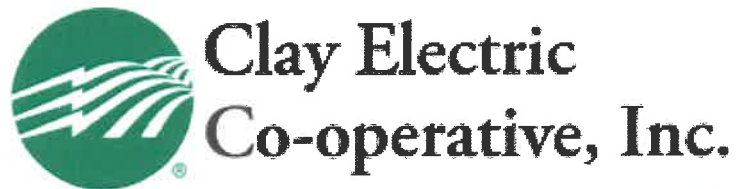



AGREEMENT

BETWEEN



A Touchstone Energy® Cooperative 

CLAY ELECTRIC COOPERATIVE

(Clerical Group)

AND



IBEW LOCAL 702

**LOCAL UNION 702
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
AFL-CIO**

JULY 1, 2020 THROUGH JUNE 30, 2025

**CLAY ELECTRIC COOPERATIVE (CLERICAL GROUP)
AND
LOCAL UNION NO. 702
OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AFL-CIO**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TOPIC / SUBJECT</u>	<u>PAGE</u>
ARTICLE I	Scope of Agreement and Union Security	1
ARTICLE II	Seniority	3
ARTICLE III	Negotiation and Arbitration	5
ARTICLE IV	Classifications and Wage Rate Scales	6
ARTICLE V	General Rules and Working Conditions	6
ARTICLE VI	Vacations	9
ARTICLE VII	Sick Leave	10
ARTICLE VIII	Disability	11
ARTICLE IX	Other Provisions	11
ARTICLE X	Subject to Federal and/or State Legislation	12

THIS AGREEMENT, made and entered into this July 1, 2020 by and between CLAY ELECTRIC COOPERATIVE, a Corporation, party of the First part, who may be referred to hereinafter as the "Cooperative", and LOCAL UNION 702 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, party of the Second part, who may be referred to hereinafter as the "Local Union".

This agreement shall be binding upon both parties, including the successor or assigns of the Cooperative, and shall take effect for all purposes, except as hereinafter provided, on the 1st day of July, 2020, and shall remain in full force and effect to and including the 30th day of June, 2025, and shall continue in full force and effect thereafter until it has been canceled or amended. This agreement may be canceled by either party giving to the other party written notice of such cancellation not less than sixty (60) days prior to the anniversary date hereof. If either party desires any amendments or changes in this Agreement at the expiration of the same, such party shall notify the other party in writing of the proposed amendments or changes not less than sixty (60) days prior to the expiration date hereof.

ARTICLE I

SCOPE OF AGREEMENT AND UNION SECURITY

Sec. 1.1 Pursuant to certification by the NLRB (Case #14-RC-8893), the Cooperative recognizes Local Union 702 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent for all Office Clerical employees as set forth in Article IV, excluding Professional Employees, Guards and Supervisors as defined in the Labor Relations Act.

Sec. 1.2 This Agreement shall have effect only on the property of the Cooperative and shall cover all work thereon coming under the jurisdiction of the Local Union as usually performed by the employees of the Cooperative covered by this Agreement as set out in Section 1 above.

Sec. 1.3 It is agreed by the parties hereto that all present and new employees, also former employees returning to work, shall be required to become a member of the Local Union on the 30th day of employment and remain, respectively, members of the Local Union as a condition of employment hereunder, provided that new employees shall be employed subject to a probationary period of nine (9) months, during which time the Cooperative shall elect whether the work of the new employee is satisfactory and whether it wishes to continue the employment. The Cooperative shall refer all new or re-employed employees to the Local Representative of the Local Union for instructions and advice concerning the union shop requirements of this agreement. The Cooperative shall have the sole right to employ whomsoever it chooses without regard to membership or non-membership in the Local Union. At the request of the Cooperative, the local Union shall make reasonable efforts to furnish the Cooperative with such workers within the classifications herein as the Cooperative may request.

Sec. 1.4 It is understood and agreed that no member of the Local Union shall be discriminated against or denied employment because of race, sex, religion, national origin, handicap, or activities in matters affecting the Union, unless such activity results in destruction or attempted destruction of Cooperative property, or any other act of disloyalty affecting the Cooperative's interests.

Sec. 1.5 It is understood and agreed that Supervisors will not perform unit work except under unusual circumstances.

Sec. 1.6 This Agreement will not prevent the Cooperative from employing specialists to supervise or perform work of a special nature nor will it prevent the Cooperative from engaging members to perform neighborhood meter reading for residential and grain drying meters that are single phase meters.

Sec. 1.7 Local Union 702, International Brotherhood of Electrical Workers pledges itself and its members to promote the mutual interest of the parties to this Agreement and to continue the present friendly and amicable relationship which exists between the Cooperative and its employees, to observe the present rules and regulations of the Cooperative, and any amendments thereof as hereinafter provided, insofar as they do not conflict with the terms and provisions of the Agreement, to discipline such of its members who may violate any of such rules and regulations, and to use the good offices of the Union in behalf of the Cooperative in every honorable manner.

Sec. 1.8 The union recognizes that the management of the Cooperative, the direction of the working forces, the determination of the number of men or women it will employ, the right to discipline, or discharge for just cause, the right to hire, promote, demote, or transfer, and to release employees because of lack of work are vested in and reserved by the Cooperative, subject, however, to the restrictions and regulations of this Agreement

It is the intent of both parties to promote, preserve, and improve the efficiency of administration of Clay Electric Cooperative, Inc. and the well being of its employees; to establish a basic understanding relative to personnel policies, practices, procedures and matters affecting working conditions and circumstances of employment; and to provide a means for amicable and reasonable discussion and adjustment of various matters of mutual interest at Clay Electric Cooperative, Inc.

Sec. 1.9 Union activities while the employees are on duty will be permitted only to the extent necessary for the resolution of grievances in accordance with the procedures outlined in Article III of this Agreement.

Sec. 1.10 Union dues will be checked-off of pay only on the separate written order of the individual employee subject to revocation by him or her at any time by means of a separate written order. The Company will notify the Union at once on the receipt of any such notice of revocation.

ARTICLE II

SENIORITY

Sec. 2.1 Seniority for each regularly paid employee who has been employed as such for six (6) months within a period of twelve (12) consecutive months under this Agreement shall begin as of the first day of such employment unless his or her seniority has been broken as hereinafter in Section 3 provided. If his or her seniority has been broken and he or she is re-employed, then and in that event his or her seniority after having been re-employed for a period of six (6) months within a period of twelve (12) consecutive months, shall begin on the first day of re-employment after his or her most recent loss of seniority hereunder. Provided, that the seniority of any employee whose employment shall have been interrupted only by active duty in the Military, Naval or Air Force service of the United States of America shall begin with the most recent employment of such employee prior to his or her entry into such Military, Naval or Air Force service, unless his or her seniority has been broken as hereinafter provided in Section 3.

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

Sec. 2.2 When making a reduction in the number of employees due to lack of work and when rehiring, the following procedure shall govern:

- (A) Employees who have not established seniority with the Cooperative shall be laid off first.
- (B) Thereafter, employees shall be laid off in the inverse order of their established Seniority.
- (C) The foregoing provisions of (A) and (B) need not apply when the Application thereof would result in the Cooperative being required to lay off employees possessed of skill essential to properly perform the work available at time of the layoff not possessed by employees having greater seniority.
- (D) When 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, providing they have the qualifications required.

Sec. 2.3 Seniority shall be deemed to have been broken for the following reasons:

- (A) If the employee resigns.
- (B) If the employee is discharged for just cause and not reinstated.
- (C) If the employee is absent from work without authorized leave and fails to call in within three (3) days giving satisfactory reasons for his or her absence.
- (D) If an employee who has been laid off fails to return to work within three (3) days after being properly notified to report for work and does not give a satisfactory reason for failing to report.

- (E) If an employee is laid off for thirty (30) consecutive months, he or she shall lose all rights of seniority.

Sec. 2.4 Promotions shall be made and vacancies shall be filled based on seniority, ability and qualifications; ability and qualifications being sufficient, seniority shall prevail.

- (A) Should an employee deny a promotion, it shall have no effect on his or her future promotion.
- (B) An employee promoted to a new position will be given a reasonable opportunity to demonstrate his or her qualifications and ability. If he or she does not qualify within 90 days, he or she shall be returned to the position he or she formerly held.
- (C) When vacancies occur or when new positions are created within the bargaining unit, the Cooperative will post a notice on bulletin boards for a period of five (5) days (Sundays and Holidays excluded) announcing the position open. Employees desiring to be considered shall make written application to the Manager. When necessary, temporary assignments will be made for the period the position is considered open.
- (D) Any employee accepting a new position with the Cooperative shall be allowed to return to his old job within a 90-day period. This shall also apply to employees who choose to accept positions outside of the bargaining unit.

Sec. 2.5 An employee who has established seniority, may be granted a leave of absence upon approval from the Cooperative and while on such leave he or she shall not forfeit any such seniority he or she may heretofore have established provided he or she does not overstay his or her leave or accept employment elsewhere while on such leave without the approval of the Cooperative.

- (A) Notwithstanding any of the other terms hereof, an employee who has been laid off shall lose all accumulated seniority rights and all rights to be re-employed unless he or she registers with the Cooperative in person or by certified mail within six (6) months after the date of being laid off, again within six (6) months after the date of such first registration and at least every six (6) months thereafter. When so registering such employee shall furnish to the Cooperative his current post office address.
- (B) Any written notice to be given under this Agreement shall be deemed properly given when deposited in the United States Post Office under certified mail, addressed to the last known address.

Sec. 2.6 An employee who is injured while in the employ of the Cooperative shall continue to accumulate seniority and upon recovery shall be reinstated to his or her former position with full seniority, providing he or she makes application to return to work within three (3) days after he or she is pronounced recovered by the Cooperative's physician, if he or she is physically qualified to return to work.

Sec. 2.7 The Cooperative and the Union may, by mutual agreement, suspend or alter the provisions of this Article in case of mutual desire to provide employment for an employee who has been partially disabled while in the employ of the Cooperative on or off duty or while on authorized leave serving in the United States Military service.

ARTICLE III

NEGOTIATION AND ARBITRATION

Sec. 3.1 Both parties agree that the operations of the Cooperative upon which the employees covered in this Agreement are to be engaged are essential to the welfare of the community served by it and recognize their obligations to furnish continuous service. Accordingly, the Union and the Cooperative mutually agree that there will be no slow downs, picketing, strikes or lockouts for the duration of this Agreement.

Sec. 3.2 The Cooperative agrees to meet with the duly accredited officers and committees of the Union in the following manner on differences that may arise between the Cooperative and the Union.

Sec. 3.3 In case of any disagreement arising between the Cooperative and any employee and/or employees under this Agreement, such disagreement shall first be presented by such employee or employees to the Manager of the Cooperative in charge of the work.

Sec. 3.4 In case of a failure to agree in this manner, the Representative of the Local Union, who may be accompanied by a committee of the employees of the Cooperative, shall endeavor to adjust disagreements with the Manager or the Labor Relations Committee of this Cooperative. In case of failure to then reach an agreement as to any dispute arising out of this Agreement or the amendment thereof, the matter shall be submitted to arbitration in the manner provided in Section 5.

Sec. 3.5 In case of failure to agree under Section 4 within ten (10) days (Sundays and Holidays excluded), the parties may request a list of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list, the parties will alternately strike from the list until one name remains and he shall be Arbitrator. The decision rendered by the Arbitrator shall be final and binding on the parties hereto. The expense of the Arbitrator shall be borne equally by the Cooperative and the Local Union.

ARTICLE IV

CLASSIFICATION AND WAGE RATE SCALES

Sec. 4.1

	3% GWI	3% GWI	3% GWI	2.5% GWI	2.5% GWI
	07/01/20	07/01/21	07/01/22	07/01/23	07/01/24
CLASSIFICATION	Hrly. Rate	Hrly. Rate	Hrly. Rate	Hrly. Rate	Hrly. Rate
Bookkeeper, Journeyman	\$32.888	\$33.875	\$34.891	\$35.764	\$36.658
2 nd Year	\$29.674	\$30.564	\$31.481	\$32.268	\$33.075
1 st Year	\$26.873	\$27.679	\$28.510	\$29.223	\$29.953
Billing Clerk, Journeyman	\$30.013	\$30.913	\$31.840	\$32.636	\$33.452
2 nd Year	\$27.096	\$27.909	\$28.746	\$29.465	\$30.201
1 st Year	\$24.522	\$25.257	\$26.015	\$26.666	\$27.332
Member Service Rep., Journeyman	\$25.657	\$26.427	\$27.219	\$27.900	\$28.597
2 nd Year	\$23.092	\$23.785	\$24.498	\$25.111	\$25.739
1 st Year	\$20.527	\$21.143	\$21.778	\$22.322	\$22.880
P-T Service Rep.	\$18.032	\$18.573	\$19.130	\$19.608	\$20.098

ARTICLE V

GENERAL RULES AND WORKING CONDITIONS

Sec. 5.1

- (A)** Eight (8) hours shall constitute a regular day's work and five (5) consecutive days shall constitute the regular week's work for employees (except the for the Part-Time Service Representative classification, which will work a minimum of twenty-two and one-half (22 ½) hours per week and ninety (90) hours per calendar month), Monday to Friday, inclusive. Office clerical employees work day shall be from 7:30 a.m. to 4:00 p.m. Employees shall be entitled to a forty-five (45) minute lunch period between the hours of 11:30 a.m. to 1:30 p.m. Thirty (30) minutes of the lunch period will be unpaid and fifteen (15) minutes of the lunch period will be paid.

- (B)** Four (4) day, ten (10) hour per day, work week schedules may be utilized upon mutual agreement between the Cooperative and the employees under the following stipulations:
- (1)** The schedule will be Monday-Thursday or Tuesday-Friday.
 - (2)** The hours will be 7:00 a.m. to 5:30 p.m.
 - (3)** During the week of a holiday, those working a four (4) day, ten (10) hour per day schedule, will revert back to the schedule stated in Section 5.01 (A).
 - (4)** The breakfast meal period time will move to 6:30 a.m. The lunch period meal time will move to 11:00 a.m. to 1:00 p.m. The supper/dinner meal period time will move to 7:30 p.m.
 - (5)** The hours stated in Section 5.6 refer to the schedule stated in Section 5.1 (A). When an employee is working a four (4) day, ten (10) hour per day schedule, the hours stated in Section 5.6 are to be adjusted respectively.
 - (6)** Paid days not worked, for any reason, will be paid in the same hourly increments as the schedule the individual employee is working (no benefit levels are increased due to an employee working a four (4) day, ten (10) hour per day schedule).
 - (7)** Schedule changes may be requested by either party, upon mutual agreement, as long as a five (5) working day notice is given.

Sec. 5.2 When conditions require that an employee shall work at a distance from his or her permanent headquarters and remain on said work overnight, the Cooperative at its option shall either provide transportation, meals and lodging, or reimburse to a reasonable amount for expenses actually incurred for transportation, meals and lodging.

When employees are required to continue work after 6:00 p.m. or called out prior to 6:00 p.m. after having been released from the regular work day, they shall be furnished a meal and additional meals shall be furnished every five hours thereafter. Meals are to be eaten on Cooperative time if overtime work continues. If an employee is called out to work before 7:00 a.m., he or she shall be entitled to a breakfast meal if he or she is not released in time to return to his or her home. Employees shall not eat on Cooperative time unless it extends into his or her regular work day.

Sec. 5.3 Subject to the provisions of Sec. 9 hereof, all employees covered by this Agreement shall receive full time employment, except for the Part-Time Service Representative classification, provided they are ready and in condition to perform their work. Employees laid off because a job is complete or shut down for reasons beyond the Cooperative control shall be paid in full to and on the date of layoff. Employees shall not be laid off or transferred while other employees, performing the same type work, are required to work beyond the normal tour of duty unless done so by mutual agreement, emergency overtime excepted.

Sec. 5.4 The following days will be recognized as holidays and employees shall not be required to work on these days or the days celebrated therefore except in emergencies: New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, day following Thanksgiving, Christmas Eve Day, Christmas Day, one personal day, and Anniversary day. Employee will be allowed to take the day of their anniversary anytime with management's approval. When any such holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. All employees covered herein shall receive eight (8) straight hours pay for each of the above holidays or the day celebrated therefore. Employees required to work on any holiday shall receive double time for the hours worked in addition to that above, except that when a holiday falls on Saturday and is observed on Friday, employees required to work on such a Friday shall receive only time and one-half for the hours worked.

Employees who are required to work on a holiday or the day celebrated therefore, shall receive no less than two hours pay at the prevailing overtime rate.

Sec. 5.5 All time worked in excess of regular hours shall be paid for at the rate of time and one-half except as hereinafter provided. Overtime shall be divided equally and impartially as possible among the employees. The Cooperative will furnish the names of employees who work overtime and the amount of such overtime worked, when requested by a Local Union Representative or Job Steward.

Sec. 5.6 When an employee is called out between the hours of 4:00 p.m. and 7:00 a.m., he or she shall receive not less than two (2) hours time at the rate of time and one-half, except that if he or she works longer than two (2) hours, he or she shall receive time and one-half for the entire time worked before 7:30 a.m. If an employee is called out after 7:00 a.m. but before 7:30 a.m., he/she shall receive zero (0) hour at time and one-half, after which time the regular rate of pay will become effective.

If an employee is called in for emergency duty while off his or her regular tour of duty, then his or her time shall start when he or she received said call.

Sec. 5.7 When employees are called for work on Sundays or Holidays, they shall receive double time for the entire time worked, and in no case shall they receive less than two (2) hours time at the rate of double time.

Sec. 5.8 Wages shall be paid every two (2) weeks on a Friday by direct deposit. This will begin on the second Friday in January 2006. Whenever a Friday is observed as a holiday the deposit shall be made on Thursday. In the case of Thanksgiving holiday, the deposit shall be made on Wednesday.

Sec. 5.9 Nothing in this Agreement shall be construed to require the Cooperative to employ any person in any classification not required in the proper and efficient operation of its properties.

The Cooperative shall have the right to discharge any employee for just cause, but the Cooperative agrees to give to such employees and to the Local Union at least one warning notice in writing before such discharge, except, however, that it is expressly agreed by and between the parties that the Cooperative may discharge any employee without notice for any of the following reasons: drunkenness, drinking alcoholic beverages while on duty, drug addiction, insubordination, gross incompetence, dishonesty, and conviction of a felony.

Sec. 5.10 No employee covered by this Agreement shall absent himself/herself from duty without securing permission from a supervisor or the manager before so doing, and in case of illness, he/she must notify supervisor in ample time before working hours.

ARTICLE VI

VACATIONS

Sec. 6.1 All employees covered hereunder who have worked six months prior to January 1, shall receive five (5) working days vacation. Employees who have worked one (1) year prior to January 2, shall receive ten (10) working days vacation.

Sec. 6.2 Employees who have been in the service of the Cooperative for seven (7) years shall then be entitled to an annual vacation of fifteen working days with full pay effective in the current year.

Sec. 6.3 Employees who have been in the service of the Cooperative fifteen (15) years shall then be entitled to twenty (20) working days vacation with full pay effective in the current year.

Sec. 6.4 Employees who have been in the service of the Cooperative for twenty-five (25) years shall be allowed twenty-five (25) days vacation with full pay in the current year.

Sec. 6.5 Employees who have been in the service of the Cooperative for thirty (30) years shall be allowed thirty (30) days vacation with full pay in the current year.

Sec. 6.6 Vacation days shall be scheduled for time suitable to the individual employee and the Cooperative, and may be taken in half day increments. One-half (1/2) of the employee's annual vacation time may be used as half days and/or single days, the other half of the employee's annual vacation time may be used in five (5) day blocks. Vacations shall not be cumulative from year to year. Allowance will be made for the carryover of up to one week of vacation to be taken by June 1st of the following year. If an employee intends to carryover any vacation, notice of carryover must be submitted to the manager no later than December 15th of each year.

ARTICLE VII

SICK LEAVE

Sec. 7.1 The Cooperative will allow sick leave to regular employees of the Cooperative without payroll deduction, the amount of such sick leave to be as follows:

After first six months of service, 6 working days

After first year of service, 12 working days

Thereafter, unused sick leave of twelve (12) working days allowed for each year will accumulate up to, but not to exceed ninety (90) working days.

This leave of absence with pay will not be allowed when illness results from alcoholism or narcotics.

Sec. 7.2 After the maximum allowed sick leave days have accrued (see Section 7.1), the employee will be paid out for fifty (50) percent of his/her unused sick leave. Payout will occur on the first pay period of the following year. (Example: if an employee has twelve (12) days of sick leave for use in 2020 and does not use any of those days, he/ she will be paid out for six (6) days on the first pay period in 2021.)

Sec. 7.3 The Cooperative will permit the use of sick leave in the event of serious illness or accident requiring the hospitalization of the employee's spouse, child, parent, or other close relative that resides with the employee. The Cooperative will also permit the use of sick leave when an employee's child is born, or when an employee adopts a child. The maximum amount of sick leave in each case under these circumstances will be five (5) days and shall not be cumulative.

Sec. 7.4 The Cooperative will permit the use of sick leave when a death occurs in the employee's immediate family, namely, spouse, child, parent, parent-in-law, sibling, and other close relative that resides with the employee. The maximum amount of sick leave in each case under these conditions will be five (5) days.

Sec. 7.5 None of the foregoing conditions under which an employee may receive compensation without payroll deduction will be in effect unless the employee has notified the manager or supervisor in advance.

Sec. 7.6 Sick leave with pay may be reduced or entirely eliminated if upon an impartial investigation it is found that the employee in question is abusing this privilege. The Cooperative may require a medical certificate to be furnished by the employee.

ARTICLE VIII

DISABILITY

Sec. 8.1 After six (6) months of continuous employment, a regular employee who is disabled in the course of his/her employment and who is unable to return to his/her regular duties shall receive, beginning with the first full day of absence, the difference between the Illinois Workman's Compensation Act payments to which he/she is entitled under said Act and eighty percent (80%) of his/her regular pay at his/her regular straight time hourly rate, for the first twenty-six (26) weeks of his or her disability. Time not to be taken out of Employee Sick Leave.

ARTICLE IX

OTHER PROVISIONS

Sec. 9.1 The Cooperative agrees to participation in the NRECA Retirement and Security Program at a benefit level of 2.0 and with 62 being the normal retirement age. The employees shall participate through a withholding of 2 percent (2%) of their covered compensation. The Cooperative agrees to participate and pay premium in the NRECA Death Benefit Option allowing for 100 percent Spousal Beneficiary of lump sum payments.

Sec. 9.2 Family coverage monthly premiums shall be set annually by LINECO with the employee responsible for 20% of the premium. The Cooperative will be responsible for 80% of the premium. Any future premium increases during the term of this agreement will be shared 20% by the employee and 80% by the Cooperative 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 employee.

Single coverage monthly premiums shall be set annually by LINECO with the employee responsible for 10% of the premium. The Cooperative will be responsible for 90% of the premium. Any future premium increases during the term of this agreement will be shared 10% by the employee and 90% by the Cooperative 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 employee.

Employee premiums shall be annualized and deducted evenly over 26 pay periods.

Employee premiums shall be deducted beginning with the first paycheck in July for coverage in July.

The Cooperative shall remit premiums by Electronic Funds Transfer to LINECO on a monthly basis immediately prior to the month the employee is covered. Example: June premium payment will cover employees for July.

The Cooperative shall remit a report of hours for each employee to LINECO on a monthly basis immediately prior to the month the employee is covered. Example: June report of hours will cover employees for July.

The Cooperative and IBEW Local Union 702 both understand and agree that the intent of the newly implemented 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 based on the coverage option the employee chooses during the open enrollment period (Family or Single). In the event the employee does not choose a coverage option, the Cooperative will automatically default their premium share paycheck deduction to the Single coverage plan.

In the event an employee experiences a qualifying event that changes their coverage option, the Cooperative will complete a "true-up" of the premium share by either completing an additional paycheck deduction or providing the necessary credit on the next paycheck following the notification and/or discovery of the change. The amount owed, or the amount due, by the Cooperative will be retroactive to the change in coverage option date.

If at any time in the future non-bargaining unit employees employed at Clay Electric Cooperative get approved by the LINECO Board of Trustees for inclusion into LINECO Healthcare, the Union and the Cooperative agree to discuss the healthcare ratios for the bargaining unit employees from that time forward.

The Cooperative shall also pay the premium on NRECA Long Term Disability Insurance, NRECA Life Insurance at two (2) times annual base pay, and Workman's Compensation Insurance.

Sec. 9.3 The Cooperative agrees to administer a 401K plan for the employees with a three percent (3) contribution of base salary for each employee made by the Cooperative. The Cooperative further agrees to administer a cafeteria plan and pay administrative fees for employees as set forth in the IRS Guidelines.

Sec. 9.4 If notice is given to Management before an employee leaves work on his/her last regular work day before he/she is to perform jury duty, the employee serving on jury duty will be paid the difference between what he/she receives as a jury fee and straight time pay for the regular hours not worked because of jury duty. If the employee is excused from jury duty before the end of any day, he/she shall report for work as soon as possible in order to be entitled to said difference.

ARTICLE X

Sec. 10.1 It is agreed that all provisions of this Agreement shall be subject to and in accordance with existing or future Federal or State Legislation or ruling. Should any of said provisions be invalid because of existing or future Federal or State Legislation or ruling, then said provisions shall be inoperative and the remaining provisions shall not be affected thereby. Should any provision be declared invalid and later declared valid, then said provision shall become operative when declared valid.

IN WITNESS WHEREOF; The parties hereto, by their duly authorized officers, execute this Agreement on the dates as shown below.

CLAY ELECTRIC
COOPERATIVE, INC.

I.B.E.W. LOCAL UNION 702

By Robert A. Pearson
President

By Steve Hughart
Business Manager

Date 6/22/2020

Date 6/22/2020

By Angela Smith
Secretary

Date 6/22/2020



Tentatively agreed to between the parties:

Lonnie R. Stephenson
Clay Electric Cooperative, Inc.
Chief Executive Officer

5/20/2020
Date

Paul Burton
I.B.E.W. Local Union 702
Business Representative

5/20/2020
Date