

AGREEMENT

BETWEEN

M & A ELECTRIC POWER COOPERATIVE

EMPLOYER

and

LOCAL UNION NO. 702

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AFL-CIO

Effective from

March 1, 2023 – December 31, 2025

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AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of March, 2023, between M & A ELECTRIC POWER COOPERATIVE, hereinafter referred to as “Cooperative,” and LOCAL UNION 702 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter referred to as “Union.”

The Cooperative hereby recognizes the Union as the sole representative of all employees constituting the bargaining unit as defined in National Labor Relations Case 14-RC-4783 for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

During the life of this Agreement, or any extension thereof, the Cooperative agrees to deal with no other labor organization as the bargaining representative of such employees.

It is the desire of the Cooperative and the Union that all parties to this Agreement will cooperate with each other to promote harmonious relations, mutual good will and efficiency, and it is not the intent or desire of either party to engage in any subterfuge to evade or circumvent the spirit and intent of this Agreement.

WITNESSETH: The parties hereto contract and agree with each other as follows, to wit:

ARTICLE I UNION MEMBERSHIP

Section 1.01 It shall be a condition of employment that all employees covered by the terms of this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the Union for the life of the Agreement. New employees hired after the effective date of this Agreement, covered by classification titles within this Agreement, shall, as a condition for continued employment, make application to the Local Union for membership within sixty (60) days of employment, and shall maintain membership in good standing for the life of this Agreement, or any extension thereof.

Section 1.02 The Cooperative agrees that, except where it does not have the equipment to do the work, or where its employees do not have the proper skills, it will not contract out work ordinarily done by its employees if such contracting out would result in the lay-off of employees. Nothing herein shall be applicable to the purchase of electrical energy by the Cooperative or obligate it to operate its generating plant.

Section 1.03 The Cooperative agrees to deduct a set amount each pay period from the wages due each employee who has given proper authorization for such deductions by means of a written authorization, which shall be in form reasonably acceptable to the Cooperative. This deduction shall be for Union dues and forwarded by the Cooperative to the Financial Secretary of IBEW Local Union No. 702 no later than the tenth (10th) of the following month. Quarterly, a one-time adjustment, as determined by the Financial Secretary of IBEW Local Union 702 and provided in writing to the Cooperative, of the weekly deduction shall be made to insure proper remittance to the Financial Secretary of IBEW Local Union 702.

ARTICLE II SENIORITY

Section 2.01 New employees shall serve a probationary period of nine (9) months during which time they shall acquire no seniority rights and the Cooperative shall be the sole judge of their abilities and shall have the right to retain or release them without its action becoming the subject of a grievance. Employees who are laid off during their probationary period and recalled within six (6) months of the lay off shall receive credit toward the completion of their probationary period of the time served prior to the time of their layoff. Employees who complete their probationary period shall have a Cooperative seniority date as of the date of the beginning of the probationary period.

Section 2.02 The Cooperative shall be divided into two departments – Transmission and Right-of-Way. The storekeepers shall be included in the Transmission Department. Employees

who merged into the Transmission Department from the former Generation Department shall retain the same department seniority they had in the former Generation Department. Cooperative seniority shall mean the date on which an employee started his last period of continuous work for the Cooperative. When it is necessary to reduce the force on any job, the ability, performance and Cooperative seniority of the employees on the job shall be considered and if the employees are substantially equal on ability and performance, the employee on that job with the least Cooperative seniority shall be removed from it. Such employee shall then have the right to bump to the job held by the employees with the least Cooperative seniority still working provided the bumping employee has the skills and ability to handle that job immediately without any training period. Recalls to work after layoff shall be in reverse order of layoff provided the employee to be recalled is available and qualified for the work.

Section 2.03 Employment shall terminate and seniority shall be broken upon the occurrence of any one of the following events:

- (a) Resignation;
- (b) Retirement, except quasi-retirement;
- (c) Discharge for cause;
- (d) Layoff of one (1) year duration;
- (e) Failure to notify the Cooperative of intention to return to work from a layoff within three (3) working days of receipt of notice to return to work sent to last address of employee on the records of the Cooperative by Certified Mail, and then to return to work within seven (7) calendar days;
- (f) Absence from work for a work-related illness or injury for a time period equal to two (2) months for each completed year of service, with a minimum of twenty-four (24) months and a maximum of sixty (60) months, measured from the time the

employee first became unable to work. In the event that an employee returns to work from an absence caused by an illness or injury, and thereafter has additional absences because of the same illness or injury, the continuation period outlined above does not start over, but continues, unless the employee has returned to work for a period of twenty-six (26) weeks without time off related to the illness or injury; or

- (g) Absence from work for a non-work-related illness or injury, regardless of whether paid from any source, for eighteen (18) months, measured from the employee's "End of Accruals Date." In the event that an employee returns to work from an absence caused by an illness or injury, and thereafter has additional absences because of the same illness or injury, the continuation period outlined above does not start over, but continues, unless the employee has returned to work for a period of twenty-six (26) weeks without time off related to the illness or injury.

Section 2.04 (deleted)

Section 2.05 Promotion within departments shall be based on ability, qualifications, and department seniority; if ability and qualifications are substantially equal, department seniority shall be determinative.

Section 2.05.1 When vacancies occur in a department or when new positions are created, the Cooperative will post a notice on its bulletin board for a period of five (5) working days announcing the opening and shall send a copy thereof to the Union. Employees desiring to be considered shall make written application to the departmental superintendent setting forth their qualifications and shall send a copy of their application to the Union. The Cooperative may make a temporary assignment to the job for the period of four (4) weeks before a permanent appointment is made.

Section 2.05.2 The Cooperative shall consider all bidding applicants, regardless of which department they are in, and, if any of them are qualified, shall make the appointment on the basis of ability, qualifications and seniority, with seniority being determinative if ability and qualifications are substantially equal. If there are no employee bidders, or if no bidding employee is qualified to fill such position, the Cooperative may, at its sole discretion, hire someone to fill the vacancy.

Section 2.05.3 Should an employee decline a promotion for which he has applied he shall not be entitled to apply for promotion for six (6) months thereafter.

Section 2.05.4 All unsuccessful bidders and the Local Union will be notified when the position as posted has been filled.

Section 2.05.5 An employee promoted to a new position will be given a reasonable opportunity, usually ninety (90) days to demonstrate his qualifications for the position. If he fails to qualify within ninety (90) days or demonstrates sooner that he is not qualified, the Local Union shall be notified of the nature of his disqualification and he shall be returned to his former position. The Cooperative is to be the sole judge of qualifications.

Section 2.06 Employees of the Cooperative who are now or may be subsequently called under the National Selective Service Act or who have enlisted in the Armed Forces of the Nation, shall be entitled to all the provisions of said Act with respect to their re-employment by the Cooperative on the termination of their service in the Armed Forces.

Section 2.07 If it becomes necessary to reduce the working force, the Cooperative will make every reasonable effort to give the employees affected two (2) weeks' notice but the Cooperative shall not become liable for any pay for failure to give such notice. Employees who quit shall make every effort to give two (2) weeks' notice.

ARTICLE III
GRIEVANCES AND ARBITRATION

Section. 3.01 The parties hereto agree that the operations of the Cooperative upon which the employees covered by this Agreement are engaged are essential to the welfare of the communities served by it and they therefore recognize their obligations to furnish continuous electrical service. It is therefore agreed that during the term of this Agreement there shall be no strikes, slowdowns, lockouts, stoppages of work or interference with the orderly progress of the work or the furnishing of electrical service and both parties agree to do everything in their power to expedite the work.

If a picket line, other than one which results from a strike against the Cooperative, interferes or threatens to interfere with work on maintenance of equipment or service, the Union will advise employees that they are free to cross such picket line and that they will suffer no penalty from the Union if they do cross such line.

In view of the obligation of the parties to furnish continuous electrical service, any grievance of the Union or any employee shall be handled in the following manner:

Section 3.01.1 The employee, accompanied by the steward, or in his absence, the alternate steward, shall discuss the grievance with the employee's superintendent within ten (10) days of the event that is the matter of the grievance. If the matter is not satisfactorily disposed of, the Union shall have the right to refer the grievance to the Manager of the Cooperative providing such referral is made within ten (10) working days of the discussion with the department superintendent. Such referral shall be made by reducing the grievance to writing and filing it with the Manager. The grievance shall thereafter be considered by the Manager of the Cooperative and the Business Manager or the assistant Business Manager of the Union who may be accompanied by a committee of employees. An earnest attempt shall be made to settle the grievance at this stage, and the Manager of the Cooperative shall give his answer in writing.

Section 3.01.2 If the answer of the Manager of the Cooperative is not satisfactory, the matter may be submitted to arbitration in the manner provided below provided the request for arbitration is filed within thirty (30) calendar days of the date of receipt of the answer of the Manager.

Section 3.02 After the time arbitration is requested, the requesting party shall request the Federal Mediation and Conciliation Service (FMCS) to supply a panel of seven (7) arbitrators. Upon receipt of such a panel, either party may, within twenty-five (25) calendar days after the receipt of said panel, reject one (1) such panel furnished, whereupon the rejecting party shall immediately thereafter request the FMCS to furnish a subsequent additional panel of seven (7) names of qualified arbitrators for striking. Each party shall have only one right to rejection at its expense. Once the panel is accepted by both parties, the parties shall select an arbitrator by alternate strikes. The side to strike first shall be settled by lot.

Section 3.03 The Arbitrator shall interpret this Agreement in accordance with the reserved rights theory of labor contract whereby all rights not specifically limited by the Agreement are reserved to the Cooperative. The Arbitrator shall have jurisdiction to decide grievances over the interpretation and application of this Agreement but shall not have jurisdiction over the rights of management not specifically restricted by this Agreement. Matters not subject to arbitration include, but are not limited to:

- (a) The number of persons to be employed.
- (b) Relations with customers.

The decision of the Arbitrator shall be final, but may be reviewed pursuant to applicable law, through the appropriate Federal Court. The expenses of the Arbitrator shall be divided equally between the Cooperative and the Union.

ARTICLE IV VACATIONS

Section 4.01 All employees covered hereunder who on January 1 of any year have been in the service of the Cooperative for twelve (12) months or more immediately preceding that date shall be entitled to two (2) weeks' vacation with pay. Employees who have completed nine (9) years of continuous service immediately prior to January 1 of any year shall be entitled to three (3) weeks' vacation with pay. Employees who have completed seventeen (17) years of continuous service immediately prior to January 1 of any year shall be entitled to four (4) weeks' vacation with pay. Employees who have completed twenty-one (21) years of continuous service immediately prior to January 1 of any year shall be entitled to four (4) weeks and one (1) day vacation with pay. Employees who have completed twenty-two (22) years of continuous service immediately prior to January 1 of any year shall be entitled to four (4) weeks and two (2) days' vacation with pay. Employees who have completed twenty-three (23) years of continuous service immediately prior to January 1 of any year shall be entitled to five (5) weeks' vacation with pay. Employees are allowed to carry over from one calendar year to the next a maximum of eighty (80) hours of vacation to the following calendar year.

Section 4.01.1 Any employee who on January 1 of any year has not been in the service of the Cooperative for twelve (12) months shall be entitled to six and sixty-seven hundredths (6.67) hours of vacation for each full month of continuous service with the Cooperative.

Section 4.02 All vacations shall be no less than five (5) consecutive days, if an employee has earned that much vacation, unless the Cooperative and the employee agree on a different division of vacation time.

Section 4.03 If an employee's service is terminated, he will be paid for such vacation as he has earned as of the prior January 1, and not received. In addition to this, he shall receive vacation pay for the current year the amount of which will be determined by multiplying the number of

vacation hours he would have earned had his employment continued to the following January 1, by the number of months elapsed between the preceding January 1, and the date of the termination of this employment divided by twelve (12).

Section 4.04 Prior to January 1 of each year the Cooperative shall post on the bulletin board, a list of employees showing the amount of vacation to which each will be entitled during the ensuing year and assigning a deadline for each to select his vacation time. The deadline shall be in seniority order with the employee with the most seniority having a deadline of the working day nearest to January 15 and the employee with the next longest seniority having a deadline of one working day later. The succeeding deadlines, assigned in seniority order, shall each be one working day later than the deadline of the immediately preceding employee. Any employee, who does not sign up and select his vacation period or periods by this deadline, shall drop to the bottom of the list and shall not be entitled to select his vacation time until all others on the list have had an opportunity to do so. After all deadlines have passed, those who did not select on the first round shall again have an opportunity in seniority order to select their vacation time from the time not yet chosen and a new deadline with one working day for selection for each employee shall again be established. Vacations will thereafter be assigned by the Cooperative, respecting the wishes of the employees, insofar as the needs of the service of the Cooperative permit. Any employee who has not selected his vacation time by March 15 shall be assigned vacation time by the Cooperative. The Cooperative will make every reasonable effort to grant vacations as scheduled.

Section 4.05 When a holiday falls during an employee's vacation, the employee will receive either an extra eight (8) hours' pay or an extra eight (8) hours' vacation at the discretion of the Cooperative.

Section 4.06 In the event an employee on vacation becomes sick or is injured to the extent that such sickness or injury requires hospitalization, the time that the employee is incapacitated by

such illness or injury shall be charged against his sick leave and his vacation scheduled for him at a later date within the calendar year, such date to be selected at the Cooperative's discretion. The employee must, however, meet the requirements for sick leave set forth in Article V below.

Section 4.07 Employees earning vacations shall take such vacation and shall not be entitled to work and receive pay instead of taking time off, except as described in Article IV, Section 4.09.

Section 4.08 Employees who have completed thirty (30) years of continuous service prior to January 1 of any year shall be entitled during that next year to take off one (1) day with eight (8) hours of pay as a "longevity of service award day." This award renews each year, and increases to three (3) days off with pay upon completion of thirty-five (35) years of continuous service. Longevity of service award days cannot be carried over from one calendar year to the next.

Section 4.09 All employees shall be required to use at least one (1) week (five (5) days) of earned vacation per year. Upon termination, payment will be made for any unused vacation leave, and for any vacations earned during the year of termination that would have been available for use the next year. Such earned vacation shall be pro-rated for the time actually worked during that year. At the end of each calendar year, an employee may choose to exchange for pay any or all unused vacation for one hundred percent (100%) of its book value, payable in the final payroll distribution of the year.

ARTICLE V SICK LEAVE

Section 5.01 Employees, who have been in the employ of the Cooperative for one (1) full year or more, shall accumulate sick leave on the basis of eight and sixty-seven hundredths (8.67) hours per full month worked. New employees shall start to accumulate sick leave at the beginning of their second (2nd) year of employment. Unused sick leave will accumulate from year to year up to a maximum of nine-hundred (900) hours. All employees shall be allowed to use up to five (5) days or portions of days of sick leave per year without requiring a doctor's certificate. The

Cooperative reserves the right to require a doctor's certificate when an individual is reasonably suspected of abuse of this privilege. All other sick leave shall be supported by a certificate signed by the employee's attending physician on a form provided by the Cooperative stating that the employee was physically unable to properly attend to his duties. All claims for sick leave shall be subject to verification by a medical doctor selected by the Cooperative.

Section 5.01.1 Any employee who has not been in the service of the Cooperative for a full year but who has completed six (6) months of service shall be entitled to accumulate sick leave at the rate of four (4) hours for each full month of service with the Cooperative during that first year.

Section 5.02 Such sick leave may be used in case of incapacity attested by a doctor's certificate as described above provided the incapacity is not the result of the use of intoxicating beverages or narcotics, or disorderly conduct. An employee whose incapacity is the result of being injured while working for another employer shall not be entitled to sick leave.

Section 5.03 In the event the incapacity is caused by an occupational accident covered by Workers' Compensation, the employee at his option may choose to use his sick leave and the Cooperative shall pay him the difference between the amount received under Workers' Compensation and his regular wages until the amount paid him equals his total accumulated sick leave pay. Thereafter the Cooperative shall have no obligation beyond that specified in the Workers' Compensation Law. An employee who uses any sick leave for an occupational accident as above described, shall have the sick leave so used restored if after his return to work he works twenty-six (26) weeks without being off work for any reason except vacation, paid holiday, jury duty, or visits to the doctor arising out of the occupational injury for which the sick leave was used originally.

Section 5.04 All employees who have completed one (1) year of service with the Cooperative shall be entitled to forty-eight (48) hours of family sick leave each year, which may

be used at their option in case of illness or death in the employee's immediate family. "Immediate Family" shall mean the employee's father, mother, father-in-law, mother-in-law, brother, sister, wife, children, or step-children who are eligible for and covered by the Cooperative's Family Medical Plan, grandchildren, or any relative living in the employee's household. Unused family sick leave will accumulate from year to year up to a maximum of eighty (80) hours.

Section 5.05 Employees who serve as pallbearers at a funeral shall be allowed eight (8) hours off with pay on the day of the funeral provided the employee notifies the Cooperative at least twenty-four (24) hours before the funeral. This paid benefit can be used by each employee up to two (2) times per calendar year.

Section 5.06 If an employee becomes partially disabled, the Cooperative and the Union agree to make every reasonable effort to adjust the seniority provisions of the Agreement to make available to the partially disabled employee a job which he is capable of doing. Nothing herein, however, shall obligate the Cooperative to create a job for such an employee if it has none that he is capable of doing.

Section 5.07 At the end of each calendar year, an employee may choose to exchange for pay any or all unused personal sick leave in that year for fifty percent (50%) of its book value, payable in the final payroll distribution of the year.

At the end of each calendar year, an employee may choose to exchange for pay any or all unused family sick leave in that year for fifty percent (50%) of its book value, payable in the final payroll distribution of the year.

ARTICLE VI HOURS OF WORK AND OVERTIME

Section 6.01 The workweek shall begin at 12:01 A.M., on Sunday.

Section 6.02 The normal work schedule for all employees other than shift employees or the Mechanic shall be five (5) eight (8) hour days, Monday through Friday inclusive; provided,

however, that the Cooperative may vary that schedule to provide for Saturday work when the last day of the month falls on a Saturday, a Sunday, or a holiday in order to take care of meter reading; provided further that in the event the schedule is so changed, the employee whose schedule is changed may elect to be off work on Monday, Tuesday, Wednesday, or Thursday of that week.

The normal work schedule for the Mechanic shall be five (5) eight (8) hour days Monday through Friday, and the starting time for the Mechanic shall be one (1) hour earlier than the starting time for other transmission department employees.

Section 6.02.1 The Cooperative may, at its discretion, assign some or all employees to a schedule of four (4) ten (10) hour days without payment of overtime pay. The following rules shall apply:

1. Overtime shall be paid only after ten (10) hours per day or forty (40) hours per week.
2. The days of work may be either Monday through Thursday or Tuesday through Friday at the Cooperative's option.
3. If an employee or a crew starts the week on the four (4) ten (10) hour day basis, the week shall be computed on that basis.
4. The "regular quitting time" referred to in the collective bargaining contract shall be the end of the ten (10) hour day.
5. Sick leave and other leave taken during a scheduled four (4) ten (10) hour day week shall be charged at ten (10) hours per day for each scheduled day absent.
6. When two (2) or more vehicles are present with a crew that is sent to Marston or vicinity over night, the crew members may elect to stay in different motels in that vicinity providing they notify the Cooperative in advance so that reservations can be made.

Section 6.03 The normal work hours for all employees (other than dispatchers) who work five (5) eight (8) hour days shall be 7:00 A.M. to 3:30 P.M. with a one-half (1/2) hour unpaid lunch

period. By mutual agreement, between the employees concerned and the Cooperative, the length of the lunch period and the starting and stopping times of the shift may be changed from time to time, including the expansion of the earlier start time to include all hours covered under Daylight Savings Time, or any part thereof.

Section 6.04 An employee who has worked for sixteen (16) or more continuous hours shall, upon being released from work, be entitled to an eight (8)-hour rest period before he returns to work. Said rest period shall begin at the time the employee stops actually working, without regard to any meal period(s) provided and paid for after the employee stops working. If the rest period extends into his regularly scheduled working hours for four (4) hours or more, he shall be excused from his regular tour of duty for that day and shall lose no pay thereby. If during the eight (8)-hour rest period defined herein, an employee is recalled to work, the employee shall be paid not less than two (2) times his basic rate of pay for all hours worked until he is released from duty.

Time worked during the regularly scheduled workday when an employee is entitled to a rest period shall be paid at the rate of time and one-half (1 ½) in addition to the regular straight time rate.

The straight time rate plus the time and one-half (1 ½) rate will be paid for only the hours of work performed during the regularly scheduled work day after working the sixteen (16) or more continuous hours as described herein. If the employee continues to work after the normal quitting time, the rate of pay will revert to double (2x) time for the remainder of the work period or until the continuous work extends into another regularly scheduled workday, wherein the pay would be the time and one-half (1 ½) rate plus the straight time rate for only the hours worked during the regularly scheduled workday.

The sixteen (16) or more continuous hours defined in this Section shall include: (1) the regularly scheduled hours worked; (2) the hours worked outside the regularly scheduled hours

until interrupted by a continuous six (6) hour actual non-working period (without regard to any meal period(s) provided and paid for after the employee stops working); and (3) time allowed for a meal not eaten.

Section 6.05 All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be overtime at the rate of time and one-half. Overtime shall only be worked if authorized by the Cooperative. No employee shall be laid off to compensate for overtime work but changes in the schedules of employees to replace Dispatchers, who are absent, shall not be considered layoffs in violation of this Agreement.

Section 6.06 When an employee is scheduled or called to work outside his regularly scheduled working hours, he shall receive not less than three (3) hours of time at time and one-half unless the hours are either immediately before or immediately after his regular shift in which case he shall be paid only for time worked. Employees notified to work outside their regular working hours shall receive pay in accordance with the previous sentence unless they are notified before the end of their last scheduled shift that they need not report as directed. All work performed in excess of sixteen (16) continuous hours shall be paid at two (2) times the base rate of pay.

Section 6.07 The Cooperative will make every reasonable effort to divide overtime as equally and impartially as possible but nothing herein shall require the Cooperative to create unneeded overtime work or to place an employee on a job for which he is not fully qualified.

Section 6.08 The Cooperative will not require employees to do construction or maintenance work outside during inclement weather unless such work is necessary to protect life or property or maintain service to the public.

Section 6.09 Employees other than Dispatchers who work on Sundays or any of the holidays set forth in Article VII below shall be paid double their base rate for the hours worked.

Section 6.09.1 Dispatchers who work on any of the holidays set forth in Article VII below

shall be paid double time their base rate for the hours worked.

ARTICLE VII HOLIDAYS

Section 7.01 The following days shall be recognized as holidays and no work except shift work shall be scheduled for those days or the days celebrated therefore except in emergencies: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day. In addition, effective January 1, 2024, each employee shall receive one (1) floating holiday each calendar year. Scheduling of the floating holiday shall be requested by the employee with at least twenty-four (24) hours' notice, and the Cooperative granting the request as the needs of the service of the Cooperative permit.

Section 7.02 Employees shall receive eight (8) hours regular pay for the above holidays provided they work their last scheduled day before and their first scheduled day after the holiday or are excused by the Cooperative. Persons who are required to work on any of the above holidays shall receive double their base rate for the hours actually worked, plus eight (8) hours holiday pay provided they work their last scheduled day before and their first scheduled day after the holiday or are excused by the Cooperative. Any employee scheduled or notified to work on the holiday who fails to work and is not excused by the Cooperative shall forfeit his holiday pay.

Section 7.03 No employee in layoff status at the time of a holiday shall receive holiday pay but the Cooperative shall not lay off employees in order to avoid paying holiday pay. No employee off work due to illness or disability and who has exhausted his accrued personal sick leave shall be entitled to holiday pay.

ARTICLE VIII APPRENTICES

Section 8.01 The Cooperative may employ not more than one apprentice lineman for each

journeyman lineman.

Section 8.02 The following apprentice program for linemen may be placed in operation:

(a) First six (6) months – apprentices with no previous experience shall perform groundman's work and may use tools on the ground under the supervision of a journeyman or a foreman. An employee who has worked for the Cooperative as a groundman may receive credit for such work in lieu of six (6) months requirement.

(b) Next eighteen (18) months – apprentices may perform progressively more skilled work assisting a journeyman lineman. This is not to be construed that apprentice linemen will replace journeyman linemen, but may perform work, which is not beyond his capabilities and experience. This decision is to be made by the apprentice involved, lead lineman, and immediate supervisor. Apprentices working in this step will have their qualifications reviewed by the Business Manager and/or Business Representative of the Union and the Manager of the Cooperative to determine if the apprentice should be upgraded in the apprentice program based on his ability and qualifications.

(c) Next twenty-four (24) months – apprentices may perform work assisting a journeyman on all classes of work. Apprentice linemen who have completed the Apprenticeship School outlined in Sec. 8.02(d) below, and satisfactorily passed all examinations connected therewith, will be given a reduction of six (6) months in this final twenty-four (24) months of their apprenticeship requirements.

(d) All apprentices shall attend and complete the I.B.E.W. Local 702 Apprenticeship School, outside of their regular work hours with the Cooperative, with the Cooperative paying only for the required classroom textbooks and providing a loaner laptop computer for the taking of tests. The Cooperative shall not be liable for any travel or other expenses associated with the School. Additionally, all apprentices shall successfully pass the I.B.E.W. Local Union 702

Journeyman Lineman examination.

If the Union should discontinue its present Apprenticeship School and no other similar comparable program is available, the six (6) month reduction referred to in Sec. 8.02(c) above shall not be applicable.

Section 8.03 The following apprentice program for Substation Journeyman will be continued during this Agreement:

If an employee of the Cooperative, who is a Journeyman Lineman with at least ten (10) years experience applicable to the Substation Journeyman classification, is selected for the Substation Apprentice job in accordance with Article II, Sections 2.05.1 and 2.05.2 of this Agreement, the employee will be credited for twenty-four (24) months experience and enter the Apprenticeship progression as a Third Year Substation Apprentice. After serving eighteen (18) months in the Apprenticeship progression, the employee's qualifications will be reviewed by the Business Manager and/or the Business Representative of the Union and the Manager of the Cooperative to determine if the employee should be upgraded to the Substation Journeyman position based on the employee's demonstrated ability and qualifications.

ARTICLE IX
GENERAL RULES

Section 9.01 Schedule of classifications and wages set forth in the Appendix to this Agreement shall become effective on March 1, 2023.

Section 9.02 Wages shall be paid bi-weekly on Friday and where possible employees shall be paid on the job.

Section 9.03 Employees shall be paid in cash or checks that can be cashed at their face value.

Section 9.04 No employee shall absent himself from duty without securing permission from the Superintendent of his department before so doing and in case of illness shall use every reasonable effort to notify the Superintendent of his department in ample time before working hours.

Section 9.05 When an employee is temporarily assigned to a higher rated classification for more than four (4) hours, he shall receive the rate of pay of the classification to which he is assigned; when an employee is temporarily assigned to a lower-rated classification, he shall receive the rate of pay for his regular classification.

Section 9.06 Nothing in this Agreement shall prohibit or restrict the performance of any work by the Crew leader.

Section 9.07 Not less than five (5) men, three (3) of whom shall be qualified linemen, shall be sent out to work when setting poles in the vicinity of energized circuits. In all other circumstances, a two (2) man crew may use a boom truck in the vicinity of energized circuits. If there is objection, the objections will be discussed, but the final decision will be made by the Cooperative, subject to the grievance procedure

Section 9.08 When the Cooperative determines that the employees shall remain away from their headquarters overnight, it shall furnish lodging and pay for employees' meals while away

beginning with the first evening meal away at the following rate:

Effective March 1, 2023 \$20.00

Section 9.09 (a) When it is necessary for employees to continue on the job after regular quitting time for one and one-half (1 1/2) hours or more, they shall be furnished a meal, and an additional meal for every five (5) consecutive hours worked thereafter. Employees who are working on a ten (10) hour shift schedule shall be furnished that meal at 6:30 p.m. Employees furnished meals shall be entitled to a reasonable time to eat such meals on Cooperative time.

(b) Employees called out who perform five (5) consecutive hours of work shall be entitled to a meal, and an additional meal every five (5) hours worked thereafter.

(c) Employees called out before 7:00 A.M. and continuing to work through their regularly scheduled starting time shall be paid for a meal and be given a reasonable time with pay to eat it, and shall be paid for a meal at lunch.

(d) Employees notified of prearranged overtime before the end of their last shift before the overtime is to be worked shall have their first meal at home and will be required to furnish the second meal which he will be entitled to eat at the end of a four (4) hour period. Should the work continue through the employee's next regularly scheduled meal time, the Cooperative shall furnish the meal and additional meals for every five (5) hours worked thereafter. All meals after the first meal at work shall be eaten on Cooperative time.

(e) If employees working overtime as described above continue to work and do not stop to eat the meals required to be furnished as described above, those employees shall be entitled to be paid for the meals missed and shall be paid, in addition to the time actually worked, one half (1/2) hour at the overtime rate for each meal not eaten.

(f) If an employee works sixteen or more continuous hours as defined in Section 6.04 of this Agreement, meals will be earned on the time intervals outlined in Section 9.09 (a) and 9.09

(b) for the time actually worked. It will be assumed in all cases that the time to eat the meal is one-half ($\frac{1}{2}$) hour and the subsequent meal allowance will occur after working five (5) consecutive hours from the end of the one-half ($\frac{1}{2}$) hour meal break, thereby making the meal intervals five and one-half ($5 \frac{1}{2}$) consecutive hours after the first meal earned.

(g) Depending upon the nature of the times actually worked to make up the sixteen (16) or more continuous hours outlined in Section 6.04, it is possible that some time for meals earned but not eaten may be paid at straight time, some at one and one-half ($1\frac{1}{2}$) times, some at double (2) time, some at two and one-half ($2 \frac{1}{2}$) times, and in some cases no time will be paid at all.

(h) Any payments for meals not eaten, based upon one-half ($\frac{1}{2}$) hour of time outlined in Section 9.09(e), shall be included in other hourly computations that address "time worked" in the same manner as if the time was actually worked.

(i) For any meal where a meal allowance is paid, as opposed to the Cooperative actually providing the meal, the amount of the meal allowance shall be the applicable amount referenced in Section 9.08.

Section 9.10 The Cooperative shall furnish all employees' tools, including the first set, and worn out or defective tools upon their surrender. Tools will be limited to the following items: Body belt, safety strap, climbers and pads, tool holster, connector pouch, 10" or 12" Crescent wrench, folding wood rule, screw driver, channel lock pliers, side-cut pliers, hammer, skinning knife, and safety goggles. The Cooperative shall be allowed to inspect and dispose of tools considered by them to be unsafe. The Cooperative shall also furnish necessary safety equipment, hot sticks, grounding sets, cover-up equipment, and rubber goods for the proper and safe performance of the work, and employees shall use every effort to preserve the safety equipment furnished by the Cooperative and shall use this equipment when necessary. Employees shall give proper care to all equipment and tools provided by the Cooperative, and such tools and equipment

shall not be used by the employees for any personal business or purpose. Employees violating this section and/or guilty of negligence in the care or use of tools or equipment furnished by the Cooperative shall be subject to discipline under Article XII, Section 12.01.

Section 9.11 Painting of all steel towers, poles and other structures supporting any wire or busses, if done by employees of the Cooperative, will be done by employees of the Transmission Department provided, however, that groundmen shall paint only what they can reach without climbing.

Section 9.12 If an employee is required to serve on jury duty, the Cooperative will pay such employee the difference between the amount actually received for jury duty and the employee's regular wages.

Section 9.13 When the Cooperative determines to place a new classification in effect it shall do so on a temporary basis and shall thereafter notify the Union of its action and negotiate a wage rate for the classification which shall be retroactive to the date when the new classification was placed in effect. If no agreement on the rate of classification is possible the matter shall be subject to arbitration under Article III hereof.

Section 9.14 Employees hired on or before February 28, 2018, who are subject to emergency callout shall live within a geographic area, so as to arrive at his/her work location within forty-five (45) minutes of notification, or such additional time as may be reasonably necessary in the event of extreme weather conditions or extenuating circumstances. Employees hired after February 28, 2018 who are subject to emergency callout shall live within a thirty (30)-mile radius from the Cooperative's office.

Such employees, who, as of April 3, 2009, are living outside this area shall not be prohibited from changing their places of residence so long as they do not locate further from their present reporting center. Should an employee not currently required to comply with this residency

requirement change classifications and bid to a position that is covered under this Section, they shall, at that time, come into compliance with this residency requirement within one-hundred eighty (180) calendar days of accepting such position.

When employees are called for work outside of normal working hours and are not able to report within the specified forty-five (45) minute allotment, they shall notify the Dispatcher of such and the Cooperative shall have the option of either permitting the employee to report, with the understanding that it may be longer than forty-five (45) minutes, or to bypass the employee in an attempt to obtain someone else that can respond in a more timely fashion.

The Mechanic, Dispatcher, and Right-of-Way classifications are exempt from this residency requirement.

ARTICLE X BENEFIT PLANS

Section 10.01 Continuing during the life of this Agreement, the employees covered by this Agreement have elected to have group medical and prescription drug insurance through the Line Construction Benefit Fund (LINECO), with the Cooperative paying one-hundred percent (100%) of the premiums for such insurance for the life of the Agreement, up to the following per employee monthly maximum caps:

	<u>2023</u>	<u>2024</u>	<u>2025</u>
Monthly Cap	\$1,749.53	\$1,837.01	\$1,928.86

(This monthly cap applies regardless of the type of coverage needed/selected, *i.e.*, employee only, employee and spouse, employee and children, or employee and family).

Should the monthly premium for any employee exceed the monthly maximum caps outlined in this Agreement, the employee(s) will authorize payroll withholding by the Cooperative for the balance of the payment.

The Union outlines, and the Cooperative acknowledges, that, Cooperative employees

covered under this Agreement are described under the LINECO plan as “utility employees,” and the benefits provided to eligible utility employees and their dependents are the same benefits provided to “non-utility employees” and dependents under LINECO, except that the insurance benefits (life insurance and AD&D insurance) and the Weekly Loss of Time Benefit are not provided.

The Union hereby represents and agrees that the insurance through LINECO will not require any administration by the Cooperative other than to send the monthly group premium contribution check and the employer reporting form. Further, the Union and Cooperative agree that any plan or benefit changes imposed by LINECO during the term of this Agreement shall not increase the obligations of the Cooperative outlined in this Section.

The current pension plan, providing for normal retirement at age 62 and a 2.0 benefit multiplier for all qualified years of service in the plan, will be continued during this Agreement with the Cooperative paying the full cost of the plan.

The Cooperative will pay one-hundred percent (100%) of the premium for the NRECA life insurance plan equal to four (4) times base pay, as well as the current Long-Term Disability (LTD) plan.

For employees who are not working, for whatever reason, but have not yet been terminated under the provisions of Section 2.03 of this Agreement, the Cooperative agrees to continue paying the employee’s group health insurance premiums at the applicable level outlined herein for a period of one (1) year after the “End of Accruals Date.”

Employees covered by this Agreement who retire after January 1, 2014, shall, upon retirement, be entitled during the term of this Agreement to purchase post-retirement medical insurance benefits for himself, his spouse, and/or his dependents under the then-current plan applicable to employees covered by this Agreement, to the extent allowed by the carrier of the

then-current plan, but shall be responsible for paying the full premiums for all such insurance benefits.

Effective January 1, 2014, employees who have retired under previous collective bargaining agreements will no longer be entitled to purchase through the Cooperative post-retirement medical insurance benefits for himself, his spouse, and/or his dependents, in that LINECO does not allow employees who retired prior to the effective date of this Agreement to obtain coverage with the employees covered by this Agreement, and, since the employees covered by this Agreement are moving their health and prescription drug insurance from NRECA on January 1, 2014, NRECA will no longer have a plan for bargaining unit employees or retirees.

In the event that any of the provisions of this Section shall conflict with any applicable State or Federal Law or regulation, 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 and the remaining portion of this Section shall remain in full force and effect.

Section 10.02 The Cooperative will continue a 401(k) plan, allowing the employee to contribute the maximum amount of pre-tax contributions allowed by law to such plan. Beginning on January 1, 2022, the Cooperative will match the first two percent (2%). Beginning on January 1, 2024, the Cooperative will match the first two and one-half percent (2 1/2%) contributed by the employee into this plan. Should an employee not contribute to the plan, there will be no matching funds deposited into that employee's account.

Section 10.03 The Cooperative will continue a Section 125/Flexible Spending Account (Cafeteria Plan). Employees may choose to participate in this plan. The Plan allows an employee to set aside pre-tax dollars to use throughout the year for qualified medical care and dependant care expenses. The Cooperative agrees to withhold an amount from each payroll to accrue the total annual amount the employee chooses (if any). Withholding choices must be made prior to

January 1 of each year and will be binding for the entire year. Any unused amounts left in the account at the end of the year will be forfeited.

Section 10.04 Effective January 1, 2024, for employees who retire from the Cooperative at age sixty (60) or older, the Cooperative agrees to allow the retiring employee to convert eighty percent (80%) of the value (calculated using the employee's hourly rate of pay at the time of retirement) of his/her unused sick leave hours at the time of retirement (not to exceed the maximum accumulated hours outlined in Section 5.01 of this Agreement) into a Health Reimbursement Arrangement (HRA) for the employee established through the NRECA.

ARTICLE XI DISPATCHERS

Section 11.01 The Dispatcher probationary period is eighteen (18) months.

Section 11.02 Any newly hired Dispatcher will be required to pass the exam and become a CSO within the initial eighteen (18) months of employment.

Section 11.03 An employee promoted to a new Dispatcher Apprentice position will be given a reasonable opportunity, usually one hundred eighty (180) days, to demonstrate his qualifications for the position. If he fails to qualify within one hundred eighty (180) days or demonstrates sooner that he is not qualified, the Local Union shall be notified of the nature of his disqualification and he shall be returned to his former position. The Cooperative is to be the sole judge of qualifications.

Section 11.04 Hours of Work:

a) The work week for Dispatchers for the purposes of recording weekly hours will begin at 6:00 AM Sunday and will end at 6:00 A.M. on the following Sunday.

b) Dispatcher work days will start at 6:00 A.M. and end the following day at 6:00 A.M. For example, the Christmas Holiday will be from 6:00 A.M. 12/25 through 6:00 A.M. 12/26. The day of the week recorded on the time sheet will be the day the shift starts.

c) There will be no back-to-back shifts (twenty-four (24) hours) worked.

1. If a Dispatcher cannot work a scheduled shift due to vacation, sick leave, family sick leave, or other reason, the Relief Dispatcher will be called.
2. If the Relief Dispatcher cannot work, the Dispatcher who is scheduled to work the 18:00 shift on the Dispatcher's next work day will be called.
3. If that Dispatcher cannot work, the Dispatcher who is scheduled to work the 6:00 shift on that Dispatcher's next work day will be called.
4. If that Dispatcher cannot work, the Dispatcher on duty will extend their work hours for six (6) hours (half of the next shift). The Dispatcher scheduled to come on duty next will come in six (6) hours early (half of previous shift). In no event will a Dispatcher be on duty for more than eighteen (18) consecutive hours.

d) Dispatchers will be scheduled to work the same shift for four (4) continuous weeks.

For example, the Dispatcher scheduled to work days starting January 1st, will be scheduled to work days for the next four (4) weeks. For weeks five (5) through eight (8), the Dispatcher will be scheduled to work nights on a four (4)-week cycle.

e) For Dispatchers scheduled to work in the Dispatch Center, all time worked in excess of twelve (12) hours per day or forty (40) hours per week shall be overtime paid at the rate of time and one-half. For the Relief Dispatcher when scheduled to work outside the Dispatch Center, all time worked in excess of eight (8) hours per day or forty (40) hours per week shall be overtime paid at the rate of time and one-half.

f) Double time will be paid in excess of eighteen (18) hours instead of the sixteen (16) hours stated in Section 6.04. References to "16 hours" in Section 6.04 will be read as "18 hours" where it pertains to Dispatchers.

g) Dispatchers will be paid for a meal when it is necessary to work two (2) hours past

the Dispatcher's scheduled work day, then for every 5.0 consecutive hours thereafter.

h) The Cooperative reserves the right to adjust the hours of the Relief Dispatcher to properly manage work hours.

Section 11.05 Vacation:

a) For each full day of vacation taken by a Dispatcher, twelve (12) hours of vacation will be charged; however, a full day for the Relief Dispatcher will be eight (8) hours unless scheduled to work in the Dispatch Center.

b) The Vacation Schedule will still be posted as described in Section 4.04.

Section 11.06 Sick Leave:

a) For each full day of sick leave or family sick leave taken by a Dispatcher, twelve (12) hours of sick leave or family sick leave will be charged; however, a full day for the Relief Dispatcher will be eight (8) hours unless scheduled to work in the Dispatch Center.

Section 11.07 Holidays:

a) Each Dispatcher will continue to receive eight (8) hours of Holiday Pay. Dispatchers who work twelve (12) hours on a Holiday will be paid double time for the time worked.

ARTICLE XII
MANAGEMENT RIGHTS

Section 12.01 The right to employ, promote, discipline, and discharge employees, for just cause, is reserved by and shall be vested in the Cooperative. In the event any action by the Cooperative in this connection is discriminatory, such action shall be subject to the grievance procedure herein provided. Promotions and increase or decrease of number of employees shall be made as provided in the seniority clause in this Agreement. The Cooperative reserves the right to change from time to time the qualifications for any position, due to change in methods or use of improved equipment. The Cooperative shall have the sole management of the property and the

right to determine how many men it will employ or retain, together with the right to exercise full control of its business. This paragraph shall not be used to discriminate against any member because of his lawful Union activities.

During the negotiations leading to this Agreement each party had the opportunity to present proposals and to bargain about all aspects of wages, hours and conditions of work. Such opportunity having been accorded and this Agreement being the result, each party hereto waives the right to bargain on any subject, for the term of this Agreement, whether or not it was discussed in negotiations and whether or not it is specifically covered in this Agreement.

The Union and the Cooperative agree that this Agreement is intended to cover all matters affecting wages, hours, and working conditions between the parties during the term of this Agreement. The Union and the Cooperative further agree that all past practices, and any other written and oral agreements which were made between the parties prior to the execution of this Agreement, are hereby replaced by this Agreement. However, should the parties in the future locate a prior written agreement settling a dispute and signed by the parties, which the parties did not remember and discuss during the negotiations leading to this Agreement, such signed settlement agreement shall continue to be followed unless that agreement language is contrary to the language of this Agreement.

This Agreement shall take effect after execution by the contracting parties and when approved by the International President of the International Brotherhood of Electrical Workers and shall remain in full force and effect through December 31, 2025. After December 31, 2025, this Agreement shall continue in effect from year to year unless it is cancelled or amended by the giving of sixty (60) days written notice before the end of any contract year by either party to the other; if amendment is desired, proposed amendment shall accompany the notice. Changes mutually agreed to may be made at any time.

other; if amendment is desired, proposed amendment shall accompany the notice. Changes mutually agreed to may be made at any time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 28th day of February, 2023.

M & A ELECTRIC POWER COOPERATIVE


By: 
Gary Cook
President

Date: 3/17/23

**LOCAL UNION NO. 702, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
(AFL-CIO)**

By: 
Steve Hughart
Business Manager

Date: 3/17/23

By: 
Ricky Buchheit
Business Representative

Date: 03/07/2023



APPENDIX
HOURLY WAGE RATES

Percentage Increase	Current Rate	2.50%	5.00%	4.80%
		<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
CLASSIFICATIONS		03/01/2023	01/01/2024	01/01/2025
Crew Leader	47.17	48.35	50.77	53.21
Lead Lineman	45.83	46.98	49.33	51.70
Journeyman	44.78	45.90	48.20	50.51
Groundman/Truck Driver	37.29	38.22	40.13	42.06
Substation Journeyman	44.78	45.90	48.20	50.51
Mechanic	44.47	45.58	47.86	50.16
Dispatcher	43.95	45.05	47.30	49.57
Lead Equipment Operator	44.47	45.58	47.86	50.16
Equipment Operator	44.18	45.28	47.54	49.82
R.O.W. Laborer	32.00	32.80	34.44	36.09
Storeroom Clerk	40.82	41.84	43.93	46.04
Storeroom Clerk Assistant ¹	37.63	38.57	40.50	42.44

Lineman Apprentices shall be paid the percentage of the Journeyman rate set forth below:

4 th Yr. Apprentice - 92.5%	41.42	42.46	44.59	46.72
3 rd Yr. Apprentice - 90.0%	40.30	41.31	43.38	45.46
2 nd Yr. Apprentice - 87.5%	39.18	40.16	42.18	44.20
1 st Yr. Apprentice - 85.0%	38.06	39.02	40.97	42.93

Dispatcher Apprentices shall be paid the percentage of the Dispatcher rate set forth below:²

4 th Yr. Apprentice - 92.5%	40.65	41.67	43.75	45.85
3 rd Yr. Apprentice - 85.0%	37.36	38.29	40.21	42.13
2 nd Yr. Apprentice - 80.0%	35.16	36.04	37.84	39.66
1 st Yr. Apprentice - 75.0%	32.96	33.79	35.48	37.18

¹ The job requirements of the Assistant Storeroom Clerk position will include the employee obtaining and maintaining a valid Missouri For-Hire License (Class E).

² The Cooperative may, at its discretion, place a new hire or internal bidder into a higher apprentice step to begin based upon existing knowledge, skills, and/or abilities.