be paid for overtime worked within the meal periods stated above. Additionally, employees shall receive one (1) hour of pay to eat the meal whether or not the employee actually stops to eat, but only if the employee has worked long enough to reach a second meal period. This language does not apply to employees attending an off-site training or conference. Refer to Section 7.1 for meals at off-site training and conferences. The meal periods listed above correspond with a 7:00 a.m. to 3:30 p.m. regular workday. If the work schedule is moved to 8:00 a.m. to 4:30 p.m. the first and third meal periods shall be moved to 6:00 a.m. to 8:00 a.m. and 6:00 p.m. to 8:00 p.m. correspondingly.

7.3 In the event an employee is required to temporarily report to an alternate location, and under normal working hours, the employee shall be compensated in the following instance. If the alternate location is further than what the employee drives to their normal reporting headquarters, the Cooperative shall pay the excess mileage according to the IRS rate and the excess drive time at the rate of time and one-half in fifteen-minute increments. Any unusual circumstances that may occur from such a transfer will be taken into consideration.

## **ARTICLE 8**

### **GENERAL RULES AND WORKING CONDITIONS**

- 8.1 All employees covered by this Agreement shall receive full time employment provided they are ready and in condition to perform their work. Employees laid off because a job is completed or shut down for reasons beyond the Cooperative's control shall be given two (2) weeks' notice and shall be paid in full to and on the date of layoff. Employees shall not be laid off or transferred while other employees performing the same type of work are required to work beyond the normal tour of duty unless done so by mutual agreement; however, emergency overtime is accepted.
- 8.2 No employee covered under this Agreement shall absent themselves from duty without securing permission from their Foreman or the Operations Manager before doing so, and in case of illness, shall use every effort to notify their supervisor in ample time before working hours.
- 8.3 Employees shall be allowed one (1) hour off with pay for the purpose of voting in all State, County, City and national elections, provided they are eligible to vote and do actually vote. This hour shall be granted during the time that the polls are open and will normally be the first scheduled working hour of the day.
- 8.4 Each employee shall be required to furnish the first set of tools (which are satisfactory to the Cooperative) required by their classification. The Cooperative shall make all replacements of standard accepted make of tools. Tools referred to shall mean body belts, safety straps, climbers, pliers, skinning knives, screwdrivers, wrenches, rules, and tool and connector pouches. It is understood that employees losing tools will be responsible for the costs of the replacements.
- 8.5 The Cooperative shall furnish all tools, safety equipment, and rubber goods for the proper and safe performance of the work and employees shall use every effort to preserve safety appliances and shall use them according to OSHA regulations. Employees shall be advised and instructed where major changes in apparatus, wiring or procedures are made. At no time will an employee be required to perform any hazardous tasks outside their classification.
- 8.6 The Cooperative will not require employees to do line construction or maintenance work during inclement weather unless such work is necessary to protect life or property, or maintain service to the public.

- 8.7 The established practice of using two (2) employees or more on maintenance and construction shall be continued except in the following instances where one (1) lineman on a service truck will do the following jobs: (a) connecting and disconnecting meters; (b) reading meters; (c) collecting delinquent account; (d) resetting delinquent account disconnected meters after hours; (e) locating underground primary and secondary cable (no fault); (f) during regular working hours (as defined in Section 6.1) a maintenance foreman on a service truck will take care of maintenance and trouble calls that can be taken care of by one (1) lineman. See guidelines for maintenance foreman duties for regular working hours and overtime call-outs attached hereto as Appendix B. At no time shall any employee do work that he or she believes to be unsafe.
- 8.8 Outside of regular working hours, and on a weekly basis, one (1) journeyman lineman in each service area will be on call for the purpose of taking outage or trouble calls. The on-call journeyman shall be compensated \$4.20 effective 7/1/2022, \$4.30 effective 7/1/2023, \$4.40 effective 7/1/2024 per hour, and will be responsible for responding to all outage/trouble calls. Assignment and rotation of this “on-call” status shall be determined by the affected Employees that are members of the IBEW Local #702. Upon accepting the on call assignment, it will be the responsibility of the journeyman to find a replacement if he is unable to respond to outage/trouble calls and to notify the Cooperative of the replacement. The journeyman will determine if additional help is needed and will be responsible for notifying the Cooperative of that need. Such a request for additional help shall not be denied or questioned. If additional help is not readily available, the journeyman “on call” will respond to the outage or trouble call location to secure the area and further evaluate the situation. Under no circumstances will the journeyman perform any work that is unsafe.
- 8.9 When poles are loaded or unloaded, then not less than two (2) employees shall be used. When setting poles in energized lines, not less than three (3) qualified employees shall be used. When setting pole in de-energized lines, not less than two (2) qualified employees shall be used. Help will be provided at the discretion of the foreman.
- 8.10 It is agreed that the painting of all steel towers, poles and other structures supporting any wires or busses shall be done by lineman.
- 8.11 The foreman shall be considered as a working foreman unless the safety and efficiency of the particular job demands that their duties consist of acting solely as a foreman.
- 8.12 In case a foreman is absent from the job site, a journeyman shall be designated as foreman and shall receive foreman’s pay only when performing foreman duties as outlined in the corresponding job description.
- 8.13 An employee shall receive foreman’s pay when called out after their regular scheduled working hours in the following instances:

- a) When the employee's permanent job classification is foreman.
  - b) When the employee is the only journeyman on the job site.
  - c) When the employee is the senior journeyman on the job site after being dispatched as additional help. In this situation, the senior journeyman, not the initial journeyman responding to the call, shall receive foreman's pay.
- 8.14 Employees required to work at a height of one hundred (100) feet or more on towers shall be paid for the time spent at or above such height at the double-time rate irrespective of the day or hour. When work is performed at such height for less than one (1) hour they shall receive a minimum of one (1) hour's pay at the double-time rate.
- 8.15 The Cooperative shall have the exclusive responsibility to provide a safe and healthful workplace and conditions of employment. It is the responsibility of the employees to report all unsafe conditions to their foreman and/or supervisor. The safety supervisor will conduct routine inspections and is responsible for informing employees of any unsafe conditions and will provide employees with training or recommendations to correct any unsafe conditions.
- 8.16 The Cooperative will pay seventy-five percent (75%) and the employees will pay twenty-five (25%) for the cost of replacing prescription eyeglasses broken on the job.
- 8.17 Due to cyber security concerns, Multi-Factor Authentication will be required at the discretion of the CEO for users to ensure an extra layer of security when connecting to hardware, software, or network systems.

Multi-Factor Authentication is an electronic authentication method in which a user is granted access to a website or application only after successfully presenting two or more pieces of evidence to an authentication mechanism: knowledge, possession, and inherence.

Users will be required to enroll a device to serve as the second authentication method as part of Multi-Factor Authentication. This second device may be an office phone, cell phone, or supported authenticator app on a mobile device depending on system requirements.

## **ARTICLE 9**

### **APPRENTICE SYSTEM**

- 9.1 The ratio of apprentices to journeymen shall not be greater than two (2) apprentice linemen to each five (5) journeymen linemen.
- 9.2 Apprentice linemen who have less than eighteen (18) months of experience shall not be allowed to work on live lines or equipment over 440 volts, but such apprentices having eighteen (18) months or more of experience may work on live lines or equipment over 440 volts providing they are assisting a journeyman lineman in performing such work.
- 9.3 All apprentice linemen hired by the Cooperative shall have a nine (9) month probationary period during which time the Cooperative shall elect whether the work of the employee is satisfactory and whether the Cooperative wishes to continue the employment. Apprentice linemen shall comply with the Joint Apprenticeship Agreement.

## **ARTICLE 10**

### **SENIORITY**

- 10.1 Seniority for each regularly paid employee who has been employed as such for six (6) months within a period of twelve (12) consecutive months under this Agreement, shall begin as of the first day of employment unless their seniority has been broken as provided in Article 10, Section 10.3. If an employee's seniority has been broken and the employee is re-employed, then and in that event, the employee's seniority, after having been re-employed for a period of six (6) months within a period of twelve (12) consecutive months, shall begin on the first day of re-employment after their most recent loss of seniority hereunder.

The foregoing shall not alter or affect seniority rights such as vacations, sick leave, annuities or other benefits and privileges to which such regular employees may be entitled for service with the Cooperative prior to being employed or re-employed hereunder.

- 10.2 When making a reduction in the number of employees due to lack of work and when rehiring, the following procedure shall govern:
- a) Employees who have not established seniority with the Cooperative shall be laid off first.

- b) Thereafter, employees shall be laid off in the inverse order of their established seniority, provided however that no apprentice with less than two (2) years employment as such shall have preference in layoffs over journeymen in the same classification who have established seniority under the Agreement.
- c) The foregoing provisions of (a) and (b) need not apply when the application thereof would result in the Cooperative being required to lay off employees possessed of skill essential to properly perform the work available at the time of layoff not possessed by employee having greater seniority under the Agreement.
- d) When adding employees, those having established seniority most recently laid off on account of curtailment of work shall be the first among those holding seniority to be reemployed if available and physically able to return to work, providing they have the qualification required.

10.3 Seniority shall be deemed to have been broken for the following reasons.

- a) If the employee resigns.
- b) If the employee is discharged for just cause and not reinstated.
- c) If the employee is absent from work without authorized leave except when satisfactory reasons for their absence are given.
- d) If an employee who has been laid off fails to return to work within three (3) days after being properly notified to report for work and does not give a satisfactory reason for failing to report.
- e) If an employee is laid off for twenty-four (24) consecutive months, they shall, however, not lose their seniority if said seniority exceeds twenty-four (24) months. In all other cases where an employee is laid off for more than twenty-four (24) consecutive months, the employee shall not lose their seniority unless the employee is laid off for a continuous period equal to the seniority they had acquired prior thereto. In the event an employee with five (5) or more years of service is laid off in excess of five (5) continuous years, then the seniority of such employee shall terminate.

10.4 Promotions shall be made and vacancies shall be filled based on seniority, ability, and qualifications, and shall comply with the Americans with Disabilities Act. Ability and qualifications being sufficient, seniority shall prevail:

- a) Should an employee deny a promotion, it shall have no effect on their future promotion.

- b) When vacancies occur or when new positions are created within the bargaining unit, the Cooperative will post a notice for a period of five (5) days (Saturdays, Sundays and holidays excluded) announcing the position. Employees desiring to be considered shall make written application to Human Resources. When necessary, temporary assignments will be made for the period the position is considered open.
  - c) An employee promoted to a new position and new hires shall be given a reasonable opportunity, not to exceed six (6) months, to demonstrate their qualifications and ability. If an employee does not qualify, the employee and the Union will be notified of the nature of the disqualification, and the employee shall be returned to the Union position formerly held. Apprentice linemen are subject to the provision in Section 9.3.
  - d) Before bids are awarded, employees going from one major classification to another may be required to take a physical examination administered by a doctor of the employee's choice. The examination will be the same as that administered when new employees are hired and the results will be made known to the Cooperative. The Cooperative will pay for the examination.
- 10.5 An employee who has established seniority, if they can be separated from duty, may be granted a leave of absence upon approval from the Cooperative, and while on such leave, they shall not forfeit any such seniority they may heretofore have established provided they do not overstay their leave or accept employment elsewhere while on such leave without the approval of the Cooperative.
- 10.6 Notwithstanding any of the terms hereof, an employee who has been laid off shall deem to have lost all accumulated seniority and all rights to be re-employed unless they register with the Cooperative either in person or by registered mail at least once each year during the month of December.
- 10.7 Any written notice to be given under this Agreement shall be deemed properly given when deposited in the United States Post Office under registered mail addressed to the last known address.
- 10.8 An employee who is injured while in the employ of the Cooperative shall continue to accumulate seniority and upon recovery, shall be reinstated to their former position with full seniority, providing they make application to return to work within fifteen (15) days after they are pronounced recovered by the Cooperative's physician and they are physically qualified to return to work.
- 10.9 The Cooperative and the Union may, by mutual agreement, suspend or alter the provisions of this Article in case of mutual desire to provide employment for an employee who has been partially disabled while in the employ of the Cooperative on or off duty, or while on authorized leave serving in the United States Military Service.



## **ARTICLE 11**

### **HOLIDAYS**

11.1 The following will be recognized as holidays and employees shall not be required to work on these holidays or the days celebrated thereof except in an emergency and except as otherwise provided in this Agreement.

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- ½ Day for Christmas Eve Day (last 4 hours of day)
- Christmas Day
- ½ Day for New Year's Eve Day (last 4 hours of day)
- Employee's Birthday

If a holiday falls on a Saturday, it will be observed on the Friday before. If a holiday falls on a Sunday, it will be observed the Monday following.

11.2 All employees covered herein shall receive eight (8) hours of regular pay for each of the above holidays or the days celebrated therefore. When an employee works on days designated as holidays in this Agreement, they shall be paid double-time (in addition to the eight (8) hours of holiday pay) at their basic hourly rate for such hours.

## ARTICLE 12

### VACATION

- 12.1 Vacation shall be earned based on the employee's date of hire. After six (6) months of service, employees may take five (5) days of the ten (10) days they will earn for their first year of employment.
- a. Vacation shall be earned based on years of service and posted on anniversary date.
  - b. No more than 80 hours can be rolled over on anniversary date.
  - c. Vacation schedule effective for 2018 anniversary dates:
    - 1 – 5 Years 10 days
    - 6 – 14 Years 15 days
    - 15 – 20 Years 20 days
    - 21 - 30 Years Earn Additional Day Each Year
    - 31+ Years Max 30 days
- Any employee who is negatively affected by this new schedule is grandfathered into the previous vacation schedule until his/her years of service moves him/her into the next highest vacation bracket in this new schedule.
- 12.2 Prior to April first of each year, the Operations Manager and Operations Supervisor shall consult with all employees entitled to vacations and from such consultation the Operations Manager and Operations Supervisor will establish and post before the above date on the bulletin boards a schedule for vacation periods. The date of any vacation period so scheduled may be changed by mutual agreement.
- 12.3 An employee may take up to fifteen (15) days of earned vacation a year in one (1) day increments provided the employee gives the Cooperative reasonable advance notice and provided the time selected is mutually convenient to both the employee and the Cooperative. It is understood that dates previously mutually agreed to between the employee and the Cooperative may be changed in case of any emergency.
- 12.4 Maximum amount of vacation earned in one year is 30 days. All vacation insofar as practical shall be arranged with regard to seniority of the employees and at the convenience of the Cooperative and the individual employee.
- 12.5 Upon separation of employment, employees shall receive pro-rated vacation based on hours earned.
- 12.6 Employees shall be allowed two (2) personal days off each year without loss of pay. Employees shall give at least two (2) days notice to their supervisor unless there is an emergency, in which case, as much notice should be given as possible.

- 12.7 If an employee is off on sick leave during the same time as a scheduled vacation by the employee, the employee shall be paid for the vacation time missed but will not receive time off for said vacation time, or if possible, the employee will be allowed to reschedule the vacation time.
- 12.8 Vacation and sick leave will stop accruing to an employee after a thirteen (13) week continuous absence. The amount of time an employee has earned up to that point will be frozen until they return to work, terminate, or retire, whichever occurs first. If an employee is off for a period of twelve (12) months, the Cooperative will pay the frozen vacation time to the employee for anything over two (2) weeks. If an employee returns to work after an extended absence lasting more than thirteen (13) weeks, they will begin accruing vacation in accordance with the schedule outlined in section 12.1 for years worked. *For example, Jones was hired on March 1, 1984 and has completed 20 years of service. On July 1, 2004, Jones is injured and unable to return to work until June 1, 2006. On September 29, 2004, Jones qualifies for LTD and will no longer accrue vacation or sick leave while off of work. As of September 29, 2004, Jones has 15 days left from the 20 days he earned as of March 1, 2004, and he has earned an additional 12.39 days from March 1, 2004 to September 29, 2004 for a total of 27.39 days. In July 2005, Jones has been off 12 months and is paid for 17.39 days of vacation time. On June 1, 2006, Jones returns to work and has ten days of vacation. He now begins earning time from June 1 as an employee with 20.59 years of service. Sick leave will be handled in the same manner.*

## **ARTICLE 13**

### **SICK LEAVE**

- 13.1 After six (6) months of employment with the Cooperative, each employee shall be entitled to twelve (12) days of sick leave per year with regular pay for actual sickness. Any unused sick days shall be accumulated in the employee's personal sick bank, up to 100 days. No pay shall be allowed under this section for absence resulting from current illegal drug use, or current alcohol use, which would ultimately affect job performance. This provision will not be interpreted to deny sick leave in violation of any applicable federal or state law.

Upon resignation, retirement, or death, the Cooperative shall pay the employee 25% of the accumulated days in his/her personal sick bank at the employee's regular rate of pay on the date of separation and shall be included on the employee's final paycheck. An employee must be employed on a continuous full time basis for at least five (5) years in order to be eligible to receive a payout on his/her accumulated sick leave. An employee terminated for cause shall not be eligible for any personal sick bank payout.

Any unused days beyond the 100 days an employee may accumulate in his or her personal bank, shall go into the Central Bank. The purpose of the Central Bank is to provide extended sick pay for employees who have exhausted their accumulated personal leave due to serious illness or injury and are unable to return to work as verified by a doctor's statement. An employee may maintain up to five (5) days of vacation and still be eligible for leave from the Central Bank. An employee can receive Central Bank payments until the time that they receive compensation from either long-term disability, social security disability, or they attain normal retirement age of 62.

A six-person committee shall be established and shall be comprised of three union representatives and three management representatives. The committee shall consider each request for payment from the Central Bank. A majority vote of the committee is required to approve payment from the Central Bank. Employees approved for payment from the bank shall receive their base wages subject to taxes and ordinary deductions. The decision of the committee is final and is not subject to the grievance and arbitration procedure.

Employees who have quasi-retired or who attain quasi-retirement during this agreement shall be credited up to the 100 day maximum for any days they contributed to the Central Bank prior to quasi-retirement. If the employee received a distribution from the Central Bank, the time shall be netted out against the quasi-retired employee's contributions.

- 13.2 If an employee is off sick three days in a row or more, the Cooperative may require a medical certificate from the employee's doctor including information about follow-up treatment and prognosis as determined by the doctor.
- 13.3 Sick leave with pay may be reduced or entirely eliminated if upon an impartial investigation it is found that the employee in question is abusing the privilege.

- 13.4 Employees shall not be paid for sick leave if they have not notified their supervisor or foreman in advance of their absence if it was possible to do so.
- 13.5 The Cooperative will permit leave of absence without payroll deduction in the event of serious illness or accident that requires hospitalization of spouse, daughter, son, father, mother, or other close relative residing with the employee. The same leave of absence without payroll deduction will apply when any of the aforementioned relatives require emergency treatment or home confinement requiring the presence of the employee as prescribed by the doctor with the consent of the CEO or the CEO's agent. Employees shall be required to present a medical certificate from their doctor. The maximum leave of absence allowed under these circumstances shall be two (2) days per calendar year for each of the aforementioned relatives and shall not be cumulative.

## **ARTICLE 14**

### **FUNERAL LEAVE**

- 14.1 Employees are entitled to paid funeral leave at their regular rate of pay when a death occurs in their immediate family as follows in sections 14.2 and 14.3.
- 14.2 Employees shall receive their regular rate of pay for up to three (3) days because of death of spouse, children, brother, sister, parents, parent in-laws, step-parents, step-children or other close relative living in the employee's own household.
- 14.3 Employees shall receive their regular rate of pay for one (1) day because of the death of a grandparent or grandchild.
- 14.4 Employees shall make every effort to notify their supervisor in advance of taking funeral leave or as soon as possible thereafter.

## **ARTICLE 15**

### **JURY DUTY**

- 15.1 The Cooperative shall pay the difference between an employee's regular rate of pay and jury duty pay. The employee must submit to the Cooperative a copy of the jury notice and shall be required to sign over the check for the fee received from the court.

## **ARTICLE 16**

### **HEALTH, DISABILITY, AND LIFE INSURANCE PROVISIONS**

- 16.1 The Cooperative shall provide long term disability insurance for each employee. Refer to the Summary Plan Description for detailed information on the plan. The Plan documents are controlling for purposes of the terms of the Plan(s). Refer to Appendix C for additional guidelines on inactive employees who qualify for LTD.
- 16.2 After six (6) months of continuous employment, a regular employee who is disabled in the course of their employment and who is unable to return to their regular duties shall receive, beginning with the first full day of absence, the difference between the Illinois Workmen's Compensation Act payments to which they are entitled under said Act and one hundred percent (100%) of their regular pay at their regular straight time hourly rate for the first three (3) working days of their disability, and shall receive the difference between the Illinois Workmen's Compensation Act payments to which they are entitled under said Act and eighty percent (80%) of their regular pay at their regular straight time hourly rate for the next one hundred thirty (130) working days of their disability. In no event shall an employee receive more than their regular take home pay. The supplemental pay from the Cooperative shall be trued up and paid out as soon as practical.
- 16.3 After the depletion of the benefits set out in section 16.2, the Cooperative will pay five dollars (\$5.00) per day for any disability to a maximum of one hundred ninety-five (195) working days. This shall not apply to any employee who is eligible for long-term disability.
- 16.4 The Cooperative shall provide group term life insurance for the employee at two (2) times the employee's annual base salary. The Cooperative shall provide dependent group term life insurance in the amount of \$10,000 for a spouse and \$10,000 for each dependent child.
- 16.5 The Cooperative shall pay one hundred percent (100%) of the premium for the medical benefit plan for the employee and family. Refer to the Summary Plan Description for detailed information on the plan. The Company and Union recognize that health care costs are a major component of the benefits package provided by the Company; and that health care costs have been rising substantially over several years. It is the Company's intent to continue to pay the health insurance premium for the duration of this contract, with the following qualifiers:
- A. Health insurance is provided through NECA/IBEW Family Medical Care Plan (Plan 16), hereinafter referred to as FMCP.
  - B. The Union acknowledges that the plan sponsors may make changes from time to time to the benefits package provisions, and that the Company has no control over what is offered by the FMCP.

- C. As stated above, it is the intent of the Company to pay the FMCP premium for both the employee and their family. But in order for the company to provide a long-term Labor Agreement to its employees, the following must also apply:

The Cooperative will pay the FMCP insurance premium at the 2022 rates listed below:

- a. Family -- \$2649.62 per month
- b. Employee & Spouse -- \$1906.04 per month
- c. Employee & Child -- \$1782.31 per month
- d. Employee -- \$1006.50 per month

The Cooperative will pay the FMCP insurance premium at the 2023 rates listed below:

- a. Family -- \$2665.52 per month
- b. Employee & Spouse -- \$1917.48 per month
- c. Employee & Child -- \$1793.00
- d. Employee -- \$1012.54 per month

The Cooperative agrees to pay increases in the aforementioned premiums of up to 12% over the duration of the contract. If the premiums exceed the 12% cumulative increase, the Union may make changes to the plan design or contribute to the premium to cover the excess cost.

## **ARTICLE 17**

### **RETIREMENT AND 401K**

- 17.1 The Cooperative will assume the full cost of each employee's required contribution to the NRECA retirement program, thirty (30) year graduated 1.8 benefit level. Contributions by the Cooperative will cease after the employee has been in the plan for thirty (30) years.
- 17.2 The Cooperative will contribute five percent (5%) of the employee's straight-time pay to the 401k plan.

## **ARTICLE 18**

### **UNION MEMBERSHIP DUES AND INITIATION FEE**

- 18.1 Upon receipt of voluntary written authorization, the Cooperative agrees to deduct and forward to the Financial Secretary of the Union the membership dues, including the initiation fee, from the pay of each IBEW Local Number 702 member. The amount deducted shall be the amount specified in the approved Union Bylaws. Such amount shall be certified to the Cooperative by the Union upon the request of the Cooperative. Union dues will be checked-off of pay only on the separate written order of the individual employee subject to revocation by him at any time by means of a separate written order. The Cooperative will notify the Union at once on the receipt of any such notice of revocation.
- 18.2 Upon written authorization, the Cooperative agrees to deduct IBEW COPE funds from an individual's payroll check and forward said deduction to the Union monthly.

## **ARTICLE 19**

### **GRIEVANCE AND ARBITRATION PROCEDURES**

- 19.1 A complaint or grievance arising under the terms and provisions of this Agreement, or any difference between the parties as to the interpretation and application of this Agreement, shall be settled in accordance with the following procedures:
- a) The aggrieved employee will present his grievance to his supervisor in the presence of his union steward. The employee shall have ten (10) working days from the day of incident (or the day he receives reasonable knowledge of the incident) to present his grievance. The supervisor will have five (5) working days to render a decision.
  - b) If agreement is not reached the union steward and/or the Business Agent of the Union may present the grievance to Human Resources and/or the CEO. The grievance must be presented to Human Resources and/or the CEO within ten (10) working days of the supervisor's decision. Human Resources and the CEO shall have five (5) working days to render a decision.
  - c) If the grievance remains unsettled the Business Manager of the Union, who may be accompanied by a committee of employees of the Cooperative, shall endeavor to adjust disagreements with the Labor Relations Committee of the Cooperative. A grievance hearing with the Labor Committee must be requested within ten (10) working days of Human Resources and CEO's decision. In case of failure to then reach an agreement, the matter shall be submitted to arbitration.



- d) Notice of intent to arbitrate shall be presented in writing by registered mail by the party desiring to arbitrate to the other party within thirty (30) days of the receipt of the decision in step (c).
- e) Within ten (10) working days after the Cooperative or the Union notifies the other of its desire to submit the matter to arbitration, an arbitrator shall be selected from a panel of arbitrators agreed to by both parties. See Appendix A for procedures for selecting the panel.
- f) The Arbitrator shall have no authority to change, alter, add or delete from the contract. The Arbitrator's decision within the limits of his authority shall be final and binding upon the parties.
- g) The expense of the Arbitrator shall be born equally between the two parties.
- h) Should an employee or his Union Representative fail to process a complaint at any stage within the time limits provided in this Article, the complaint will be treated as abandoned and no further action will be taken concerning it and the last decision made by the Cooperative shall be final. In the event a grievance is conceded in this fashion, it will not be used to establish a precedent.
- i) Should the representative of the Cooperative fail to process a complaint within the established time limits, the grievance will be conceded in favor of the grievant. In the event a grievance is conceded in this fashion, it will not be used to establish a precedent.
- j) All steps in the grievance procedure and time limits specified herein may be waived, reduced, or extended by mutual consent of both parties. A waiver, reduction, or extension in one case is not a precedent.

## **ARTICLE 20**

### **NO STRIKE – NO LOCKOUT**

- 20.1 Both parties agree that the operations of the Cooperative upon which the employees covered in this Agreement are to be engaged are essential to the welfare of the community served by it and recognize their obligations to furnish continuous electric service. Accordingly, the Union agrees that there shall be no strikes, work stoppage or any other action or refusal to act which effects or interferes with the normal functioning of the Cooperative and the Cooperative agrees not to engage in a lockout.

## **ARTICLE 21**

### **SEPARABILITY**

- 21.1 The provisions of this Agreement are deemed to be separable to the extent that if and when federal or state law, rule, or regulation conflicts with any provision of this Agreement. Such provisions shall be deemed to be modified sufficiently in respect to either or both parties to the extent necessary to comply with such laws or regulations. This shall not affect the validity of the remaining portion of this Agreement, but such remaining provisions shall continue in full force and effect. Nothing in this Agreement shall cancel or diminish any individual's rights that are otherwise available under state or federal law or presidential regulations.

## **APPENDIX A**

### **SELECTING PANEL OF ARBITRATORS**

#### Procedures for 19.1e

Within ten (10) days after the Cooperative has been notified by the Union of its desire to arbitrate the grievance, representatives of the Cooperative and the Union shall meet to select an arbitrator. The parties shall select the arbitrator from the appropriate panel of seven (7) names. In this regard, the parties have agreed to twenty-one (21) acceptable arbitrators. These twenty-one (21) arbitrators shall be divided into three (3) panels of seven (7) by drawing the names from a bowl, as panels A, B, & C, and utilized in order of selection which arbitrators shall be designated. Once each of the three (3) panels has been used, the parties will again follow the same procedure and pick three (3) new panels utilizing the same arbitrators. However, each year each party shall be free to remove up to two (2) arbitrators from the approved list. This shall be done on an agreed upon date in May of each year. In addition, if arbitrators become unwilling or unable to serve, they shall be replaced as soon as possible after the parties have been so notified. If for any reason an arbitrator is being replaced, the parties will attempt to agree on a replacement. If the parties fail to agree within thirty (30) days after the need to replace becomes known, the parties shall request the American Arbitration Association (AAA) to name a panel of seven (7) arbitrators. Either party may request a new panel of arbitrators within five (5) days of receipt of the panel. Within seven (7) days after receipt of such panel, the parties' designated representatives shall meet for the purpose of selecting the replacement arbitrator. The parties shall alternatively strike names from the list until one (1) arbitrator remains. The parties will take turns making the first strike each time a replacement arbitrator is selected.

## **APPENDIX B**

### **DUTIES FOR REGULAR AND AFTER HOURS MAINTENANCE FOREMAN**

#### Transmission

1. Operate air brake and other switch apparatus
2. Patrol and make reports
3. Repair broken guy wires
4. Cut vines at base of poles and anchors

#### Substations

1. Reset three-phase and single phase reclosers
2. Operate switches
3. Monthly substation inspections and reports
4. Replace high-side fuse in substation

#### Distribution Overhead

1. Repair of primary lines – stranded wire, repair connectors, replace insulators, pick up 9 ½ D & 8 A CWC
2. Re-fuse cutout
3. Reset reclosers
4. Reset transformers
5. Operate switches
6. Repair secondaries
7. Hang security lights and street lights
8. Repair and replace security lights and street lights
9. Hang temporary meter loops (ML-8s) where there is power supply existing
10. Connect member-owned temporary service where a power supply exists
11. Repair broken guy wires
12. Cut vines at base of poles and anchors
13. Patrol lines and make reports
14. Repair or replace service wire
15. Cut tree or limb to restore service

### Distribution Underground

1. Switch lines by loadbreak elbow or transformer switches
2. Repair and make connections in padmount transformer
3. Repair and make connections in underground pedestal
4. Connect temporary meter loops (ML-8s) where power supply exists
5. Connect member-owned temporary where power supply exists
6. Repair and replace street lights in underground subdivisions
7. Fault locating secondary faults
8. Repair secondary faults – NOTE: When digging is required by backhoe, help shall be provided
9. Locating secondary and primary cables (which is being done now)

### Meter Installations

1. Connects and disconnects including pole top units
2. Repair meter bases
3. Make connections in meter bases and meter loops
4. Repair UM 8s (conduit under meter base)
5. Replace circuit breakers on pole mount meter loops

**Note:** At no time shall any employee do work he or she believes to be unsafe. Help will be provided at the discretion of the employee.

The above guidelines for maintenance foreman's duties can be changed at any time with mutual consent.

## **APPENDIX C**

### **INACTIVE EMPLOYEES**

The following has been extracted from the May 1, 2004 Hogue grievance Settlement Agreement. For additional details, refer to the Settlement Agreement in its entirety.

There are two categories of employees, Active and Inactive. Inactive employees are classified as either: Inactive Less Than 27 Months (LT27); or Inactive Greater Than 27 Months (GT27).

#### **A. Inactive Less Than 27 Months (LT27)**

- (i) As long as the LT27 employee qualifies for Long Term Disability (LTD), then an LT27 employee and his eligible dependents will be entitled to participate in the group medical and prescription drug plans (Section 15.3); the Retirement & Security Program; basic employee group term life and Accidental Death & Dismemberment (AD&D) insurance; and dependent group term life insurance (Section 15.2) on the same basis (i.e. same benefits, premiums, etc) that the Employer provides for Active employees – up to 27 months after the date that the employee was last actively employed by the Employer. Under no circumstance will any employee be eligible to receive more than 27 months total during their tenure of employment. For example, Employee Smith was inactive for 20 months during which he qualified and received LTD benefits, then recovered from his injury and returned to work, and then at some later point during his tenure at Southwestern Electric, he sustained another injury that qualified for LTD. In this instance, Employee Smith would only be eligible for an additional seven months of benefit contributions from the Employer while he is inactive.
- (ii) If in the event the employee who has been Inactive fails to qualify for LTD, then that employee will be required to pay the costs associated with the benefits package. Furthermore, nothing in this agreement waives either the right to the Employer to exercise its right to terminate an inactive employee as outlined elsewhere in the Collective Bargaining Agreement (CBA) or in the Summary Plan Description, and or the right of the employee to grieve the termination under the just cause standard in the CBA.

B. Inactive Greater Than 27 Months (GT27)

- (i) A GT27 employee may elect to continue health insurance and life insurance benefits at their expense.
- (ii) As long as the GT27 employee qualifies for Long-Term Disability (LTD), under the current plan an employee will continue to accrue “year of service” for each year that the employee remains inactive until the employee earns the 30-years of service required for an unreduced normal retirement benefit under the Employer’s Retirement & Security Program. Under the current plan, a GT27 employee is not required to be covered under the health insurance in order to continue earning pension credits.

The Union acknowledges that the Employer’s benefit package is administered and controlled by NRECA. The Employer has no control whatsoever as to when or if, NRECA changes its policies regarding benefits available to Active and Inactive employees, those changes will apply to the Employer’s obligations under this Agreement.

This Agreement will not affect the existing rights of Active Employees to benefits when off work due to illness or injuries that are not long-term disabilities.

**SIGNATURE PAGE**

Southwestern Electric Cooperative, Inc.

Local Union Number 702

International Brotherhood of Electrical  
Workers AFL-CIO

BY: Billy R. Wotila

BY: Steve Hughtart

DATE: 06/30/2022

BY: Scott Luby

DATE: 6-30-2022

