

**COLES-MOULTRIE ELECTRIC COOPERATIVE  
BARGAINING UNIT  
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**AGREEMENT BETWEEN**  
**COLES-MOULTRIE ELECTRIC COOPERATIVE**  
**AND**  
**LOCAL UNION NO. 702**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**AFL-CIO**

THIS AGREEMENT made and entered into this 1st day of October, 2023, by and between COLES-MOULTRIE ELECTRIC COOPERATIVE, party of the first part, hereinafter called the "Cooperative," and LOCAL UNION NO. 702 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, party of the second part, hereinafter called the "Union."

THIS AGREEMENT and the provisions thereof, when signed by the authorized representatives of the Cooperative and the Union shall be binding upon the Cooperative and the Union, their successors and assigns and shall be in effect until and including September 30, 2027, and shall continue in full force and effect from year to year thereafter until it has been canceled or amended by the giving of sixty (60) days written notice from one party to the other.

In the event of merger or consolidation, all terms and conditions of this agreement shall remain in full force and effect until the end of the term of the agreement.

**ARTICLE I**  
**SCOPE OF AGREEMENT**

**Section 1.01:**

The Cooperative recognizes the Union as the exclusive bargaining agent and representative of the employees for the classifications set forth in Appendices A & B. Those classifications as set forth in Appendix A are referred to Outside Department and those classifications as set forth in Appendix B are referred to Inside Department. All managerial employees, supervisors, confidential employees, and meter readers are excluded from this Agreement.

**Section 1.02:**

It shall be a condition of employment that all employees of the Cooperative covered by this Agreement as set forth in Section 1.01 who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. New employees and present employees who are not members of the Union on the effective date of this Agreement shall become and remain members in good standing in the Union on the thirty-first day following the effective date of the Agreement or the date of their employment whichever is the later and must, as a condition of employment, remain a member in good standing as that term is construed under the law.

**Section 1.03:**

A service fee in the amount equal to Union dues and initiation fees will be checked off of pay only on the separate written order of the individual employee. The dues check off card will not be automatically revoked by resignation from the Union.

**Section 1.04:**

The Cooperative agrees that it will not enter into or continue the subcontracting of any work which is ordinarily and customarily done by its regular employees if there are any employees on layoff; or if as a direct result thereof, employees will be laid off, required to move to other reporting centers, or to accept a lesser rate of pay. As to outside department work, the Cooperative agrees that it will not subcontract to any employer which does not pay wages and fringe benefits at least equal to those provided for in this agreement, or is not covered by an AFL-CIO contract, or as otherwise agreed to by the parties.

**Section 1.05:**

Management shall not perform work normally assigned to bargaining unit employees except in emergency situations where no bargaining unit employees are available.

**Section 1.06:**

Nothing in this Agreement shall prevent the Cooperative from temporarily employing specialists to supervise or perform work of a specialized nature which laid off employees are unable to perform.

**Section 1.07:**

Employees shall use best available practices and methods in completing their responsibilities and assigned tasks.

**ARTICLE II**  
**UNION REPRESENTATION**

**Section 2.01:**

The Union will notify the Company in writing the identity of such representatives. Representatives will be identified as stewards or alternate stewards.

**Section 2.02:**

Until such time as the Union and Company deems it necessary, there will be no more than one such representative per department, plus alternate.

**Section 2.03:**

At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for just cause) may be announced, a Union representative may be present if the employee so requests.

**Section 2.04:**

A representative of the Union, who is on the payroll of the Company, will be paid at his/her regular rate of pay only for time spent in conference with representatives of the Company under the provisions of Article III of this Agreement or in other meetings scheduled by management during the Union representative's scheduled normal hours.

**Section 2.05:**

Such representative shall not leave his work station during work hours without prior permission of his supervisor. Union representatives performing routine investigative work on behalf of the Union or a Union member shall do so on non-work time unless otherwise permitted by management, which

permission shall not be unreasonably denied based upon operational needs and work schedules. Except as provided herein, employees shall not engage in Union activities during scheduled work time.

### **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **Section 3.01:**

The parties agree that the operations of the Cooperative upon which the employees covered in this Agreement are to be engaged are essential to the welfare of the community served by it and recognize their obligations to furnish continuous electric service.

#### **Section 3.02:**

The Cooperative agrees to meet with and to treat the duly accredited representatives of the Union in the following manner on differences that may arise between the Cooperative and the Union.

#### **Section 3.03:**

a.) A grievance is defined as any disagreement arising between the Cooperative and any employee, employees and/or the Union. A grievance must be presented orally by the employee and steward to the employee's supervisor within five (5) working days of the event which first gave rise to the grievance. Unless the grievance is resolved at that time, the grievance must immediately be reduced to writing.

b.) The Union and supervisor shall meet on the grievance within five (5) working days of when the grievance was reduced to writing, and the supervisor shall answer within five (5) working days. If the supervisor fails to answer, the grievance is sustained.

c.) If the Union disagrees with the supervisor's answer, the Union must appeal within five (5) working days. A Business Representative of the Union and the Cooperative President & CEO or his designated representative shall meet to discuss the grievance in a reasonable period of time. The Cooperative shall answer within five (5) working days or the grievance is sustained.

d.) If the Union disagrees with the Cooperative's answer, it must request arbitration in writing within thirty (30) working days. The parties shall request a panel of seven (7) arbitrators from the FMCS. The parties shall immediately strike names from the panel alternately until only one name remains, who shall be the arbitrator.

#### **Section 3.04:**

The arbitrator shall only interpret the Agreement and has no authority to add to, delete from, or modify the terms of the Agreement.

#### **Section 3.05:**

The parties shall equally bear the fees and expenses of the arbitrator. The arbitrator's decision shall be final and binding. If a court reporter is requested, the party requesting the court reporter pays for this service and furnishes a copy to the other party.

## **ARTICLE IV**

### **SENIORITY**

#### **Section 4.01:**

Seniority, as used herein, is defined as a total length of employment credit accruing through employment in the Cooperative to a regular employee in the manner and to the extent hereinafter set forth which entitles him to the rights and preferences provided for in this Article.

#### **Section 4.02:**

Seniority for each regular employee who has been employed as such for six (6) months within a period of twelve (12) consecutive months under this Agreement, shall begin as of the first day of such employment unless his seniority has been broken as hereinafter provided in Section 4.04. If his seniority has been broken and he is reemployed, then and in that event his seniority, after having been reemployed for a period of six (6) months within a period of twelve (12) consecutive months, shall begin on the first date of reemployment after his most recent loss of seniority hereunder. Such six (6) month periods set forth above shall constitute a probationary period of employment and an employee terminated during his probationary period shall not have recourse to the grievance procedure. Probationary employees shall receive all benefits subject to the terms of this agreement, except the use of vacation and paid leave. They will, however, accrue these benefits.

Should two (2) or more employees begin working on the same calendar day, such employees' seniority shall be determined by the drawing of lots and they shall be credited with seniority according to the number drawn.

#### **Section 4.03:**

When making a reduction in the number of employees due to lack of work and when recalling employees, the following procedure will apply:

- a.) The Cooperative shall remove employees from the affected classification(s) by inverse seniority.
- b.) An employee who is laid off shall have the right to exercise his seniority on any employee in either Department with lesser seniority, up to and including first step lineman apprentices, as long as he is qualified to perform the work, with minimal training and instruction.
- c.) Employees laid off shall be paid in full to date of layoff on the next regular pay period. Regular employees shall be given a four (4) week notice or four (4) weeks pay prior to date of layoff.
- d.) When adding employees, those having established seniority most recently laid off on account of curtailment of work shall be the first among those holding seniority to be re-employed if available and physically able to return to work and qualified to perform the work with minimal training and instruction.

#### **Section 4.04:**

Seniority shall be broken for any of the following reasons:

- a.) Resignation;
- b.) Discharged for just cause and not reinstated;

- c.) Failure to call in for three (3) consecutive working days;
- d.) Failure to return to work from layoff on the designated date, provided, however, the Cooperative agrees to send any notice of recall by registered mail at least seven (7) days prior to the reporting date;
- e.) Overstaying a leave of absence without written approval;
- f.) If an employee is laid off for twelve (12) consecutive months, he shall, however, not lose his seniority if it exceeds the twelve (12) months unless he is laid off for a continuous period equal to the seniority he had acquired under Section 4.02 of this Article at the time of layoff. In the event that an employee with five (5) or more years of service is laid off in excess of five (5) continuous years, then the seniority of such employee shall terminate;
- g.) Notwithstanding any of the other terms hereof, an employee who has been laid off shall deem to have lost all accumulated seniority and all rights to be re-employed unless he registers with the Cooperative either in person or by registered mail, at least once each year and within thirty (30) days prior to the following January 1 of the year under consideration.

**Section 4.05:**

Promotions to the classifications set forth in this Agreement shall be based on seniority, ability and qualifications. Ability and qualifications being sufficient, seniority shall prevail.

- a.) If there are no qualified employees in the department under consideration who will accept the promotion, then promotions shall apply to employees in the other department.
- b.) Should an employee refuse a promotion, it shall have no effect on his future promotions.
- c.) An employee promoted to a new position will be given a period of two (2) months to demonstrate his qualifications and ability. If he does not qualify in that time period, he shall be returned to the work and classification he formerly held. In the event of an extended absence during the specified time period, the Cooperative and union will determine an adequate extension.
- d.) When vacancies occur or when new positions are created within the classifications of this Agreement, the Cooperative will send a notice to all employees electronically (email). The employees will have 7 calendar days to electronically respond (email) to Human Resources stating they are bidding on the position. The Cooperative will notify the Local Union Business Representative of the posting.
- e.) The Cooperative reserves the right to select foremen, subject to the following provisions:
  - 1.) Qualifications and abilities being equal, seniority will prevail;
  - 2.) Qualifications of the candidate are to be discussed by Management with the Union;
  - 3.) The candidate must have been a Journeyman Lineman or (Line Clearance Journeyman with respect to the Forestry Crew) at Coles-Moultrie Electric Cooperative for a minimum of three (3) years.

f.) An employee must have, or be qualified to obtain within sixty (60) days, a valid CDL in order to bid on a position that normally requires the operation of vehicles classified as Commercial Motor Vehicles.

**Section 4.06:**

An employee, if he has established seniority, and he can be separated from duty, may be granted a leave of absence by the Cooperative. An employee who works while on leave of absence without written Cooperative permission shall be terminated.

**Section 4.07:**

An employee who suffers an injury on the job shall continue to accumulate seniority and be allowed to return to his former position within three (3) years, if he makes application to return to work within ten (10) working days of being pronounced as fit to return by the Cooperative physician, if he is physically qualified to resume the work.

**Section 4.08:**

The Cooperative and the Union may, by mutual agreement, suspend or alter the provisions of this Article in case of a mutual desire to provide employment for an employee who has been partially disabled while in the employ of the Cooperative on or off duty or while on authorized leave serving in the United States Military Service.

**Section 4.09:**

The Cooperative will allow employees to return to work on light duty if there is productive work available that the employee can perform within the restrictions of his light duty release.

Employees returning to work on light duty will do so in accordance with the following procedures:

- a.) An employee returning to work on light duty must provide the Cooperative with a physician's statement indicating his light duty restrictions.
- b.) It is not the Cooperative's intent to allow an employee to return to work on light duty on a permanent basis or for an undetermined period of time. Therefore, an employee's light duty status will be reviewed at the end of thirty (30) days to determine whether the light duty status should be extended.
- c.) Employees on light duty will work in their respective departments if productive work is available for which they are capable. If it is not, then the employee may be assigned to light duty work outside their classification such as working with the Planning Department, writing procedure for Operations, working on projects in which they will be beneficial, or other work that is practical for their limitations.
- d.) An employee who returns to work on light duty is eligible for overtime and work on a holiday within the restrictions of his light duty release. If the nature of the overtime work or holiday work is unknown an employee on light duty will not be offered the overtime or holiday work. The employee must be working eight (8) hour workdays in order to be eligible. Further, failure of the Cooperative to offer overtime will not be grievable.

Employees on light duty will be eligible for upgrade if they are able to perform the full duties of the upgraded job or if the upgraded duties are within the restrictions of their light duty release. If the upgraded duties are unknown, the employee on light duty will not be offered the upgrade.

e.) An employee who returns to work on light duty must be physically capable of working an eight (8) hour workday.

f.) An employee who is placed on light duty has the responsibility and obligation to notify the Cooperative immediately of any changes in his light duty status. This agreement cancels and supersedes all other agreements concerning light duty.

## **ARTICLE V**

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

#### **Section 5.01:**

a.) The normal hours of work shall be (8) hours per day, Monday through Friday. Employees in the Inside Department will normally work 7:30 a.m. – 4:30 p.m. The General Foreman in the Outside Department will normally work 7:30 a.m. – 4:00 p.m. with a 30-minute unpaid lunch period, and that lunch period will be from 12:00 p.m. – 12:30 p.m.

Other employees in the Outside Department will normally work 7:30a.m. - 3:30 p.m. with a 20-minute lunch period to be taken at the employees' job site from 11:50a.m. – 12:10 p.m. (If the designated lunch period proves to be unsatisfactory, it may be changed by mutual agreement.)

Any unusual circumstances concerning the paid lunch period at the jobsite will be handled by the employee and his supervisor.

Normal hours of work will not be changed except by mutual consent of the parties.

b.) Employees in the Inside Department will receive a one-hour unpaid lunch period. The lunch periods shall be staggered to maintain the operations of the Cooperative. Employees may swap lunch periods on a particular day with permission of their supervisor, which permission shall not be unreasonably denied.

c.) If an employee performs work during his lunch period for the purpose of restoration of service or public safety and contacts the office, or as otherwise directed by management, he shall be paid overtime for the actual time worked. If an employee, except for those employees in the Operations Department who normally work from 7:30 a.m. – 3:30 p.m., works through his lunch period he will not receive a lunch period but will be paid for the actual time lunch takes. Lunch for outside personnel will be eaten at the work location unless the employee received prior permission to eat elsewhere. Such permission will not be unreasonably withheld.

d.) There may be occasions which require the Cooperative to request an employee to change their lunch period. This change will be subject to agreement by both parties. (Examples may include employees that normally have different lunch periods are requested to work together on a project, change in lunch periods due to in-house meetings, or training sessions.)

e.) The Cooperative shall have the right to schedule employees on a ten (10) hour day/four (4) day week schedule without 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 employees work the four (4) day schedule not later than 4:30pm of the preceding Friday for work to begin on Monday, however, when practical and reasonable, the Cooperative will provide a minimum of one (1) week advance notice.
- 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 (1 ½) for all hours in excess of ten (10) hours per day and if work is performed on the fifth (5<sup>th</sup>) work day.

**Section 5.02:**

When conditions require that an employee shall work at a distance from his permanent headquarters and remain away from his permanent headquarters overnight, the Cooperative shall either provide meals and lodging or reimburse the expenses actually incurred for meals and lodging. When possible, separate rooms will be provided. Employee(s) shall provide an itemized receipt for all expenses (e.g. expenses to be reimbursed, and expenses paid for using the Cooperative's credit card).

Travel time spent by employees to or from training sessions or seminars outside of normal working hours will be compensated at the appropriate overtime rate, up to a maximum of two (2) hours per day, unless the one-way mileage exceeds ninety (90) miles.

**Section 5.03:**

If an employee is called out and reports to work more than one (1) hour prior to his scheduled starting time and works continuously on a regular workday, he shall receive a meal allowance for breakfast and lunch. If an employee works more than one (1) hour past his scheduled quitting time on a regular work day he shall receive a dinner allowance and a meal allowance every five (5) hours thereafter. On regular workdays, the breakfast meal period shall be the one (1) hour period immediately preceding his scheduled starting time, and the dinner meal period shall be the second hour following his normal quitting time and the appropriate meal allowance will be paid if work is performed during these periods.

Meal periods on overtime days, including holidays or days designated as a holiday, shall be breakfast (7:00 - 8:00 a.m.), lunch (12:00 - 1:00 p.m.), and dinner (5:30 - 6:30 p.m.). An employee who works during one of these periods on other than a normal work day will receive the appropriate meal allowance, except that an employee who begins prearranged overtime work on weekends, holidays or during the normal work week less than two hours before their normal Monday - Friday starting time shall not be paid a breakfast allowance. In no event shall an employee be required to work more than five (5) continuous hours without a meal allowance. The employee shall be paid at the overtime rate for the time required to eat said meals.

The following allowances shall be established for meals: Breakfast - \$15.00, Lunch - \$20.00, and Dinner - \$30.00. Approved meal allowances at times other than breakfast, lunch, or dinner shall be \$15.00.

When the Cooperative provides a meal for breakfast, lunch, and/or dinner, the employee does not receive a meal allowance.

**Section 5.04:**

All employees covered by this Agreement shall receive full time employment, unless they are laid off, provided they are ready and in condition to perform the work.

**Section 5.05:**

All scheduled work in excess of regular hours shall be paid at the rate of time and one-half except as provided in this Agreement.

All weekend work and jobs scheduled outside regular working hours shall be offered by low overtime hours to the qualified employees within each department. If there are not enough volunteers the Cooperative will man the job by reverse order of seniority of the qualified employees.

Unscheduled daily overtime or scheduled daily overtime on the same job will be performed by the employees assigned to that job.

It is the intent of the parties to offer overtime as equitably as possible during each year of the Agreement. In the event the Cooperative management decides to lend assistance to other cooperatives or utilities, such opportunities will be first offered to personnel highest on the overtime listing.

Overtime worked away from the Cooperative in such circumstances will not be counted in the overtime listing.

Overtime starts when the employee accepts an overtime callout. Year-to-date overtime hours shall be posted on the bulletin board every pay period.

**Section 5.06:**

a.) One journeyman lineman shall be on standby each week on a rotation basis and receive standby pay of \$319.68 for the first year of the contract per week from 8:00 a.m. Tuesday to Tuesday beginning October 1, 2023. Employees on standby shall drive a company vehicle to and from the residence in order to respond to calls directly from the residence. While on standby, the employee shall be allowed to operate the company vehicle to attend functions related to the employee's normal routine as long as the employee stays within the required thirty (30) mile radius of the office (See Section 5.06 c.). While attending such functions, the employee shall be available to respond to calls immediately from that function's location. When an employee is unable to standby for any reason, he shall recruit his own replacement and notify management of such. Dollar amounts for the subsequent years are as follows:

10/01/24	\$329.27
10/01/25	\$339.15
10/01/26	\$349.32

When a new Journeyman Lineman is hired from outside the Cooperative he shall be added to the existing on-call schedule after ninety (90) days. Within said ninety (90) days, the Journeyman Lineman must work as the 2<sup>nd</sup> man out no less than three (3) times (to learn policy, procedure, and work practices after hours). After completing his ninety (90) days and three (3) month evaluation, the Journeyman Lineman will complete two (2) different on-call weeks, each with a 2<sup>nd</sup> Journeyman Lineman to assist. Then he will take on-call as normal. Both Journeyman Linemen shall receive stand-by pay for the week, and both shall drive a company vehicle to and from the residence in order to respond to calls directly from the residence. The newly hired Journeyman Linemen shall be the primary employee on-call. The primary Journeyman Lineman is to respond to the callout, while the secondary Journeyman Lineman stands by until it is determined that he is needed. When it is determined that he is needed, he shall respond accordingly.

When an in-house Line Apprentice successfully completes Line Apprenticeship Program, and becomes a Journeyman Lineman, he will then be included in the on-call schedule. He will complete two (2) different on-call weeks, each with a 2<sup>nd</sup> Journeyman Lineman to assist. Then he will take on-call as normal. Both Journeyman Linemen shall receive stand-by pay for the week, and both shall drive a company vehicle to and from the residence in order to respond to calls directly from the residence. The newly promoted Journeyman Linemen shall be the primary employee on-call. The primary Journeyman Lineman is to respond to the location, while the secondary Journeyman Lineman stands by until it is determined that he is needed. When it is determined that he is needed, he shall respond accordingly.

b.) A second journeyman shall be called unless it is determined that the trouble is in the customer's individual circuit breakers, or unless the callout is for the purpose of connects, or disconnects, or unless the callout is for an individual outage in which the journeyman lineman may safely re-fuse an externally fused transformer.

In no event shall the journeyman lineman disconnect the primary lead of the transformer from the primary line unless a qualified dispatcher has been contacted. Further, the journeyman lineman shall not place himself in a hazardous situation.

The journeyman lineman shall request a second journeyman lineman if the transformer is not an externally fused transformer, or if a second lineman is needed for safety considerations. Such a request shall not be denied. If a second journeyman is not secured, the employee receiving standby pay shall still respond to determine the extent of the outage until additional help can be obtained, but shall not otherwise perform any work except as specified in this subsection.

c.) Employees on standby are required to stay within a thirty (30) mile radius of the headquarters and to carry an active cell phone. The Cooperative will provide an active cell phone if the employee chooses to use it for the purpose of responding to outage calls.

d.) Any employee not on standby who receives a call from an authorized Cooperative representative and is able to perform the required work without leaving home shall be eligible for a minimum of one (1) hour inconvenience pay at the appropriate rate.

e.) No employee shall be assigned to standby more than thirteen (13) weeks in a contract year unless otherwise mutually agreed.

#### **Section 5.07:**

When an employee is called to work outside his regular working hours, he shall be paid as follows:

a.) If he reports to the Cooperative after regular working hours and more than one hour before his normal starting time, he shall receive not less than two (2) hours inconvenience pay at the rate of time and one-half (1 1/2) except that if he works longer than two (2) hours, he shall receive time and one-half (1 1/2) for the entire time worked before his regular starting time after which his regular rate of pay will become effective.

b.) If he reports to the Cooperative less than one hour prior to his normal starting time, he shall receive one (1) hour pay at the rate of time and one-half (1 1/2).

#### **Section 5.08:**

The following will be recognized as holidays and all eligible employees will be excused from work with eight (8) hours straight time pay: New Year's Eve, New Year's Day, Good Friday, Memorial Day,

Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day. Should any above listed holidays fall on Saturday or Sunday, the preceding Friday or following Monday will be observed as a holiday. An employee must work the full day before and after the holiday to receive holiday pay, unless he is on authorized leave or unless otherwise excused.

Employees who are veterans of the U.S. Armed Forces or National Guard will be allowed four (4) hours off with pay to participate in, or attend, activities on Veteran's Day that honor the service of veterans. Such time off shall not be considered a vacation time or other paid time off and is not subject to carryover, or accrual. Further, such time off is not available if Veteran's Day falls on a Saturday or Sunday, or if significant outages require the presence of all available personnel.

**Section 5.09:**

When employees are called for work on Sundays or holidays as recognized in Section 5.08, they shall receive double time for the entire time worked in addition to any pay due in Section 5.08 and in no case shall they receive less than two (2) hours pay at the rate of double time.

**Section 5.10:**

When there is more than a two (2) man crew, a journeyman shall be designated as foreman, but he will also perform work in addition to his foreman duties. When there is a two (2) man crew, a journeyman shall be designated as a leadman, but he will also perform work in addition to his leadman duties.

**Section 5.11:**

a.) A joint safety committee of the Cooperative and the Union will be established to investigate accidents, discuss safety rules and act in an advisory capacity to the Cooperative on safety matters.

b.) Each employee will furnish his own clothing, except for those employees covered by section 5.11 (c), and the Cooperative will furnish employees with proper safety appliances required by the Cooperative, subject to Section 5.19, 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 use them at all times when necessary.

All employees so required shall wear safety glasses when physically working. The Cooperative shall provide two pair of non-prescription safety glasses at all times. Upon damage to a pair of non-prescription safety glasses, the employee will present the damaged pair to the Cooperative for replacement. Employees shall be allowed to provide safety glasses of their choosing if such eyewear meets ANSI/OSHA standards. Such eyewear shall not be eligible for replacement if damaged. The Cooperative will reimburse an employee who requires prescription for safety glasses up to a maximum amount of \$150.00 per 2-year period.

c.) In order to comply with OSHA regulations, the Cooperative will provide a sufficient number of FR/AR pants and shirts to those Operations employees who may be exposed to arcing or flames during his normal duties, including outage situations.

The Cooperative will provide one (1) FR/AR rain suit, one (1) FR/AR light jacket or hooded sweatshirt, ten (10) 100% cotton T-Shirts, one (1) FR/AR insulated bibs or coveralls and one (1) FR/AR heavy winter coat to Operations personnel who may be exposed to flash or arc hazards during their normal duties, including outage situations.

The Cooperative reserves the right to select OSHA compliant clothing. If an employee elects to upgrade to other OSHA compliant clothing, the employee may do so at their own expense.

Employees are required to wear suitable FR/AR clothing when working within a work zone that may expose them to arc or flash hazards. An employee that enters an energized substation during an outage situation, to perform switching, or to perform the routine monthly inspections shall wear suitable FR/AR clothing. Non-ARC rated clothing worn under the FR clothing must be made of all natural, non-melting fibers. Employees working on/near the roadway are required to wear a high visibility upper garment.

Further, the employee will be expected to provide “reasonable” care for the FR/AR clothing and return the FR/AR clothing to CMEC for laundering, repair or replacement (rental clothing only). In such case where the FR/AR clothing is purchased, the employee shall be trained properly and be responsible to launder his own FR/AR clothing. The employee shall also return the clothing to the Cooperative for repair or replacement.

d.) The Cooperative will provide an annual clothing allowance for all employees not covered by Section 5.11 (c) equaling \$75.00. The allowance may be used for CMEC/Touchstone Energy clothing purchased through the Cooperative.

e.) The Cooperative shall provide reimbursement for two (2) pair of unlined gloves and two (2) pair of winter gloves at all times to employees exposed to hazards that risk injury to the hands. Such gloves shall be worn when handling material, rigging, or pulling ropes. The established maximum reimbursement for unlined gloves shall be \$25.00 per pair and for winter gloves shall be \$40.00 per pair.

f.) The clothing will be sold “at cost” and must meet logo criteria as determined by the Cooperative. Unused portions of the allowance will not be refunded.

g.) The Cooperative will provide a boot allowance for Outside Personnel. This amount will be \$200.00 per year and it will be paid upon receipt. Yearly amounts may accumulate for payment. In order to qualify for reimbursement, the boots shall be designated by the manufacturer as a “Purposed Lineman Boot”.

h.) All work assignments shall be performed in a manner considered safe by the employees assigned the work and management. Any dispute over safety which cannot be resolved at the job site shall be investigated by both the Union and the Cooperative representative and mutually agreed to before work continues.

i.) The Cooperative will not require employees to do construction or maintenance work outside in inclement weather unless such work is necessary to protect life or property or restore service to the public.

#### **Section 5.12:**

An employee using his personal vehicle on Cooperative business with authorization shall be reimbursed according to the present mileage rate as recognized by the Internal Revenue Service.

#### **Section 5.13:**

All painting within an energized substation or energized towers, poles, and other structures supporting any wires or busses shall be the work of journeymen and apprentices.

**Section 5.14:**

Employees who have worked for fourteen (14) consecutive hours (including meal periods) shall be allowed a rest period of eight (8) hours before returning to work. Pay shall be allowed for the hours of regular working schedules not worked when this rest period extends into the employee's next regular working schedule. If an employee works fourteen (14) consecutive hours and it is mutually agreed the employee may continue to work, he shall be paid double time for work performed in excess of such fourteen (14) hours. If an employee is recalled to work after his regular work day and within six (6) hours of having been released, the hours worked consecutively prior to his recall shall be computed for the purpose of determining such fourteen (14) hours.

**Section 5.15:**

In the event the Cooperative establishes additional headquarters, all positions shall be posted and bid.

**Section 5.16:**

On trouble call outs the employee in charge, after first determining the extent of trouble, has the responsibility to determine if additional help is needed. The dispatcher shall be authorized to call the additional help.

**Section 5.17:**

All first-aid equipment is to be furnished by the Cooperative. Employees are responsible to see that replacements are made when arriving at headquarters after using any first-aid supplies.

The individual in charge of each truck or crew is to be responsible to see that the item above is carried out.

**Section 5.18:**

An employee performing jury service during his regularly scheduled hours shall do so without loss of pay and shall remit his per diem for such service to the Cooperative, provided the employee presents the jury summons to the manager of the Cooperative the first scheduled work day following its receipt. An employee must contact his supervisor if he is released from jury duty before the end of his work day to determine if he should report to work.

**Section 5.19:**

Each Outside Department employee will be required to furnish the first set of personal tools and equipment at no expense to the Cooperative. Such tools and equipment must be in good condition and include the following:

One 22-ounce hammer; one 12-inch adjustable wrench; one 8-inch adjustable wrench; one skinning knife; one 72-inch nonconductive folding rule; one pair 9-inch pliers; one large flathead screwdriver; one 1/2-inch drive ratchet with 1/2, 9/16, 3/4, and 7/8 sockets, and one 9/16 deep-well socket; one 1/2 x 9/16 speed wrench; one 5/8 x 3/4 speed wrench; and one pair of 9 inch channellocks.

The personal tools and equipment furnished by the employee and the Cooperative shall be replaced by the Cooperative with tools and equipment of comparable quality when worn out or broken in service to the Cooperative; provided the worn out or broken items are turned in to the Cooperative.

In the event an employee fails to complete his apprenticeship, he shall reimburse the Cooperative for tools or equipment provided to him for the purpose of becoming a Journeyman.

**Section 5.20:**

Those fringe benefits provided by the Cooperative through NRECA shall continue at the same level of benefit and the same level of Cooperative and employee contributions, except for the 401(k) Plan. The Cooperative will match the employee's contribution to the 401(k) plan, up to 3% of the employee's base pay.

**Section 5.21:**

Pay periods shall be bi-weekly, with payroll checks distributed no later than the Thursday following the end of the previous pay period on Friday. The Cooperative will determine how time is recorded.

**Section 5.22:**

In the event that any of the provisions of this Agreement shall conflict with any State or Federal law or presidential regulations, 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 Agreement shall remain in full force and effect.

**Section 5.23:**

There shall be no discrimination regarding hire or tenure of employment because of race, creed, color, national origin, sex, religion, age or handicap as protected by federal or state law.

**Section 5.24:**

In applying and interpreting the terms of this Agreement, the use of the masculine pronoun (he or him) is all-inclusive of employees covered by this Agreement and refers to the feminine gender (she or her) as well as to the masculine.

**Section 5.25:**

Operation employees may live within a thirty (30) mile radius of the headquarters where they report to work. It is understood to protect life and property, the Cooperative may call out a person that is nearer to the problem. In these cases, the person bypassed is not subject to a restitution claim.

**Section 5.26:**

In the event the Cooperative sends an employee out of the Cooperative territory on Cooperative business, the Cooperative will make available a Cooperative credit card to cover expenses. The Cooperative will reimburse the employee for expenses actually incurred should the Cooperative credit card not be accepted. Employee(s) shall provide an itemized receipt for all expenses (e.g. expenses to be reimbursed, and expenses paid for using the Cooperative's credit card).

**Section 5.27:**

It is an employee's obligation to provide the Cooperative with any changes in his address or phone number.

**Section 5.28:**

Any employee who is temporarily transferred to a higher rated classification shall receive the higher rate for all hours worked.

**Section 5.29:**

a.) The Cooperative retains the right to test employees for drugs in accordance with the Federal Drug-Free Workplace Act of 1988, the Illinois Drug-Free Workplace Act of 1990, and Federal and State of Illinois Department of Transportation regulations.

b.) Further, "an employee who voluntarily seeks assistance for a substance or alcohol abuse problem, and who is medically determined to have such a problem, will be eligible for paid leave benefits for only the initial rehabilitation process. Such paid leave benefits may be conditional upon the employee's active participation in a formally recognized rehabilitation program, as indicated by the Employee Assistance Program (EAP) or any successor of this Cooperative.

Treatment and rehabilitation for subsequent substance or alcohol abuse would be at the employee's expense, subject to insurance coverage limitations. Further, the employee would not be eligible for paid leave benefits and may be subject to termination.

**Section 5.30:**

Each employee shall receive a fifteen (15) minute break in the first half and second half of his shift.

**Section 5.31:**

The practice of employees being allowed to use Cooperative vehicles, equipment, or property is hereby discouraged due to the Cooperative's concern over liability issues.

**Section 5.32:**

The Union and Company agree that irrespective of any contractual language to the contrary, the Company and the Union may take such actions as are necessary to fulfill their obligation to accommodate disabled employees pursuant to the Americans with Disabilities Act effective July 26, 1992, or as thereafter may be amended. The reasonableness of such actions shall be subject to the grievance and arbitration provisions of the Agreement.

Further, the parties agree to establish a Committee comprised of Union and management representatives to review and revise job descriptions to comply with ADA.

**Section 5.33:**

The Cooperative reserves the right to conduct performance evaluations of employees covered by this agreement. If performance evaluations are conducted, each bargaining unit employee must receive one. Exclusions are not permissible. The Cooperative agrees to provide a copy of the completed performance evaluation to the employee and to the Union.

**Section 5.34:**

The following employees will retain limited use of their respective vehicles in order to respond to after-hours calls directly from their residence.

- Field Engineer
- General Foreman

If responding directly to the field, overtime shall begin when the employee leaves the residence. If reporting to the office, overtime shall begin when employee clocks in.

Employees who retain limited use of Cooperative vehicles are subject to IRS requirements. Those requirements are as follows:

a.) The accumulation of miles for limited use shall be reported to the Accounting Dept and Human Resources.



b.) The miles shall be calculated at the standard IRS mileage rate. The total shall be added to the employee's payroll check.

c.) The employee shall pay the tax on the total calculated mileage cost.

"Limited Use" shall be normal use of the vehicle to commute to and from the employee's residence and reporting site.

Employees shall not use the vehicle for personal use, meaning no other use but commuting to and from the residence will be allowed. If there are circumstances in which the employee needs to use the vehicle for personal use, the supervisor must give permission for each specific occurrence. For personal use, the employee will be subject to the same IRS requirements as for limited use.

Use of a company vehicle for stand-by purposes is outlined in Article 5, Section 6, a.).

## **ARTICLE VI** **VACATIONS**

### **Section 6.01:**

There shall be established a vacation year, which shall begin on January 1 of each year of employment with the Cooperative.

### **Section 6.02:**

Once an employee has satisfied the probationary period, as stated in Section 4.02 of this agreement, the employee will be granted five (5) vacation days. Thereafter, at the second January 1<sup>st</sup>, the following schedule applies:

At Second January 1	10 Days
At Seventh January 1	15 Days
At Eleventh January 1	16 Days
At Fourteenth January 1	17 Days
At Sixteenth January 1	20 Days
At Twenty-third January 1	21 Days
At Twenty-fifth January 1	22 Days
At Twenty-seventh January 1	23 Days
At Twenty-ninth January 1	24 Days
At Thirty-first January 1	25 Days
At Thirty-third January 1	26 Days
At Thirty-fifth January 1	27 Days

Employees will be eligible to use accrued vacation effective with their anniversary date of employment.

### **Section 6.03:**

All employees shall request vacation by submitting the request in the Cooperative used timekeeping platform. Employees may turn in vacation requests from January 1 to March 31 of each year. Any such requests for a block of at least five (5) consecutive work days (including holidays) shall take precedence over a request for a lesser number of days, regardless of seniority. Requests for a block of at least five

(5) consecutive work days shall be governed by seniority of those requesting such blocks, as will requests for lesser periods of time.

Vacation requests after March 31 shall be on a first come, first serve basis, provided, however, a more senior employee may exercise his seniority within two (2) weeks of the junior employee's vacation request.

The Cooperative will, subject to service requirements, attempt to give each employee their vacation at the time the employee requests. Same day requests will be granted only with good reason and at the discretion of the Supervisor.

Any employee with three (3) weeks or more of vacation must take at least five (5) consecutive work days (including holidays). An employee may take the remainder of his vacation in units of one (1) hour or more. It is requested that employees notify their department head at least three (3) days, if possible, in advance of the date or dates they desire to take vacation time in such units. To be eligible for any vacation with pay the employee must have worked at least one (1) day in the previous calendar year.

#### **Section 6.04:**

If, as the result of the Cooperative's request and need for the employee's services, an employee cannot be scheduled to complete an entire vacation or any portion thereof prior to the end of that employee's vacation year, the employee may be scheduled to complete such unused vacation or portion thereof during the employee's next vacation year; Employees may carryover a maximum of four (4) weeks of vacation from the previous year, however, this will be paid at the rate that it was to be used. Carryover will be used first.

All earned vacation may be carried over into the next year if any employee is unable to take the vacation because the employee is on Worker's Compensation or is hospitalized.

### **ARTICLE VII** **PAID LEAVE**

#### **Section 7.01:**

After six months of employment, the Cooperative will allow paid leave, at the rate of eight (8) hours straight time pay per day not to exceed the eighth (8th) day of illness or injury. The Cooperative will then pay the difference between short term disability and net monthly earnings (gross minus legal deductions) for eligible employees at the rate of forty (40) hours per week for up to thirteen (13) weeks subject to the disability definitions of the Cooperative's Short-Term Disability insurance plan. The Cooperative will then pay the difference between long term disability and net monthly earnings (gross minus legal deductions) for eligible employees at the rate of forty (40) hours per week for up to thirteen (13) weeks subject to the disability definitions of the Cooperative's Long-Term Disability insurance plan. Regarding the Cooperative paying the difference of the benefit versus pay, the combination of Short-Term Disability and Long-Term Disability will not exceed twenty-six (26) weeks. Even though the long-term disability benefit may go beyond week twenty-six (26), the Cooperative will not be responsible to pay the difference of the benefit and the employee's pay. In the event of a workmen's compensation illness or injury, the Cooperative will pay the difference between workmen's compensation and net monthly earnings (gross minus legal deductions) for eligible employees at the rate of forty (40) hours per week up to twenty-six (26) weeks. In no case will an employee be entitled to more than his basic

take-home pay, that being his two-week wage at straight time minus legally required deductions, during the period of total temporary disability from work.

**Section 7.02:**

The Cooperative will allow reasonable paid time off for doctor's visits or hospitalization for any sickness in the immediate family. For clarification, "reasonable paid time off for doctor's visits" shall mean actual time required for an employee to see their local physician or dentist for routine treatment or preventative care, not involving surgical procedures or other specialized diagnosis or treatment.

The Cooperative will allow reasonable paid time off, which shall normally be three (3) working days off, when a death occurs in the immediate family, for purposes of attending the funeral and bereavement. Immediate family is defined as spouse, son or daughter, mother, father, mother-in-law or father-in-law, brother, sister, grandparents or grandchildren or an employee acting within a legal guardian relationship.

In the event of death of an employee's brother-in-law or sister-in-law or spouse's grandparents, the Cooperative will grant a Paid Leave of one (1) day for the purpose of bereavement and attending the funeral.

**Section 7.03:**

A physician's excuse will be required in order to qualify for paid leave in the event of absences greater than twenty-four (24) continuous working hours for the same illness or injury. The Cooperative retains the right to require a doctor's excuse or require a physical examination if the Cooperative has reason to believe an employee is abusing this policy.

The Cooperative and the Union will review excessive or abusive use of the Paid Leave.

**Section 7.04:**

Paid Leave may be reduced or eliminated for an individual if abuse is determined.

**Section 7.05:**

Paid leave benefits shall not be paid to any employee for injuries sustained while engaged in any gainful employment other than Cooperative business.

**Section 7.06:**

All employees shall be required to carry short-term and long-term disability insurance.

**Section 7.07:**

The Cooperative and Union agree that it is in their best interests to promote productivity and the good health of the employees. They believe these goals will be furthered by providing for wellness hours. An employee will be eligible for wellness hours off by complying with the following guidelines:

a.) An employee receives one (1) hour credit for wellness for each eighty (80) consecutive straight-time hours he works without being absent or tardy. The only absences for which an employee is credited are holidays and vacations.

b.) For purposes of administration, wellness time is calculated from the beginning of the next workday after a wellness credit is earned or the employee misses and is starting a new wellness period.

c.) An employee may earn up to twenty-six (26) hours of wellness credits in each calendar year.

d.) Wellness hours may be taken in increments of one-quarter (1/4) hour, however, the use of wellness time for outside personnel should not interfere with work in progress.

e.) An employee can rollover and accrue wellness hours.

**Section 7.08:**

Upon hire, each employee shall receive three (3) personal days off per year, to be used upon approval of the Cooperative. Unused personal days may be carried over and accrued.

**ARTICLE VIII**  
**APPRENTICESHIP SYSTEM**

**Section 8.01:**

Cooperative may employ not more than two (2) apprentices to each five (5) journeyman and foreman and not more than one (1) apprentice to each forestry journeyman and foreman.

**Section 8.02:**

The Cooperative agrees to participate in a mutually agreeable Journeyman Lineman Apprenticeship Training Program conducted or recognized by the Union. Any Cooperative employee who becomes an apprentice after the signing of this Agreement agrees to abide by the applicable rules and regulations of the Program.

**Section 8.03:**

a.) The program shall normally last thirty-six (36) months with advancement per the schedule referenced in Section 8.04, until the apprentice reaches the journeyman lineman classification.

b.) An apprentice who is absent from regular work in excess of one hundred sixty (160) hours during any apprenticeship progression wage rate excluding vacation time, shall not advance to the next higher wage rate step until he has subsequently worked additional regular working hours equal to the excess over one hundred sixty (160).

c.) If the Union should discontinue its present Apprenticeship Classroom Training Program, the duration of each apprenticeship progression wage rate step for those employees who have not completed said training program shall immediately thereafter be increased by three (3) months each.

**Section 8.04:**

Apprentices may perform the following work:

a.) First Six Months – Apprentices with no previous experience shall perform groundman's work and may use tools on the ground under the supervision of journeyman and/or foreman. If an apprentice has demonstrated the ability to advance to the second work step, he may. The decision to advance the apprentice will be at the discretion of management upon input from the Crew Foremen and General Foreman. Early advancement in this step will not alter the overall timeline of the apprenticeship.

b.) Next Six Months – Apprentices may perform work on lines that are not energized under the supervision of a journeyman or foreman.

c.) Next Nine Months – Apprentices may perform work in company with a journeyman on energized secondary circuits of not more than 600 volts.

d.) Next Fifteen Months – Apprentices may perform work assisting a journeyman on all classes of work.

**Section 8.05:**

Only journeymen are eligible to bid for vacancies on a crew.

**Section 8.06:**

Apprentices participating in the Lineman Apprenticeship Training Program or the Line Clearance Apprenticeship Training Program shall complete a daily log, provided by the Cooperative, documenting the various tasks performed and the time associated with the task for the purpose of evaluating the progress of the apprentice.

Foreman shall participate in meeting with the Cooperative to provide input for the purpose of evaluating participants in the Lineman Apprenticeship Training Program or the Line Clearance Apprenticeship Training Program. Evaluations are to be done monthly during the entire apprenticeship. This evaluation shall be given to the Apprentice Lineman by their supervisor, the Director of Operations and Engineering. Documentation of the evaluation shall be recorded in the format of the most recent review form provided by the Union. Such documentation shall be sent to the Union.

**ARTICLE IX**  
**TEMPORARY EMPLOYEES**

**Section 9.01:**

a.) Within the inside department, the Cooperative may hire temporary employees under the contract for reasons such as authorized leave of absence or intermittent customer demands.

b.) Within the outside department, all Groundmen Class "B" shall be known as temporary employees.

c.) The provisions of Articles IV, VI and VII, and Sections 5.02, 5.08 and 5.20 of Article V shall not apply to temporary employees.

**Section 9.02:**

Temporary employees who report for work in the absence of notice not to report, and in the event, they are called to work and report but are not then assigned, shall, in either case, be paid for two (2) hours at their straight time rate of pay for so reporting.

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

**Section 9.03:**

A temporary employee shall not have seniority until he has performed work in four (4) months within a six (6) consecutive month period after which he shall become a permanent employee within the

meaning of this Agreement and his seniority shall begin as of the first date of his employment. When an outside employee becomes a permanent employee within the meaning of this Agreement his classification shall be at least Groundman Class "A".

**ARTICLE X**  
**MANAGEMENT**

**Section 10.01:**

The union recognizes that unless limited by the Agreement, the Cooperative retains its traditional right to efficiently manage its business. Such rights include the right to direct work force, layoff for lack of work, establish reasonable rules, to require work to be performed in a professional manner, introduce new equipment, to determine the number of employees, and discipline and discharge for just cause. Any unreasonable use of this provision shall be subject to the grievance and arbitration procedure.

**ARTICLE XI**  
**NO STRIKE**

**Section 11.01:**

The parties accept their joint obligation to provide continuous electrical service to the Cooperative's members. The Union and employees agree not to engage in any strike or work stoppage of any kind (excluding refusal to cross a picket line) and the Company agrees not to lockout its employees during the term of this Agreement.

COLES-MOULTRIE ELECTRIC COOPERATIVE

BY: Chris C. Bontrager  
President and CEO

DATE: 11/3/23

LOCAL UNION NO. 702  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
AFL-CIO

BY: Steve Hughart  
Business Manager

DATE: 11/3/2023

BY: Brad Benson  
Business Representative

DATE: 10/20/23



## **LETTER OF AGREEMENT**

### **HEALTH INSURANCE**

Monthly premiums shall be set annually by LineCo with the employer responsible for 95% of the premium and the employee responsible for 5% of the premium. Any future premium increases during the term of this agreement will be shared 5% by the employee and 95% by the Cooperative.

Employee premiums shall be annualized and deducted evenly over 24 pay periods.

The Cooperative shall remit premiums to LineCo on a monthly basis immediately prior to the month the employee is covered. Example: October premiums will cover employees for November.

Employees retiring from the Cooperative from September 1, 2013 until the expiration of this collective bargaining agreement will retire under the LineCo retiree healthcare plan.

Coverage shall be provided for the retiree until reaching the age of 65 or Medicare eligible age.

Spouse shall be covered until he or she reaches the age of 65 or is Medicare eligible.

Retirees and spouses shall be covered under "Option 1" with LineCo for medical and prescription only. Vision and dental services will not be provided. Retirees and spouses who choose to stay in "Option 2" for Vision and Dental Coverage shall pay 100% of the additional charge for this coverage.

Family coverage monthly premiums shall be set annually by LineCo. Cost share ratios are as follows. Employees who retire at age 55 or older with 0-15 years of service are responsible for 100% of the monthly premium. Employees who retire at age 55 or older with 15-20 years of service are responsible for 50% of the premium and the Cooperative is responsible for 50% of the monthly premium. Employees who retire at age 55 or older with 20 or more years of service are responsible for 35% of the monthly premium and the Cooperative is responsible for 65% of the monthly premium. Any future premium increases during the term of this agreement will be shared by the retiree and by the Cooperative respectively, provided however during the term of the CBA the Cooperative contribution shall not increase more than 5% in any calendar year. Any increases in premium more than 5% in a calendar year will be paid solely by the retiree.

Single coverage monthly premiums shall be set annually by LineCo. Cost share ratios are as follows. Employees who retire at age 55 or older with 0-15 years of service are responsible for 100% of the monthly premium. Employees who retire at age 55 or older with 15-20 years of service are responsible for 50% of the premium and the Cooperative is responsible for 50% of the monthly premium. Employees who retire at age 55 or older with 20 or more years of service are responsible for 35% of the monthly premium and the Cooperative is responsible for 65% of the monthly premium. Any future premium increases during the term of this agreement will be shared by the retiree and by the Cooperative respectively, provided however during the term of the CBA the Cooperative contribution shall not increase more than 5% in any calendar year. Any increases in premium more than 5% in a calendar year will be paid solely by the retiree.

It is understood that employees who retire under the terms of this collective bargaining agreement may be subject to future LineCo premium increases. It is also understood the Cooperative agreement



towards premium contribution is only intended to be binding during the term of this agreement and does not establish any obligation on the part of the Cooperative after the agreement has ended.

The Cooperative and the Union both understand and agree that the intent of LineCo insurance is to cover all bargaining unit employees. The Cooperative has the right to implement a paycheck deduction for the employees' agreed to share of the LineCo coverage.

Medicare supplement insurance will continue to be provided for future retirees of the Cooperative per the Medical Insurance Premiums for Retirees Letter of Agreement.

All other insurance premiums (Short-Term and Long-Term Disability) will remain at the 65%/35% ratio. The Cooperative agrees to allow the employees to utilize a Flexible Spending Account.

*\*This Letter of Agreement was modified during the 2018 Negotiations and the 2023 Negotiations.*

### **Education, Proficiency & Ability Requirements**

Management may waive some, or all of the above listed requirements, provided however, that the applicant provides certification of the completion of an equivalent level of professional training from a recognized organization and 5 years of related work experience.

Upon completion of the educational requirements of the position, the successful bidder will be eligible to receive 90% of the base pay rate.

Education Requirements must be met before receiving 100% Base Pay Rate.

The cooperative will pay 100% of the tuition. If upon completion, the employee does not receive a grade of C or better, the employee must refund the Cooperative 100% of the tuition.

New Employees must enter at the bottom of the wage scale.

#### **A. Field Engineer**

- 1.) One high school or college course in each of the following: algebra, geometry (and/or trigonometry), and physics.
- 2.) One course each in AC and DC Electrical theory if available, otherwise a single course combining study of both.
- 3.) "In-House" or on-line training for transformer banking, phase 1-3 staking school and its related testing, multi-phase metering and line construction methods and specifications, as may be available from time to time, and as may be necessary to be proficient in the position.

#### **B. Distribution Automation Technician**

- 1.) One high school or college course in each of the following: algebra, geometry (and/or trigonometry), and physics.
- 2.) One course each in AC and DC Electrical theory if available, otherwise a single course combining study of both.
- 3.) "In-House" or on-line training for transformer banking and multi-phase metering, as may be necessary to be proficient in the position.

#### **C. Accountant**

- 1.) One college level course in each of the following: financial accounting and cost accounting.

## LETTER OF AGREEMENT

### BARGAINING UNIT WORK

It shall not be construed as a violation of Article 1.05 if a non-bargaining unit employee performs bargaining unit work provided such performance does not result in a layoff, reduction of the unit, or deprive an employee of a call-out or overtime.

If either party believes the other party is not complying with the intent of this Letter of Agreement, the parties will discuss the matter, and the dispute shall be subject to the Grievance and Arbitration procedure if it is not resolved.

COLES-MOULTRIE ELECTRIC  
COOPERATIVE

LOCAL UNION 702, I.B.E.W.

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Business Representative

DATED: \_\_\_\_\_, 1996

DATED: \_\_\_\_\_, 1996

**EXHIBIT "A"****OUTSIDE EMPLOYEE CLASSIFICATIONS AND RATES OF PAY**

	10/1/23 3%	10/1/24 3%	10/1/25 3%	10/1/26 3%
General Foreman	55.35	57.01	58.72	60.48
Line Foreman	53.40	55.00	56.65	58.35
Serviceman	52.68	54.27	55.89	57.57
Leadman	51.20	52.74	54.32	55.95
Journeyman Lineman	49.64	51.12	52.66	54.24
Apprentice Next Fifteen Months	43.62	44.93	46.28	47.67
Apprentice Next Nine Months	40.36	41.57	42.81	44.10
Apprentice Next Six Months	39.38	40.56	41.77	43.03
Apprentice 1 <sup>st</sup> Six Months	38.43	39.58	40.77	41.99
Line Clearance Foreman	49.26	50.74	52.27	53.83
Line Clearance Leadman	46.11	47.50	48.92	50.39
Line Clearance Journeyman	44.72	46.06	47.45	48.87
Apprentice 2 <sup>nd</sup> Six Months	40.18	41.39	42.63	43.91
Apprentice 1 <sup>st</sup> Six Months	37.47	38.60	39.75	40.95
Groundman Class "A"	37.47	38.60	39.75	40.95
Groundman Class "B"	34.79	35.84	36.91	38.02

**EXHIBIT “B”****INSIDE EMPLOYEE CLASSIFICATIONS AND RATES OF PAY**

	10/1/23 3%	10/1/24 3%	10/1/25 3%	10/1/26 3%
Member Service Representative	26.43	27.22	28.04	28.88
Plus \$.10 per hour for each year of completed service				
2 <sup>nd</sup> Year	90%	90%	90%	90%
1 <sup>st</sup> Year	80%	80%	80%	80%
Accountant	35.48	36.55	37.64	38.77
Plus \$.08 per hour for each year of completed service				
3 <sup>rd</sup> Year	90%	90%	90%	90%
2 <sup>nd</sup> Year	85%	85%	85%	85%
1 <sup>st</sup> Year	80%	80%	80%	80%
Field Engineer	49.72	51.21	52.75	54.33
3 <sup>rd</sup> Year	90%	90%	90%	90%
2 <sup>nd</sup> Year	85%	85%	85%	85%
1 <sup>st</sup> Year	80%	80%	80%	80%
Distribution Automation Technician	44.75	46.10	47.48	48.90
3 <sup>rd</sup> Year	90%	90%	90%	90%
2 <sup>nd</sup> Year	85%	85%	85%	85%
1 <sup>st</sup> Year	80%	80%	80%	80%
Information Technology Technician	38.64	39.80	41.00	42.23
3 <sup>rd</sup> Step	90%	90%	90%	90%
2 <sup>nd</sup> Step	85%	85%	85%	85%
1 <sup>st</sup> Step	80%	80%	80%	80%
Communications Coordinator	31.82	32.78	33.76	34.77
2 <sup>nd</sup> Year	90%	90%	90%	90%
1 <sup>st</sup> Year	80%	80%	80%	80%

## **EXHIBIT "C"**

### **APPRENTICESHIP AGREEMENT**

Whether it be an applicant who has been offered employment at the Cooperative as an apprentice lineman, or an active employee bidding on a job posting for an apprentice lineman, in addition to all other terms and conditions of the CBA he/she is required to comply with the following:

Participate in apprenticeship training consisting of:

- a) Classroom training sponsored and conducted by IBEW Local 702.
- b) Line Schools sponsored by the Association of Illinois Electric Cooperatives.
- c) Field Training under the supervision of Foremen and Journeyman Linemen conducted by the Cooperative.
- d) Any additional training deemed pertinent by the Cooperative to develop as an apprentice lineman.

The duration of the Apprenticeship shall be 36 months of actual employment.

Training has value to the Cooperative in terms of preparing selected employees to become journeyman linemen, and the training also benefits such employees in the event he/she wants to further a career in the energy industry.

#### **PAYMENT FOR PROGRAM**

The Cooperative will pay directly to the training provider for the employee's fees and expenses required for said employee to attend the training and other requirements as part of the apprenticeship program in anticipation of said employee continuing employment as a journeyman lineman with the Cooperative. The current cost of the training is approximately \$4000 per year.

#### **REPAYMENT**

a.) In the event said employee terminates employment with the Cooperative for any reason after being promoted to either 3<sup>rd</sup> or 4<sup>th</sup> Step Apprentice, said employee shall repay to the Cooperative the entire cost of the training to date. In the event said employee terminates employment with the Cooperative for any reason after becoming a journeyman lineman and within the first twelve months thereafter, said employee shall repay to the Cooperative the entire cost of the training. In the event said employee terminates employment with the Cooperative for any reason within 13-24 months after becoming a journeyman lineman, said employee shall repay to the Cooperative seventy-five percent (75%) of the cost of the training. Such repayment shall be made in full within two (2) weeks after said employee terminates employment.

b.) If the reason for said employee terminating employment with the Cooperative while in the apprenticeship program or after completing the apprenticeship program is for:

1.) Death;

2.) Injury or illness where said employee would not be expected to return for 24 months or more;

3.) Illness, injury or death to a parent, which creates a family hardship for which said employee must assist and which does not allow said employee to continue employment as a journeyman lineman during the period of hardship, said employee shall comply with all certification requests of the Cooperative to verify the initial and continued hardship;

then the Employee shall not be required to pay any amount specified in a.) above.

## **EXHIBIT "D"**

### **GLOVING PROGRAM**

#### **Section 1: Personnel**

All Crew Foremen, Servicemen, Leadmen, General Foremen, 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.

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

The Cooperative Gloving 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.

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 and 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 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.



#### **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 4 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 determining:
  - 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 shall be inspected and dielectrically tested semi-annually. The 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. All such maintenance personnel shall be informed of the gloving practices and of the vital importance of good maintenance work on the equipment in order to ensure the safety of individuals using the equipment. Any complaint or question regarding inspections shall be investigated and corrected promptly. Booms shall be tested more often upon request.

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 instructions, 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. Demonstration of cover-up methods from bucket trucks.
2. Demonstrations of specific job tasks, such as single-phase pole top or pin insulator change out, crossarm replacement (2 or 3 phase), replacing damaged dead-end insulators, installing 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 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. When any gloving application (voltages up to 15 KV) is to be performed, Construction and/or Maintenance crews shall consist of a Foreman, a Journeyman Lineman, and a Journeyman Lineman or a 4th Step Line Apprentice (three-man crew). Additional help may be requested to perform the work safely.
2. Bucket trucks shall have at least 36 inches of 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 into the work area and shall be uncovered 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 or digger truck equipment with pole grabbers that cannot be disengaged from the insulation section of the boom shall not be considered as an insulated bucket truck for the purpose of gloving. 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 protection 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, lightening arresters, transformer 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 shall not be permitted on days when the weather is inclement or foggy conditions exist. If any of these or other adverse conditions develop 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 strap hoists, blocks, handlines, and ropes made of synthetic materials with good dielectric properties shall be used. Such items are not to be considered dielectric and when used are to be insulated/isolated from differences of potential.
11. Jewelry, including rings, watches, earrings, necklaces and neck chains, shall not be worn while performing gloving work. Non-conductive rings shall be worn if there is no impedance of the Lineman's ability to perform the work.
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 Section 5.11 of the CBA).

**Section 8: Program Dispute Resolution**

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