

# **AGREEMENT**

BETWEEN

**WAYNE-White Counties Electric Cooperative  
(Outside)**

and

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**LOCAL UNION 702**

July 1, 2022 thru June 30, 2026

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## **AGREEMENT**

THIS AGREEMENT is entered into between Wayne-White Counties Electric Cooperative (hereinafter called either 'the Cooperative') and Local Union No. 702, International Brotherhood of Electrical Workers, AFL-CIO (hereinafter called 'the Union'). This agreement shall be binding on the Cooperative and the Union, their successors and assigns.

All references to the male gender shall refer to both sexes.

### **Article I Recognition**

**Section 1.01** The Cooperative recognizes the Union as the exclusive representation of its construction and maintenance ('outside') employees, excluding clerical employees, professional employees, and supervisors as defined by the National Labor Relations Act and inside employees.

**Section 1.02** In the event any of the provisions of this agreement shall conflict with any state laws, federal laws, or presidential regulations, such provision(s) shall be deemed to be modified sufficiently to the extent necessary to comply with such laws or regulations to either or both parties. The remaining portion of this agreement shall remain in full force and effect.

### **Article II Union Security and Check-Off**

**Section 2.01** All bargaining unit employees are required to become and remain members of the Union as a condition of employment after thirty (30) days of employment.

**Section 2.02** Upon receipt of a signed authorization of an employee, the Cooperative shall deduct from the employee's pay the initiation fees and dues payable to the Union during the period provided for in said authorization, and the Cooperative will make a monthly payment to the union of the amounts collected therefrom.

**Section 2.03** It is understood and agreed that no member of the Local Union shall be discriminated against or denied employment because of membership in the Local Union, or because of individual Union activities, unless such activities result in the destruction or attempted destruction of the Cooperative's property.

**Section 2.04** The Cooperative will not be required to take any action pursuant to this Article or any other part of this Agreement in violation of any applicable and valid state laws, federal laws, or the rights of employees as established by the National Labor Relations Board or the Supreme Court of the United States.

### **Article III Seniority**

**Section 3.01** Seniority is defined as the length of continuous service from the last date on which the employee entered the service of the Cooperative.

**Section 3.02** When making a reduction in the number of employees due to a lack of work and when recalling, 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 each classification of work in the inverse order of their seniority.
- 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 time of the layoff not possessed by employees having greater seniority.
- d. When recalling employees, those having the most seniority shall be the first among those to be recalled, if available, and physically able to return to work, providing they have the qualifications required.

**Section 3.03** An employee promoted or transferred to a status outside the bargaining unit shall be permitted to continue seniority for a period of three (3) months after leaving the bargaining unit, and shall be allowed to return to the position occupied prior to leaving the bargaining unit. If an employee is returned to the bargaining unit after the three-month period, the employee shall thereafter be permitted to use past seniority to bid on future vacant positions.

**Section 3.04** During the first twelve (12) months of continuous service with the Cooperative, employees shall be considered to be temporary and probationary; such employees may be discharged or disciplined at the discretion of the Cooperative for any reason without recourse under the grievance-arbitration provisions or otherwise by the Union or the employee. After completion of such probationary period, seniority of such employees shall be deemed to have commenced from the employee's last date of hire.

**Section 3.05** Seniority shall be lost and the employment relationship and continuous service of an employee shall be considered terminated, and subsequent re-employment shall be deemed to be new employment in any of the following events:

- a. Resignation, retirement or discharge.
- b. If the employee is absent from work without authorized leave, except when reasons satisfactory to the Cooperative for absence without leave are given to the Cooperative.
- c. 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 reasons satisfactory to the Cooperative for failure to report within that time.
- d. Not performing any work for the Cooperative for any reason for a period of thirty (30) months, provided that any disability and benefits to which an employee on disability is entitled shall continue, and provided reasonable accommodation has been afforded to a disabled employee under provisions of the Americans with Disabilities Act.

**Section 3.06** An employee who has established seniority, may be granted a leave of absence, upon approval from the Cooperative, and while on such leave, shall not forfeit any such seniority heretofore established provided the employee does not overstay the leave or accept employment elsewhere while on such leave without the approval of the Cooperative. During any authorized leave of absence, the employee will not be entitled to the accrual or the payment of any benefits by the Cooperative except the Cooperative will continue to pay the premium for long-term disability and life insurance and its portion of the medical insurance premium for up to ninety (90) days. Seniority may continue to accrue up to ninety (90) days. Notwithstanding any of the other terms hereof, an employee who has been laid off shall deem to have lost seniority and all rights to be re-employed unless he/she registers with the Cooperative either in person or by certified mail during the month of December of each year.

**Section 3.07** Promotions to the classifications set forth in Article VII of this Agreement based on seniority, ability and qualifications. Ability and qualifications being sufficient seniority shall prevail.

- a. If there are no qualified employees in the classification under consideration who will accept the promotion, then promotions shall apply to employees in the remaining classifications.
- b. Should any employee refuse a promotion, it shall have no effect on future promotions.

- c. An employee promoted to a new position will be given six months opportunity to demonstrate qualifications and ability. If the employee does not qualify in six months, he/she shall be returned to the work and classification formerly held.
- d. When vacancies occur or when new positions are created within the classifications of Article VII of this Agreement, the Cooperative will post a notice on bulletin boards for a period of five (5) working days announcing the position open. Employees desiring to be considered shall make written application to the V. P. Human Resources. When necessary, temporary assignment will be made for a period the position is considered open. Employees covered by this contract shall be eligible to bid inside positions when posted, provided there are no bids from the inside bargaining unit. For the purposes of bidding only, seniority earned in this agreement shall not apply to any employee working in the inside agreement, and seniority earned in this agreement will be bridged if an employee returns to the outside, and all seniority earned in this agreement shall also be calculated by time spent in a department.
- e. Any employee whose bid job is deleted shall have the right to exercise seniority on any employee with lesser seniority as long as the employee exercising the seniority is qualified to perform the work.

#### **Article IV**

##### **Recognition of Management Rights**

**Section 4.01** The Union recognizes that the management of the Cooperative, including the direction of the working forces, the determination of the number of workers it will employ, the right to discipline, or discharge for just cause, the right to hire, promote, demote, or transfer, and to release employees because of lack of work are vested in and reserved by the Cooperative, subject, however, to the restrictions and regulations of this Agreement.

#### **Article V**

##### **Grievance Procedure and Arbitration**

**Section 5.01** The parties agree that the operations of the Cooperative are essential to the welfare of the community served by it and recognize their obligations to furnish electric service.

**Section 5.02** The Cooperative agrees to meet and deal with the duly accredited officers and committees of the Union in the following manner on differences involving the interpretation or application of this Agreement that may arise between the Cooperative and the employees or the Union.

### **Section 5.03** Grievance

- A. A grievance is defined as a difference, complaint or dispute between the Cooperative and the Union or any employee regarding the application, meaning or interpretation of this Agreement.
- B. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself stating the name(s) or group(s) of employee(s). The Union may have the steward and the grievant, or one grievant representing all involved, present at every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

### **Section 5.04** General Requirements

- A. All grievances must be initiated no later than 15 working days from the occurrence giving rise to the complaint. Waiver of the 15-day requirement at any time by the Cooperative shall not be considered the establishment of a past practice for future grievances.
- B. Any grievance must be in writing, on a form approved by the Cooperative, and shall include the following:
  - 1. the date of the alleged violation;
  - 2. the provision(s) of the Agreement violated;
  - 3. the remedy requested;
  - 4. initial list of witnesses known at the time.

Unintentional mistakes made on the written grievance form shall not be deemed a waiver of the grievance.

### **Section 5.05** Grievance Steps

Step 1 – In case of a difference, complaint or dispute between the Cooperative and the Union or any employee(s) regarding the application, meaning or interpretation of this Agreement, the grievance shall first be presented within fifteen (15) working days of the incident or when the Union becomes aware of the incident or event to the Departmental Vice President/Manager in charge of the work or the Vice President of Human Resources. The Departmental Vice President/Manager or Vice President of Human Resources shall, within 7 working days after receipt of the grievance, discuss the same with the Union and the employee. A decision shall be rendered within 5 working days after such discussion is held and provide a copy of such answer to the Union and the employee.

Step 2 – If the grievance is still unresolved after Step 1, it may be presented by the Union to the President/CEO of the Cooperative within 15 working days after receipt of the Cooperative's response in Step 1. The President/CEO shall, within 7 working days

after the grievance has been presented, discuss the same with the Union and the employee. The President/CEO shall render a written answer to the grievance within 5 working days after such discussion is held and provide a copy of such answer to the Union and to the employee.

### Step 3 – Arbitration

- A. If the grievance is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice to the Cooperative may request arbitration of the grievance by giving notice of its desire to the President/CEO, not later than thirty (30) days from the end of Step Two (2). The parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and shall using the normal accepted procedures select one arbitrator from the panel for the arbitration proceedings.
- B. Arbitration Procedures
  - 1. Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.
  - 2. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.
  - 3. The expenses and fees of the arbitrator, the panel request fees, and the cost of the hearing shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to appointment of a permanent arbitrator(s) during the term of this Agreement.
  - 4. Both parties may request the production of documents and witnesses in accordance with the Uniform Rules of Arbitration.

### **Section 5.06** – Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step in the grievance procedure may be filed at the appropriate advanced step where the action giving rise to the grievance was an issue. Mutual agreement shall take place between the appropriate Union representative and the appropriate Cooperative representative at the step where it is desired to initiate the grievance.

In case the difference is of an emergency nature, this step needs to go directly to the President/CEO of the Cooperative, and the Cooperative and the Union shall make every attempt to resolve the grievance with speed warranted by the circumstances without regard to the time limits set forth above. Time limits may be extended by written mutual agreement.



## **Article VI**

### **No Strikes or Lockouts**

**Section 6.01** The Union and employees agree not to cause or participate in any strike or interference with the operations of the Cooperative during the term of this

Agreement; provided, however, employees may refuse to cross a lawful primary IBEW picket line if established at a customer of the Cooperative.

**Section 6.02** The Cooperative agrees that there shall be no lockout of the employees covered hereunder during the term of this Agreement.

## **Article VII**

### **Employee Classifications and Rates of Pay**

**Section 7.01** Salary increases for the term of this agreement shall be 4.0% for the first year, 4.0% for the second year, 4.0% for the third year, and 4.0% for the fourth year.

<b>Classifications:</b>				
<b><u>Line Department</u></b>	<b><u>7/1/2022</u></b>	<b><u>7/1/2023</u></b>	<b><u>7/1/2024</u></b>	<b><u>7/1/2025</u></b>
Crew Foreman	\$ 51.553	\$ 53.615	\$ 55.760	\$ 57.990
Outpost Serviceman	\$ 51.553	\$ 53.615	\$ 55.760	\$ 57.990
Lead Lineman	\$ 50.076	\$ 52.079	\$ 54.162	\$ 56.329
Journeyman Lineman	\$ 48.641	\$ 50.586	\$ 52.610	\$ 54.714
Lineman 4th Year Apprentice	\$ 42.671	\$ 44.378	\$ 46.153	\$ 47.999
Lineman 3rd Year Apprentice	\$ 41.111	\$ 42.756	\$ 44.466	\$ 46.245
Lineman 2nd Year Apprentice	\$ 39.520	\$ 41.101	\$ 42.745	\$ 44.455
Lineman 1st Year Apprentice	\$ 37.960	\$ 39.478	\$ 41.058	\$ 42.700
Groundman	\$ 36.858	\$ 38.332	\$ 39.865	\$ 41.460
<b><u>Line Clearance Department</u></b>	<b><u>7/1/2022</u></b>	<b><u>7/1/2023</u></b>	<b><u>7/1/2024</u></b>	<b><u>7/1/2025</u></b>
Line Clearance Foreman	\$ 46.228	\$ 48.077	\$ 50.000	\$ 52.000
Line Clearance Journeyman	\$ 42.671	\$ 44.378	\$ 46.153	\$ 47.999
Line Clearance Apprentice 2nd 6 months	\$ 41.236	\$ 42.885	\$ 44.601	\$ 46.385
Line Clearance Apprentice 1st 6 months	\$ 39.489	\$ 41.068	\$ 42.711	\$ 44.420
Groundman Class B (temporary)	\$ 34.310	\$ 35.682	\$ 37.109	\$ 38.594
<b><u>Maintenance Department</u></b>	<b><u>7/1/2022</u></b>	<b><u>7/1/2023</u></b>	<b><u>7/1/2024</u></b>	<b><u>7/1/2025</u></b>
Wiring Inspector	\$ 39.520	\$ 41.101	\$ 42.745	\$ 44.455

**Section 7.02** The second rate schedule shall apply to all new hires or any present line construction employee not currently in the forestry department who might bid a forestry position.

- (a) The Cooperative will “grandfather” all employees who are currently foremen and are reclassified to lead linemen at the outpost serviceman rate.
- (b) The Cooperative will “grandfather” all journeyman linemen and apprentice linemen who were employed by the Cooperative on June 9, 1997, and who successfully bid a lead lineman position at the outpost serviceman rate.

**Section 7.03** Beginning in January 2009 two (2) week pay periods are to start at 12:00 A.M. Friday, and end at 11:59 P.M. Thursday and will be paid bi-weekly.

- (a) The Cooperative will make a direct deposit of all employee paychecks to the financial institution of their choice no later than Thursday of the week following the end of the two week(s) pay period. The Cooperative agrees to cover any penalties that are incurred in an employees account for deposit mistakes that are found to be the cause of the Cooperative.
- (b) Where an employee is engaged for one (1) or more days to perform work for which a higher wage scale is usually paid than the scale at which such employee is usually paid, such employee shall be paid at a higher rate while so engaged.

## **Article VIII Vacations**

**Section 8.01** The Cooperative agrees to allow employees covered by this Agreement to take vacation entitlement in one (1) day increments provided that the Cooperative is given one (1) day notice except in cases of emergency. The Cooperative also agrees to allow the employees to carry over up to fifty percent (50%) of their vacation entitlement to be used in the first six (6) months of the next year. Additionally, the Cooperative agrees to allow Outpost Servicemen to use vacation in one (1) hour increments when preapproved by their Supervisor and when it does not interrupt the needs of service.

**Section 8.02** Employees, upon reaching the following anniversaries, shall receive the following vacation:

<b><u>Earned Employee Vacation Schedule</u></b>	
After 6 Months of Service	Employee Receives 5 Days
After 1 Year of Service	Employee Receives 5 Days
On January 1st of 2nd Year of Service Through 6 Years	Employee Receives 10 Days Annually
On January 1st of 7th Year of Service Through 14th Year	Employee Receives 15 Days Annually
On January 1st of 15th Year of Service Through 22nd Year	Employee Receives 20 Days Annually
On January 1st of 22nd Year of Service Through 29th Year	Employee Receives 25 Days Annually
On January 1st of 30th Year of Service and Beyond	Employee Receives 30 Days Annually

The time of taking vacations shall be decided between the Cooperative and the Employee.

## **Article IX Sick Leave**

**Section 9.01** The Cooperative will allow sick leave to regular employees without pay deduction, payable at a rate of one hundred percent (100%) of the regular rate of pay on the following condition:

Effective at the beginning of each calendar year thereafter, sick leave allowance shall be as follows:

- During the first six (6) months of employment – eight (8) working days.
- During the second six (6) months of employment fourteen – (14) working days.
- Each year thereafter – thirty-three (33) working days.

All unused sick leave shall be allowed to accumulate to a total of thirty-three (33) working days. Allowable and accumulated sick leave shall not exceed sixty-five (65) days at the beginning of any calendar year. An employee who has accumulated a maximum of sixty-five (65) sick leave days will be allowed to accrue twenty percent (20%) of unused sick leave of the previous year, to be used at a time of retirement. Employees hired prior to July 1, 1994, shall be allowed to use one (1) week per year of their accumulated sick leave for personal business. The employee's accumulated sick leave account shall be reduced to reflect any time taken prior to retirement. Accumulated sick leave allowable for employees hired after July 1, 1994, shall accrue in the same manner as employees hired prior to July 1, 1994, but shall not exceed the maximum of sixteen (16) weeks accumulation. Employees hired after July 1, 1994, shall not be allowed to take time off using accumulated sick leave for personal business. The Cooperative agrees to pay in a lump sum to the estate; sick leave accrued for retirement purposes in the event of the death of a current employee prior to retirement. Employees retiring, and who have accrued sick leave for retirement purposes, will be paid for accrued sick leave in a lump sum payment.

**Section 9.02** The Cooperative will permit leave of absence without payroll deduction in the event of serious illness of an employee's family that requires hospitalization of the employee's wife, husband, son, daughter, step-child, father, mother, step-parent, grandchild, grandparent, father-in-law, or mother-in-law. The maximum leave of absence under these circumstances will be three (3) days per each occurrence. After three (3) days, employees may elect to use from their sick leave if needed for an illness of their wife, husband, son, daughter, or step-child.

**Section 9.03** Leave of absence without payroll deduction will be allowed by the Cooperative when a death occurs in the employee's immediate family. The maximum leave of absence under these conditions will be three (3) days when necessary. In the event that the death requires a longer time of absence on the part of the employee, payroll deductions will be made for the period exceeding three (3) days. The employee's immediate family under this Section shall be construed to include wife, husband, son, daughter, step-child, father, mother, step-parent, brother, sister, grandchild, grandparent, father-in-law, and mother-in-law.

**Section 9.04** None of the foregoing conditions under which an employee may receive compensation without payroll deduction will be in effect unless the employee has, when possible, first notified his/her immediate Supervisor in advance.

**Section 9.05** If upon an impartial investigation, it is found that an employee is abusing the privilege of sick leave with pay, his/her sick leave with pay may be reduced or entirely eliminated or the employee may be discharged for cause.

**Section 9.06** No employee covered by this Agreement shall absent himself/herself from duty without securing permission from the Supervisor before so doing, and in case of illness shall use every effort to notify the Supervisor in ample time before working hours.

**Section 9.07** Employees are entitled to use sick leave for medical exams, vision work, and dentistry work and they shall abide by the following rules:

- (a) The employee should make a conscientious effort to schedule routine medical and dentistry work outside of regular working hours.
- (b) If the employee is not successful in scheduling the above exams and dentistry work outside of his/her regular working hours, he/she should attempt to schedule them at the start of the regular work shift or at the end of their regular workday (keeping in mind the operation of the Cooperative).
- (c) Employees, who schedule an appointment at the start of a regular work-day, should immediately report to the Cooperative for work as soon as the examination has been completed.

**Section 9.08** Leave of absence without payroll deduction (personal day) shall be allowed to an employee by the Cooperative upon request by the employee to the immediate Supervisor of the employee. The leave of absence under this Section for each employee shall be limited to two (2) eight (8) hour workdays during each calendar year, not to be accrued. The personal days shall be scheduled at a time suitable to the Cooperative and the employee.

**Section 9.09** A maternity leave of absence shall be granted by the Cooperative to each female employee at such time as the employee's doctor deems that working would be injurious to the health of the pregnant employee. During such leave of absence, the seniority of such shall continue to accrue. The employee shall be reinstated to her former position with full seniority provided that she is physically qualified to work and that she makes application to return to work within thirty (30) days after she is pronounced recovered by her attending physician. The employee will be allowed sick leave in accordance with Article IX of the present Agreement.

**Section 9.10** The Cooperative and the Union recognize substance abuse as an illness and agree that the employee will be given the opportunity to make use of the health insurance benefits to the extent that substance abuse is covered and to also use accrued sick leave and vacation benefits while undergoing approved treatment on a one-time basis. Subsequent abuse will result in disciplinary action up to and including discharge.

**Section 9.11** The Cooperative will permit leave of absence without payroll deduction in the event of illness in the immediate family, which requires the employee's attendance. For the purpose of this Section, leave of absence will be deducted from the employee's accrued sick leave and the immediate family is defined as spouse and children.

## **Article X Occupational Injury**

**Section 10.01** After six (6) months of continuous employment, a non-probationary employee who is injured and disabled in the course of employment and who is unable to return to regular duties shall receive, beginning with the first full day of absence, the difference between the Illinois Workers' Compensation Act payments to which he/she is entitled under said Act and eighty percent (80%) regular pay at straight time hourly rate stipulated in Article VII of this Agreement for absence on regular work days and on holidays designated in Article XI, Section 11.11 this Agreement which fall within the work week.

Payments under this Section to an employee with less than three (3) years of continuous employment shall be limited to one hundred eighty (180) working hours for any continuing single occupational injury. Payments under this Section to an employee with more than three (3) years of continuous employment shall be limited to one thousand forty (1,040) working hours for any continuing single occupational therapy. Nevertheless, payments under this Section shall be further limited to the actual period of time during which payments are made to the employee for total temporary disability as provided by the Illinois Workers' Compensation Act.

**Section 10.02** Necessity for loss of time, the date of return to work, and the termination of the employee's right to payments hereunder by the Cooperative shall be determined by the Cooperative in accordance with its established practices. However, any claim of deviation in established practices will be subject to the provisions of Article V.

**Section 10.03** No pay under Section 10.01 will be allowed hereunder for absence due to injury resulting from alcohol or illegal drug use.

**Section 10.04** The Cooperative shall pay an employee entitled to Cooperative payments under Section 10.01 for any unused vacation accrued on January 1 of the calendar year in which such employee's occupational injury may occur. Such employee shall not accrue vacation or sick leave after such Cooperative payments cease until such

employee shall return to work and perform the essential functions of his/her job classification for five (5) consecutive workdays. Such employee shall accrue vacation and sick leave in the calendar year in which such occupational injury shall occur and during the period which the Cooperative shall make payments to such employee under Section 10.01 but the Cooperative shall defer such vacation and sick leave so accrued until such employee shall return to work to perform the essential functions of his/her job classification for five (5) consecutive workdays, or until the termination or retirement of such employee.

## **Article XI**

### **General Rules and Working Conditions**

**Section 11.01** Five (5) consecutive working days shall constitute a workweek on all jobs, Monday through Friday, inclusive. Eight (8) hours shall constitute a workday. The regular hours for employees covered by this Agreement shall be 8:00 A.M. to 4:00 P.M. with thirty (30) minutes off for lunch. Established practice shall govern in all other cases. All employees covered hereunder shall be paid as herein provided only for time actually worked except such pay as herein provided while on vacation or sick leave. These hours may be changed on a weekly basis by mutual agreement of the Cooperative and the employees. All terms of this agreement, such as meal periods, vacation, overtime, etc. will be changed for the agreed period of time to mirror the intent of the workweek above and shall be agreed upon before the end of the previous Friday before the workweek is changed.

**Section 11.02** When conditions require that employees shall work at a distance from the permanent headquarters and remain on said work overnight, Cooperative at its option shall provide transportation, meals and lodging, or reimburse to a reasonable amount for expenses actually incurred for transportation, meals and lodging.

**Section 11.03** When employees are required to work after 6:00 P.M., they will be furnished a meal and additional meals shall be furnished every five (5) hours thereafter. If employees are called before 7:00 A.M., they shall be furnished a meal.

**Section 11.04** One (1) employee, on a rotation basis, shall be scheduled to receive on-call overtime on Sundays and Holidays from 8:00 A.M. to 4:00 P.M., at Fairfield, Wayne City, McLeansboro, Norris City, Carmi and Albion. The minimum pay for such on-call duty shall be two and one-half (2½) hours at double time; the employees on call shall be paid at foreman's rate of pay. This compensation is in addition to all hours worked. In the event such on-call employee leaves home, the employee shall leave word with some designated person where he/she can be quickly reached. All work in excess of two and one-half (2½) hours shall be paid for at foreman's rate, in accordance with Article VII of this Agreement. This is in addition to the on-call pay. If the person on standby duty is called to a location other than their assigned headquarters, they shall be paid in addition to their regular standby pay. All work in excess of two and one-half (2½) hours shall be paid for at foreman's rate, in accordance with Article VII or this Agreement, in addition to the on-call pay.

**Section 11.05** Foremen in charge of six (6) or more employees shall not climb poles or do other lineman's work except in case of emergency, as it would interfere with properly look after Foreman duties and the safety of the employees being supervised.

- (a) In case of a Foreman being absent from the job eight (8) consecutive hours or longer a Lineman shall be designated as Foreman with the same duties as those of a Foreman and he/she shall receive Foreman's pay.
- (b) On any job where four (4) workers are employed or on a maintenance truck, a Lineman shall be designated as Foreman and in addition to Foreman duties, shall perform work and receive Foreman's pay.

**Section 11.06** Double time will be paid for all hours worked in excess of thirteen (13) hours if requested by the Company to work beyond thirteen (13) hours and the employee agrees to work beyond thirteen (13) hours. Thirteen (13) hours shall be defined as follows:

- (a) Thirteen (13) consecutive actual working hours including meal periods, or
- (b) If an employee is recalled to work within the five (5) hour period immediately following his/her regular work day or a prearranged overtime period of eight (8) hours or more, the actual hours worked prior to and after his/her recall shall be computed for the purpose of determining such thirteen (13) hours.

Employees who have worked for sixteen (16) actual working hours or more shall be allowed a rest period of eight (8) hours before returning to work. If the employee is requested by the Company to work before completing the eight (8) hours rest period and the employee agrees to work, double time will be paid for all hours worked until the employee receives a full eight (8) hours rest period, if the rest period extends into the regular scheduled working hours, he/she shall be excused from duty for that portion of regular scheduled working hours and will lose no pay thereby. Employees are required to notify the manager of engineering and operations or his/her designee in a timely manner if the rest period extends into the regular work day.

The five (5) hour period shall only be used for bridging an employee's actual hours worked and will be calculated from the actual quit time of the employee's regular or prearranged overtime shift of eight (8) hours or more. The five (5) hour period is only established once following the end of an employee's shift, but an employee may be recalled multiple times during this period and may accumulate all of those actual hours worked towards their total hours for this section.

Double time will be paid for all mutual aid emergency storm work out of state. Time would begin at departure from headquarters and will cease when employee returns to the headquarters. See attached letter dated May 1, 2008 referring to overtime hours during storm restorations.

**Section 11.07** During days when weather is severe, such as –5 degrees Fahrenheit wind chill factor or during heavy rain or snow, the Cooperative shall not assign employees to outside construction or maintenance jobs but employees shall respond to emergencies and carry on necessary functions to conduct Cooperative business. Necessary functions shall include meter reading, reconnects, disconnects, line inspections, vehicle, tool and building maintenance, and other similar work.

**Section 11.08** 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 shall be paid in full to and on the date of lay-off.

**Section 11.09** 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 as equally and impartially as possible among employees qualified to do the work required in their respective classifications.

**Section 11.10** When employees are called out after regular quitting time hours, they shall receive not less than two (2) hours time at the rate of time and one-half, except that if they work longer than two (2) hours, they shall receive the appropriate overtime rate for the entire time worked before the employee's normal start time, after which time the regular rate of pay will become effective.

**Section 11.11** The following will be recognized as Holidays and employees shall not be required to work on same or the days observed therefore, except in emergencies: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve and Christmas Day.

Holidays falling on Sunday will be observed the following Monday.

Holidays falling on Saturday shall be observed on the preceding Friday. All employees covered herein shall receive eight (8) hours straight time pay for each of the listed holidays or days observed therefore when such holiday or day observed therefore is a regular working day which shall be in addition to any time worked.

**Section 11.12** When employees are called for work on Sundays, holidays or day observed therefore, they shall receive double time for the entire time worked and in no case shall they receive less than two (2) hour time at the rate of double time.

When a holiday falls on Saturday and is observed on the preceding Friday, employees called to work on Saturday shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for the actual time worked or a minimum of two (2) hours.

**Section 11.13** The Cooperative shall have the right to employ crews of employees on a ten (10) hour day/four (4) day week schedule without the payment of



overtime premium for hours in excess of eight (8) hours per day, provided the following conditions are met.

1. The Cooperative requests that the crew members work the four (4) day schedule not later than 4:30 P.M. of the preceding Friday for work to begin on Monday.
2. All of the employees on the crew consent to the four (4) day week option.
3. The Cooperative pays overtime premium of time and one-half for all hours in excess of ten (10) hours per day and if work is performed on a fifth (5<sup>th</sup>) work day.

**Section 11.14** The Cooperative agrees that it will not contract out work if any bargaining unit employees are currently on layoff or if the contracting out will result in the layoff of any bargaining unit employees.

**Section 11.15** This Agreement will not prevent the Cooperative from employing specialists to supervise or perform work of a special nature.

**Section 11.16** Nothing in this Agreement shall be construed as requiring the Cooperative to employ any person not required in the proper and efficient operation of its properties.

**Section 11.17** The Cooperative shall furnish employees with all the proper safety appliances for the protection of life and property in the performance of their duties, and employees shall at all times use every effort for the preservation of such safety appliances and shall use them at all times when necessary. The Cooperative agrees to replace broken or worn out personal tools provided they are turned in to the Cooperative. The Cooperative agrees to provide a suitable flame retardant jacket to each employee who is qualified to perform switching operations and/or performs work that could expose the employee to an electric arc hazard. The Cooperative and the Union agree to continue to monitor the OSHA work rules to insure that compliance is achieved.

**Section 11.18** Employees covered by this Agreement shall be entitled to the necessary time, not to exceed two (2) hours, off with pay, for the purpose of voting at all State, County, City and National Elections, provided they are eligible to vote.

**Section 11.19** Employees shall not be required to use their personal cars for the Cooperative's business, but in case they do, they shall be paid therefore at the rate allowed by the Internal Revenue Services.

**Section 11.20** An employee may face discipline or discharge for violations of the Cooperative's reasonable Rules of Conduct. This shall not eliminate any rights of the employees under Article V, Grievance Procedure and Arbitration.

**Section 11.21** It is agreed by the parties hereto that it shall be an obligation of the Local Union to maintain discipline among the employees covered by this Agreement and

compliance by such employees with the work rules adopted by the Cooperative for the carrying on of the Cooperative business and efficiency in carrying on the work of the Cooperative to be done and performed by such employees.

**Section 11.22** The parties hereto recognize the necessity and right of the Cooperative to adopt proper work rules, or shop rules, not in conflict herewith, for the conduct and performance of the work of the Cooperative by the employees, which rules shall be posted on the bulletin board at the Cooperative for the guidance of the employees.

**Section 11.23** When an employee has been absent from work because of jury service, they shall be paid their regular salary by the Cooperative. At the completion of their jury service, they shall exhibit their jury check to the Cooperative and the amount of said check, less the amount included as expenses, shall be deducted from their next regular check.

**Section 11.24** Employees shall not be allowed to work breaks in public facilities during regular work hours, however an employee will be permitted to continue on the job work breaks when conditions permit.

**Section 11.25** The hourly rate of truck driver pay for a non-journeyman lineman and/or for a journeyman lineman will be the difference in the hourly rate between a journeyman-lineman and a crew foreman. The difference will be added to the current hourly wage of the employee. This increased rate will apply only to major equipment. Major equipment is defined as digger/derrick trucks, bucket trucks, winch trucks, trucks equipped for right-of-way spraying and being used for that purpose and other vehicles permanently modified for special purposes.

**Section 11.26** Employees subject to overtime callout must live within thirty (30) minutes of assigned work location or be a cooperative member living on Cooperative lines. Outposts must live within their assigned service territory.

**Section 11.27** Employees will make a reasonable effort to be available for outages and emergencies.

**Section 11.28** The Cooperative agrees to provide the bargaining unit with a payroll deduction option to participate in the IBEW PAC COPE Fund if the employee voluntarily chooses to participate at any time in the future.

## **Article XII**

### **Safety**

**Section 12.01** The safety of the employees is a matter of paramount importance and shall receive first consideration. The Board of Directors of WWCEC have adopted the AIEC Safety Manual as the safety standard for the Cooperative and are required by Federal Rule to insure the requirements of CFR 29 Parts 1910.269 and 1910.137 are

complied with. As such, the Union agrees that it will abide by and comply with the rules and regulations as set forth in the adopted safety manual and CFR 29 Parts 1910.269 and 1910.137. The Cooperative agrees to provide updated safety manuals to all employees as they become available from the AIEC and to provide copies of the current federal rules as they become available.

**Section 12.02** The Union and the Cooperative agree that the assigned Foreman or Lead Lineman is as such an extension of management and will ensure that the crew under his/her supervision complies with the adopted safety manual and all applicable requirements of CFR 29 Parts 1910.269 and 1910.137.

**Section 12.03** Every effort will be made to contact all outside personnel before assigning employees covered by the inside agreement to assist outside employees. Under emergency or outage conditions, the Cooperative retains the right to utilize its personnel as needed to remedy the situation.

### **Article XIII Other Provisions**

**Section 13.01** All fringe benefits and benefit plans now in effect and not specifically referred to herein shall remain in full force and effect for the term of this contract or any extension thereof. However, any such plans may be amended at any time by mutual agreement.

**Section 13.02** The now current NRECA Medical coverage will be in effect until December 31, 2022 as currently offered. Effective January 1, 2023, the Cooperative shall pay ninety percent (90%) of the LINECO Medical, Dental and Vision Plan premium, as was mutually agreed upon by the Cooperative and the Union in the 2022 Contract negotiations. The Cooperative further agrees to deduct through payroll deduction, bi-weekly, the active employee's ten percent (10%) portion of the plan's monthly premium. Beginning January 1, 2023, and every January 1 thereafter, the Cooperative will contribute two thousand two hundred dollars (\$2,200) per employee to the LINECO HRA. The Cooperative will also be obligated to make the appropriate payments to LINECO as is agreed between the parties involved. The Cooperative and the Union agree that they will meet, discuss, and negotiate if necessary, any changes as they have in the past.

**Section 13.03** The Cooperative agrees to provide a vision plan comparable to the current plan, mutually agreed upon by the Cooperative and the Union. The Cooperative will pay one hundred percent (100%) of the premium for all active employees and dependents until the employees transition to LINECO coverage on January 1, 2023.

**Section 13.04** The Cooperative agrees to provide a Dental Plan comparable to the current plan mutually agreed upon by the Cooperative and the Union for employee and dependent. The Cooperative shall pay one hundred percent (100%) of the premium for

all active employees and dependents until the employees transition to LINECO coverage on January 1, 2023.

**Section 13.05** The Cooperative agrees to provide a long-term disability plan comparable to the current plan mutually agreed upon by the Cooperative and the Union. The Cooperative shall pay one hundred percent (100%) of the premium for the employee.

**Section 13.06** The benefit level multiplier for employment prior to 1 July 1997 will remain at 1.2, and from July 1, 1997, to July 1, 2000, shall remain at 1.6, 1.7 effective 1 July 2000 through July 2003. The Cooperative agrees to increase the benefit level of the NRECA Retirement and Security Pension Program to a multiplier of 2.0 effective 1 July 2003, 2.25 effective 1 July 2004, 2.5 effective 1 July 2005.

**Section 13.07** The Cooperative will continue the 2.5% contribution to the NRECA SelectRE Pension Plan (401k) and the Cooperative will match an additional one percent (1%) employee contribution of the employee's base pay. If the employee chooses not to contribute one percent (1%) of their base pay, the Cooperative contribution shall remain at 2.5%. The Cooperative also agrees to continue the daily pricing and loan provisions of the plan.

**Section 13.08** The Cooperative will pay the total employee's NRECA medical or the LINECO insurance premium for coverage in effect on date of disability, whether they have individual coverage or family coverage until the employee becomes Medicare eligible. The employee may retain their NRECA dental and vision insurance at his/her expense until January 1, 2023 when coverage will be provided under LINECO.

**Section 13.09** An employee who has twenty (20) years of service with the Cooperative may retire between ages sixty (60) and sixty-two (62) and the Cooperative and employee would pay the same ratio of insurance premiums as if he/she were an active employee until age sixty-two (62) at which time the Cooperative will pick up the total premium and continue to pay such premium, regardless of whether the employee has individual or family coverage, until Medicare eligible, and until December 31, 2022. Effective January 1, 2023, an employee with twenty (20) years of service may retire at sixty (60) or thereafter and the Cooperative will pay one hundred percent (100%) of the LINECO insurance premium and continue to pay such premium until Medicare eligible.

**Section 13.10** An employee who has eighteen (18) years of service with the Cooperative may retire between ages sixty-two (62) and sixty-five (65) and the Cooperative would pay total cost of medical insurance premium for the employee for coverage in effect at the time of retirement, whether the employee has individual or family coverage, until Medicare eligible.

**Section 13.11** If an employee chooses to retire at age fifty-five (55) and has twenty (20) years of service, employee may keep medical plan and the employee will pay one hundred percent (100%) of medical plan premium cost until Medicare eligible.

**Section 13.12** Sections 13.09, 13.10 and 13.11 shall not apply if an employee accepts full-time employment after he/she has retired from the Cooperative.

**Section 13.13** The Cooperative agrees to purchase term-life insurance for the employees in the amount of two times regular salary, and accidental death and dismemberment insurance equal to the employee's basic term life insurance. The Cooperative agrees to pay one hundred percent (100%) of this cost. The employees may purchase additional term life insurance in the same amount, with the employees paying one hundred percent (100%) of this additional life insurance, provided all criteria required by NRECA to offer this option are met by the Union employees.

**Section 13.14** The employees shall comply as required by the Federal Drug-Free Workplace Act of 1988, the Illinois Drug-Free Workplace Act of 1990, the Federal and Illinois Departments of Transportation regulations and other drug abuse legislation.

## **Article XIV Apprentice System**

**Section 14.01** The Cooperative will not in the future employ more than two (2) new apprentice Linemen to each five (5) Journeymen-Linemen, but this provision shall not apply to the present employees, nor effect the right of the Cooperative to continue the employment of all of its present employees in the classifications they now hold, without reference to such ratio between classifications.

**Section 14.02** The Cooperative may employ not more than two (2) Apprentice Linemen to each five (5) Journeymen-Linemen.

**Section 14.03** FIRST SIX MONTHS. Apprentices with no previous experience shall perform Groundman's work and may use tools on the ground under supervision of Journeyman and/or Foreman.

NEXT THREE MONTHS. Apprentices may perform work on lines that are not energized.

NEXT NINE MONTHS. Apprentices may perform work in company with a journeyman on energized secondary circuits of not more than 440 volts.

NEXT EIGHTEEN MONTHS. Apprentices may perform work assisting a journeyman on all classes of work.

**Section 14.04** If the Union should discontinue its present Apprenticeship Classroom Training Program, the duration of each nine (9) month apprenticeship progression wage rate step for those employees who have not completed said training program shall immediately thereafter be increased to twelve (12) months each.

## **Article XV Duration of Agreement**

**Section 15.01** This Agreement is effective July 1, 2022, and shall remain in effect through June 30, 2026.

This agreement may be changed or terminated by either party giving written notice to the other party of its desire to change or terminate the Agreement not less than sixty (60) days prior to the expiration of this Agreement. If neither party gives such notice, this Agreement shall continue in full force and effect from year to year until at least sixty (60) days notice is given prior to any June 30 anniversary date.

This Agreement represents the full and complete understanding between the Cooperative and the Union and its members, and replaces any and all letters of understanding or supplemental agreements, which may have preceded it. Any such agreements or understanding and any claimed or unclaimed past practice rights of employees which are not specifically set forth in this Agreement or extended by writing as of the date of this Agreement are considered terminated.

## **ARTICLE XVI Special Rules Applying to Temporary Employees**

**Section 16.01** All Groundmen Class “B” shall be known as temporary employees. The provisions of Articles III, Seniority; Article VIII, Vacations; Article IX, Sick Leave; Article X, Occupational Injury, Article XIII, Other Provisions; Article IV, Apprentice System; and Article VII, Sections 7.02; and Article XI, Sections 11.04, 11.05, 11.11, 11.18 and 11.23 shall not apply to temporary employees.

**Section 16.02** When making a reduction in number of temporary employees, those most recently hired shall be laid off first.

**Section 16.03** A temporary employee shall not have seniority until he has completed six (6) consecutive months of continuous service after which he shall become a permanent employee within the meaning of this Agreement and classified as Groundman and his seniority shall begin as of his employment.

**Section 16.04** A temporary’s workweek would be covered by Article XI, Section 11.01, 11.02, 11.03 and 11.13.

\*The Bargaining Unit will reduce to writing all claimed past practices and provide by September 30, 2000, together with any letters of understanding, which the Bargaining Unit decides should be continued. The Cooperative's management and the Bargaining Unit Committee will meet to negotiate and determine the mutually accepted past practices and continuing letters of understanding. The Bargaining Unit may reduce to writing and propose omitted claimed past practices for negotiations until July 20, 2001.

All claimed past practices and letters of intent which the parties subsequently agree were binding just prior to the date this agreement was signed or which the parties agree should be continued will be made part of the contract as if included as of the date the agreement was signed. Any claimed past practices and letters of understanding on which the parties cannot agree shall be submitted to binding and final arbitration using the arbitration procedures set forth in the collective bargaining agreement. The arbitrator shall have the authority to and shall determine which of the claimed practices and letters of understanding were in fact binding just prior to the date this contract was signed. Any practices or letters of understanding that the arbitrator finds were in fact binding just prior to the date this contract was signed shall be made a part of the contract as if they had been included in the signed contract.

**Wayne-White Counties Electric Cooperative**

By: Chris Hopfinger  
Chris Hopfinger, President/CEO

8/11/22  
Date:

**International Brotherhood of Electrical Workers  
Local Union 702**

By: Steve Hughart  
Steve Hughart, Business Manager

8/11/22  
Date:

By: Jason Woolard  
Jason Woolard, Business Representative

8/11/22  
Date:



May 1, 2008

Daryl Donjon, President  
Wayne-White Electric Cooperative  
P.O. Drawer E  
Fairfield, IL 62837

**Re: Overtime Hours during Storm Restorations**

Dear Daryl:

This letter is a follow up to the discussions that were held in negotiations yesterday and the day before. In attendance at negotiations were Jack Emery, Ruby Green, Dennis Estes, Aaron Halley, you and me. Gerry Kinney was also in attendance with us on April 29, 2008.

You discussed the current agreement with the employees about the way in which they are compensated for out of state (IL) storms. You said that the Cooperative will continue to pay the employees double time for all hours worked on storm restoration out of state, and would not bargain any changes to the current way in which this is being applied. We agree with you on this.

You also agreed that your intent is to now apply a similar understanding to the way in which the Cooperative will compensate employees who work off property in state (IL) as well. You said that the Cooperative would pay double time to employees who reach that rate of pay, in accordance with the contract, for all hours worked beyond this time until the restoration is completed, or until it is agreed that the employee is released to return home. It was also agreed that the Cooperative will expect that employees who are planning to return home, rest for eight (8) hours prior to returning to their home cooperative, but will be paid double time for all hours worked until they return.

The last part of our discussion involved excessive overtime worked within the Wayne White territories. We agreed that there may be times when an employee is found to be exhausted due to extensive amounts of overtime during periods of restoration efforts, and it was agreed that the Cooperative would allow an employee an extended break period to assure that the employee is not putting themselves, fellow employees, the public, or the Cooperative's equipment in jeopardy. It was understood that the Cooperative would look at this closely to see if it is being abused and may take action to stop any of the privilege.

Sincerely,  
IBEW Local Union 702

Jason Woolard, Business Representative

JW:an

Cc: Jack Emery, steward  
Gerry Kinney, steward  
Ruby Green, steward  
Dennis Estes, steward  
Aaron Halley, mgt



## **WAYNE-WHITE COUNTIES ELECTRIC COOPERATIVE GLOVING PROGRAM**

### **Section 1:**

All Crew Foremen, Out-postmen, and Journeyman Linemen, and apprentices in the fourth step, [In this document all these listed job classifications are included in and referred to as "Journeyman Lineman".] at the distribution Cooperative ("Cooperative") shall be trained in the procedures for gloving voltages 15KV or less. This initial training shall consist of a minimum of five days or equivalent. It is the intent of the parties to complete this training as expediently as practical and no later than December 31, 2008.

Journeyman Linemen absent due to illness, injury, etc. shall not be included in determining the successful completion of the initial training.

### **Section 2: Joint Committee**

The Cooperative Safety Committee shall periodically meet to evaluate new technology and work practices and make recommendations regarding changes to the gloving program. The Business Manager or designee and cooperative shall evaluate and may approve recommendations regarding changes to the gloving program. The Union agrees that it shall use its best efforts to assist in the education and training of the employees in gloving methods and to enlist the full cooperation of its members in assuring every effort shall be made to perform the work based upon safety and efficiency.

### **Section 3: Safety Equipment**

All protective equipment, including gloves, sleeves and bucket liners, shall be equal to or exceed the requirements set out by OSHA, ANSI and ASTM standards. Class 2 rubber gloves and rubber sleeves shall be worn while gloving. Gloving voltages over 600 volts up to 15KV shall only be done from approved bucket trucks with upper and lower controls and insulated booms certified as having passed the necessary testing requirements, with approved and tested bucket liners.

The two levels of protection shall always be present and in excess of any cover-up protective equipment. If the two levels of safety protection as described above cannot be maintained, alternate procedures for completing the job assignment shall be utilized and the employees shall not be required to glove primary voltages up to 15KV. Wherever applicable the current practice of gloving 5KV remains unchanged.

Each worker shall individually be assigned personal rubber gloves and sleeves, cleaned and tested both electrically and mechanically, and certified for work on energized conductors and/or equipment at the appropriate voltage. Rubber gloves and sleeves shall be tested at the request of the worker but in any event, no less than once every 90 days.

In addition to laboratory tests, each worker shall make a daily inspection of his personal protective equipment at the beginning of each work period. This personal inspection shall include a visual and feel test of leather protectors, and a visual of air test of rubber gloves. Additional tests to personal protective equipment shall be made throughout the day for additional gloving assignments.

All rubber protective equipment shall always be stored and/or carried in such a way that it shall not be damaged through contact with tools or other equipment. The Cooperative shall modify, where necessary, trucks/equipment to comply with the provisions of this paragraph.

Gloves with 16” gauntlets shall be provided upon request. Existing gloves with 14” gauntlets shall be replaced through attrition. Rubber sleeves shall be worn in either case.

#### **Section 4: Certified Aerial Bucket Truck and Certified Digger Derrick Tests**

Only approved and certified aerial bucket trucks and certified digger derricks with upper and lower controls equipped with insulated booms, that have satisfactorily passed the testing requirements set out in items 1 through 5 below, and displaying the dated certification decal, shall be considered appropriate for use by workers gloving voltages up to 15KV.

1. Each certified aerial bucket truck and certified digger derricks shall be equipped with a daily checklist of procedures to be followed by the crew members.
2. Daily checks shall include visual inspection of certified aerial bucket trucks and certified digger derricks by the crew members assigned to the equipment prior to the equipment being used.
3. The visual and mechanical tests made by crew members to ensure the truck’s operating integrity for the day’s work shall include visual tests to determine:
  - a. Oil leaks
  - b. Cleanliness of the fiberglass booms. If the insulated section of the boom is not clean, it shall be wiped with a dry cloth or washed with a mild detergent or appropriate cleaning solution in accordance with the manufacturer’s recommendations by the crew assigned to the truck.
  - c. Cuts, breaks and abrasions to the boom.
  - d. Cleanliness of the bucket liner, including cuts, Breaks, and abrasions.
4. All certified aerial bucket trucks and certified digger derricks

that are to be used in the rubber gloving procedures will be inspected and tested semi-annually. Only appropriate qualified personnel, including outside vendors as necessary, shall conduct these inspections. All such maintenance personnel shall be informed of the gloving practices and of the vital importance of good maintenance work on the equipment so as to ensure the safety of individuals using the equipment. Any complaint or question regarding inspections shall be investigated and corrected promptly.

5. Certified aerial bucket trucks and certified digger derricks shall be inspected semi-annually. The annual and semi-annual testing shall be performed by a qualified outside vendor, who will place a sticker on each bucket liner which clearly states the next due date. Semi-annual tests on aerial bucket trucks shall meet or exceed OSHA and ANSI Standards. Booms shall be tested more often upon Request. This semi-annual testing may be performed “in-house” in the future, should the necessary capabilities that meet or exceed OSHA and ANSI Standards be developed.

The inspections and tests described in the above paragraph, including the daily checks by crew members shall be mandatory. Any malfunction or defects of the equipment discovered as a result of these inspections or tests, and malfunctions or defects found during normal or routine repair work, shall be reported in written form to the appropriate supervisor and crew assigned to that truck prior to the equipment being utilized for use as a certified aerial bucket truck or certified digger derrick truck.

## **Section 5: Training**

All Journeyman Linemen shall be trained in the procedures for gloving voltages 15KV or less. Initial training shall consist of a minimum of five days or equivalent including one day of classroom instruction, up to two days of mock-energized training, and up to two days of “hands-on” experience. Classroom instruction shall consist of:

1. Theory of isolation and insulation.
2. Display and explanation of the use of cover-up equipment and tools.
3. Review of typical job methods.
4. Questions and answer session.

Field training (mock and “hands-on”) shall be included but not limited to such activities as:

1. Demonstrations of cover-up methods from bucket trucks.
2. Demonstrations of specific job tasks, such as single place pole top or pin insulator change out, crossarm replacement (2 or 3 phase), replacing damaged dead-end insulators, in-

stalling dead-ends (1 or 3 phase), and transferring conductors.

The “hands-on” portion of the training shall include work on actual energized circuits and shall be conducted by an instructor designated by the Cooperative who has experience as a Journeyman Linemen working primary voltages with rubber gloves.

“Hands-on” training groups shall be limited to not more than six trainees for each instructor. Apprentices below the fourth step may participate in all training except for the hands-on live circuit. Apprentices in the fourth step will be allowed to participate in hands-on live circuit training only in assisting Journeyman Linemen.

Training shall include working on energized conductors and equipment using procedures for covering so as to provide the maximum isolation and insulation from any grounded equipment or potential grounds, understanding that wood poles, crossarms and structural material shall be considered ground potential.

Apprentices shall begin on-the-job training of gloving procedures for 15KV or below, at the same step as they currently begin training all classes of work. The Apprentice Training Program shall be revised to incorporate aspects of the Journeyman Linemen training on gloving not already included.

In addition to the initial training, one day of training will be provided on an annual basis. Implementation may be delayed due to availability of new necessary equipment.

## **Section 6: General**

1. Crews gloving voltages up to 15KV shall consist of a Foreman, a Journeyman Lineman and a Journeyman Lineman or an Apprentice at the fourth step [three man crew]. Additional help may be requested to perform the work safely.
2. Bucket trucks shall have at least 36 inches of the insulated boom extended without the winch during any gloving process.
3. Conductors and equipment shall be considered energized unless they have been visually de-energized and effectively grounded.
4. Employees shall not work on any energized conductor until all conductors within reach, or which may become within reach, are first covered with protective equipment. This includes all grounded conductors, grounded surfaces And any conductors below, such as neutrals, secondary’s services, downguys, telephone wires or other cables, and pole surfaces or crossarms, which the aerial bucket, boom or worker may contact. All covering and uncovering shall be performed from a point below or at the same level of the

conductors. Conductors shall be covered as the worker moves away from the work area when the work is completed. When utilizing a bucket truck, the worker shall not position himself over any unprotected energized conductor.

5. Aerial basket truck equipment with pole grabbers that cannot be disengaged from the insulated section of the boom shall not be considered as an insulated bucket truck for the purpose of gloving voltages above 5KV but less than 15KV. If a pin-on basket is used, any winch line shall be removed from the insulated portion of the boom.
6. On all jobs the circuit protections equipment shall be placed on "one shot" where available, otherwise, a bypass fuse will be used during the period when work is being performed to avoid the circuit becoming re-energized in the event of a fault to the circuit.
7. Employees shall not be permitted to break or pick up load with rubber gloves. The employee shall use appropriate hot line tools unless using a device designed to pick up load. Load taps shall include, but are not limited to, lightning arresters, transformers taps, cut-outs, and any other load make/break switching.
8. Eye protection shall be worn at all times while performing gloving work.
9. Before a crew begins an assignment involving gloving voltages, weather conditions for the day shall be given prime consideration. Gloving voltages above 5KV but less than 15KV shall not be permitted on days when the weather is inclement or foggy conditions exist. If any of these or other adverse conditions develops after work has begun, the job shall be made safe and work performed by alternate means until conditions improve. Gloving assignments in other than daylight hours shall be limited to when, in the opinion of the crew performing the work, sufficient lighting is available and the crew determines the job can be performed safely.
10. While gloving voltages up to 15KV, only properly insulated strap hoists, blocks, handlines, and ropes made of synthetic materials with good dielectric properties, shall be used.
11. Jewelry, including watches, earrings, necklaces and neck chains, shall not be worn while performing gloving work. Wedding rings, if worn, shall be taped.

12. Only proper tools having approved insulated hoses operating from truck tool systems (if available) or other approved power source shall be used in any aerial bucket while gloving voltages up to 15KV. All electrically operated hand tools shall be removed from the bucket prior to any gloving work commencing on voltages above 600V, including the installation and removal of protective equipment.
13. The Cooperative shall maintain or improve the current level of live line tools in each area.
14. When an energized primary conductor is placed on the crossarm or against the pole, it shall first be covered with a line hose and, in addition, the crossarm or pole shall be covered with the approved protective device.
15. 20,000 volt protective devices shall be used on all work in the 15KV range. All 10KV line hose and hoods shall be replaced.

#### **Section 7: Flame Retardant Clothing**

The Cooperative agrees to provide uniform clothing for all outside Local Union employees who will be gloving under this agreement. All employees on duty are required to wear the uniform clothing as instructed by the employing cooperative. (See attached letter)

#### **Section 8: Program Dispute Resolution**

Questions or disagreements as to the interpretation of the Gloving Program, which are not resolved by the Cooperative Safety Committee, shall be resolved through the normal grievance procedure.

**RE: Fire Retardant (FR) Clothing Agreement**

1. Per the attached list, WWCEC agrees to purchase up to \$2,000 worth of clothing from Brownduck to be available for use by April 1, 2014, for each FR eligible employee as a rollout amount. (This rollout amount would also apply to future hires)
2. Additionally, for employees choosing not to spend all of their \$2,000, a bank will be established for unanticipated replacements in the future, but no employee may bank more than \$200 of their initial rollout amount.
3. Each year hereafter, WWCEC will deposit up to \$1,000 in each FR eligible employee's bank, but each employee's bank will be limited to a total of \$1,500. This deposit date must be established and posted for members to see by March 1<sup>st</sup> of each year and the deposit date shall not be earlier than March 25<sup>th</sup>, in order to provide sufficient notice for purchases to be made on time.

Example #1: WWCEC posts by March 1<sup>st</sup> that FR bank deposits will be made on March 29<sup>th</sup>  
Joe has \$600 in his FR bank on March 29<sup>th</sup>  
WWCEC will deposit \$900 in Joe's account on March 29<sup>th</sup>  
 $\$600 + \$900 = \$1,500$  established in FR bank for the new FR year

Example #2: WWCEC posts by March 1<sup>st</sup> that FR bank deposits will be made on March 31<sup>st</sup>  
Sam has \$100 in his FR bank on March 31<sup>st</sup>  
WWCEC will deposit \$1,000 in Sam's account on March 31<sup>st</sup>  
 $\$100 + \$1,000 = \$1,100$  established in FR bank for the new FR year

4. FR eligible employees will be able to order clothing on-line as needed up to their banked balance.
5. WWCEC and the IBEW Local 702 agree to discuss FR clothing as needed moving forward, to determine and evaluate the safety and effectiveness of the program for those employees wearing the protective clothing.
6. Any changes or modifications to this agreement must first be negotiated and agreed to between the parties.

Jason Woolard, Business Rep  
IBEW Local 702  
Dated: 12-6-13

Daryl Donjon, Pres/CEO  
Wayne-White Counties  
Electric Cooperative  
Dated: 12-4-13