

# AGREEMENT

BETWEEN



A Touchstone Energy® Cooperative 

**CLAY ELECTRIC COOPERATIVE**

*(Outside 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 (OUTSIDE GROUP)  
AND  
LOCAL UNION NO. 702  
OF THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
AFL-CIO**

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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 cancelled or amended.

This agreement may be cancelled 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-8194), the Cooperative recognizes Local Union 702 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent for all employees of the Line Department as set forth in Article IV, excluding Office, Clerical, 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 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** In the event the Cooperative desires to contract the construction and maintenance of lines and substations, it is mutually agreed between the parties that such work can be contracted provided that no employee in the bargaining unit loses work as a result of the contracting of such work by the Cooperative. This clause shall in no way apply to the work of testing and repairing of meters.

**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 this Agreement, to discipline such of its members who may violate of any 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 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** It is understood and agreed that Supervisors will not perform unit work except under unusual circumstances.

**Sec. 1.10** 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. 1.11** Union dues will be checked-off of pay only on the separate written order of the individual employee subject to revocation by him at any time by means of a separate written order. The 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 seniority has been broken as hereinafter in Section 3 provided. If his seniority has been broken and he is re-employed, then and in that event his 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 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 entry into such Military, Naval or Air Force service, unless his 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 re-hiring, the following procedure shall govern:

- (A)** Employees who have not established seniority with the Cooperative shall be laid off first.
- (B)** Thereafter, employees shall be laid off in the inverse order of their established seniority, provided, however, that no apprentice with less than two (2) years employment as such shall have preference in layoffs over journeyman in the same classification who have established seniority under this Agreement.
- (C)** The foregoing provisions of (A) and (B) need not apply when the application thereof would result in the Cooperative being required to lay off employees possessed of skill essential to properly perform the work available at 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 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 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 future promotion.
- (B) An employee promoted to a new position will be given a reasonable opportunity to demonstrate his qualifications and ability. If he does not qualify within 90 days, he shall be returned to the position he formerly held, except that when the new position to which an employee is promoted is that of Foreman, if he does not qualify within 30 days, he shall be returned to the position he 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 shall not forfeit any such seniority he may heretofore have established provided he does not overstay his 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 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 correct 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 former position with full seniority, providing he makes application to return to work within three (3) days after he is pronounced recovered by the Cooperative's physician, if he 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 electric 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

## CLASSIFICATIONS 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
Line Foreman	\$48.488	\$49.942	\$51.441	\$52.727	\$54.045
Serviceman	\$47.434	\$48.857	\$50.323	\$51.581	\$52.870
Lineman, Journeyman	\$46.146	\$47.530	\$48.956	\$50.180	\$51.434
Line Clearance Foreman	\$31.136	\$32.071	\$33.033	\$33.858	\$34.705
Line Clearance Journeyman	\$29.190	\$30.065	\$30.967	\$31.742	\$32.535

Apprentice Lineman, 4<sup>th</sup> 9 months - 90%, Journeyman Lineman's wage

Apprentice Lineman, 3<sup>rd</sup> 9 months - 80%, Journeyman Lineman's wage

Apprentice Lineman, 2<sup>nd</sup> 9 months - 70%, Journeyman Lineman's wage

Apprentice Lineman, 1<sup>st</sup> 9 months - 60%, Journeyman Lineman's wage

Line Clearance Trainee, 4<sup>th</sup> 6 months - 90%, Line Clearance Journeyman's wage

Line Clearance Trainee, 3<sup>rd</sup> 6 months - 80%, Line Clearance Journeyman's wage

Line Clearance Trainee, 2<sup>nd</sup> 6 months - 70%, Line Clearance Journeyman's wage

Line Clearance Trainee, 1<sup>st</sup> 6 months - 60%, Line Clearance Journeyman's wage



## **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, Monday to Friday, inclusive. Workmen are to report at 7:30 a.m. to their respective headquarters and be returned to their respective headquarters at 3:30 p.m. Employees shall be entitled to a twenty (20) minute paid lunch period beginning at 12:00 noon provided said time period may be changed when it interferes with maintaining or restoring continuous electrical service to the members. Lunch periods are to be taken at the job site.
- (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 6:00 a.m. to 4:00 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 5:30 a.m. The lunch period meal time will move to 11:00 a.m. The supper/dinner meal period time will move to 6:00 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 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 5:30 p.m. or called out prior to 5:30 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 shall be entitled to a breakfast meal if he is not released in time to return to his home. Employees shall not eat on Cooperative time unless it extends into his 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 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. Employees 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 any such 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 as 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 3:30 p.m. and 7:00 a.m., he shall receive not less than two (2) hours time at the rate of time and one-half, except that if he works longer than two (2) hours, he 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 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 regular tour of duty, then his time shall start when he received said call and shall cease upon his return to headquarters. There shall be a minimum of two employees on all trouble calls except in case where it is determined that trouble is on customer's individual breakers or reconnects for non-payments.

**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 from duty without securing permission from a supervisor or the manager before so doing, and in case of illness, he must notify supervisor in ample time before working hours.

**Sec. 5.11** The Cooperative will provide uniforms to all persons employed under this labor agreement. The Cooperative reserves the right to select the uniform to be worn, but will strive to utilize 100% natural fiber materials that meets or exceeds the OSHA (NFPA) requirements, appropriate for the work being performed. The Cooperative will provide summer and winter clothing. All employees covered under this labor agreement must participate. The employee will be responsible for laundering of the uniforms. Employees will be advised and instructed where major changes in apparatus, wiring or procedure are made. At no time will an employee be required to perform any hazardous task outside his classification. The Cooperative will not require employees to do construction or maintenance work outside during inclement weather unless such work is necessary to protect life or property or maintain service to the public.

**Sec. 5.12** It is agreed that the painting of all steel towers, poles and other structures supporting any wires or busses shall be done by the lineman.

**Sec. 5.13** If an employee works sixteen (16) continuous hours, he shall be paid double time for work performed in excess of sixteen (16) hours. If an employee is recalled to work after his regular work day with less than five (5) hours rest, the hours worked prior to his recall shall be counted toward the sixteen (16) hours.

Employees shall receive double-time for all hours from the time they leave home until the time they return home for giving assistance to other coops for service restoration in the State of Illinois and out of the State of Illinois. Employees will also receive double-time when a visiting crew is called in to assist with the restoration of service to the Clay Electric system. Double-time shall begin when the first visiting crew arrives on the Cooperative property and shall end when the last crew departs the property. If the double-time rule is already in effect when the first visiting crew arrives, double-time shall remain in effect until the last visiting crew departs the property.

**Sec. 5.14** Foreman actively supervising four or more men in addition to himself shall not climb poles or do other lineman's work except in case of emergency, as it would interfere with his properly looking after his work as foreman and the safety of the men in his charge.

- (A) In case of a foreman being absent from the job, a journeyman shall be designated as foreman; his duties shall be the same as those of a foreman and he shall receive foreman pay.
- (B) On any job where four (4) men are employed at the line building, changing poles or removing materials, and on any other job where four (4) men are employed, a journeyman shall be designated as Foreman, and in addition to his duties as Foreman he shall perform work and receive Foreman's pay for the time worked.

**Sec. 5.15** The Serviceman classification is for the one designated person that performs the daily connects, reconnects, collections, metering, substation inspections and maintenance, outages, etc.

- (A) In case of the serviceman being absent a journeyman lineman shall be designated as serviceman on an as needed basis; his duties shall be the same as those of a serviceman and he shall receive serviceman pay.

## **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 1, 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 (15) 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 employment and who is unable to return to his 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 is entitled under said Act and eighty percent (80%) of his regular pay at his regular straight time hourly rate, for the first twenty-six (26) weeks of his disability. Time is not to be taken out of Employee Sick Leave.

## **ARTICLE IX**

### **APPRENTICE SYSTEM**

**Sec. 9.1** The Cooperative may employ not more than three apprentice linemen to each five (5) journeyman linemen.

**Sec. 9.2** FIRST SIX MONTHS: Apprentices may perform work on lines that are not energized.

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

NEXT TWENTY-FOUR MONTHS: Apprentices may perform work assisting a journeyman on all classes of work.

**Sec. 9.3** If the Union should discontinue its present apprenticeship classroom training program, the duration of each nine month apprenticeship progression wage rate step for those employees who have not completed said training program shall immediately thereafter be increased to twelve months each.

**Sec. 9.4** Journeymen Linemen shall be able to glove voltages up to 15 KV under the terms and conditions of the Gloving Program as described in ADDENDUM A.

## **ARTICLE X**

### **OTHER PROVISIONS**

**Sec. 10.1** 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 the premium in the NRECA Death Benefit Option allowing for 100 percent Spousal Beneficiary of lump sum payments.

**Sec. 10.2** 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. 10.3** 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. 10.4** 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 XI**

**Sec 11.1** 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 provisions be declared invalid and later declared valid, then said provisions 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. Petersen  
President

By Steve Hughtart  
Business Manager

Date 6/22/2020

Date 6/22/2020

By M. A. Smith  
Secretary

Date 6/22/2020



Tentatively agreed to between the parties:

[Signature]  
Clay Electric Cooperative, Inc.  
Chief Executive Officer

5/20/2020  
Date

[Signature]  
I.B.E.W. Local Union 702  
Business Representative

5/20/2020  
Date

## **ADDENDUM A**

### **GLOVING PROGRAM TRAINING AND COMPENSATION**

Clay Electric Cooperative (Cooperative) and IBEW Local 702 agree as follows as to the initial training associated with the Gloving Program.

1. All Journeymen Linemen shall be trained in the procedures for gloving voltages 15KV or less. This initial training shall consist of a minimum of five days or equivalent. It is the intent of the parties to complete this training as expediently as practical and no later than December 31, 2005.
2. All Journeymen Linemen will receive a premium of \$.50 per hour beginning July 1, 2005. Apprentices will receive the appropriate percentage (based on the .50 cent increase) associated with their step in the apprentice progression. Apprentices will be trained for rubber gloving with no less than five days or equivalent minimum training such that during the fourth year step an apprentice may assist a Journeyman with live line rubber gloving.
3. The \$.50 per hour will be added in the base hourly wage rate after the effective percentage increase for July 1, 2005.
4. Journeymen Linemen absent due to illness, injury, etc., shall not be included in determining the successful completion of the initial training.

### **JOINT COMMITTEE**

A joint training committee (for gloving) shall be formed consisting of two representatives from Local Union 702 and two Cooperative representatives. This committee, whose role and responsibility are similar to that of the apprentice program joint committee, upon request, shall 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 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 employees in gloving methods and to enlist the full cooperation of its members in assuring that every effort shall be made to perform the work based upon safety and efficiency.

### **SAFETY EQUIPMENT**

Class 2 rubber gloves and rubber sleeves shall be worn while gloving. Voltages up to 5 KV may be gloved from the pole or a platform. Gloving voltages over 5 KV up to 15 KV 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.

Buckets shall not be tested and shall be considered to be at the same potential as the Journeyman.

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 15 KV. However, the current practice of gloving 5 KV from a pole or platform remains unchanged.

All protective equipment, including gloves, sleeves and bucket liners, shall be equal to or exceed the requirements set out by OSHA, ANSI, or ASTM standards.

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

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

### **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 as set out in items 1 through 5 below, and displaying the dated certification decal, shall be considered appropriate for use by workers gloving voltages up to 15 KV.

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

4. All certified aerial bucket trucks and certified digger derricks that are to be used in the rubber gloving procedures will be inspected and tested semi-annually. Only appropriate qualified personnel, including outside vendors as necessary, shall conduct these inspections. All such maintenance personnel shall be informed of the gloving practices and of the vital importance of good maintenance work on the equipment so as to ensure the safety of individuals using the equipment. Any complaint or question regarding inspections shall be investigated and corrected promptly.
5. Certified aerial bucket trucks and certified digger derricks shall be inspected semi-annually. The annual and semi-annual testing shall be performed by a qualified outside vendor, who will place a sticker on each bucket liner which clearly states the next due date. Semi-annual tests on aerial bucket trucks shall meet or exceed OSHA and ANSI Standards. Booms shall be tested more often upon request. This semi-annual testing may be performed "in- house" in the future, should the necessary capabilities that meet or exceed OSHA and ANSI Standards be developed.

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

## **TRAINING**

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

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

Field training (mock and "hands-on") shall include such activities as:

1. Demonstrations of cover-up methods from bucket trucks.
2. Demonstration 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 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 a Journeyman Lineman.

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

Apprentices shall begin on-the-job training of gloving procedures for 15 KV or below, at the same step as they currently begin training on 5 KV (2500 hours). The Apprentice Training Program shall be revised to incorporate aspects of the Journeyman Lineman 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. Newly hired Journeymen Linemen shall go through the gloving training (up to five days) before performing any gloving work on voltages up to 15 KV.

### **GENERAL**

1. Crews gloving voltages up to 15 KV shall include sufficient number of qualified Journeymen Linemen and/or qualified Apprentice(s) to perform the work safely. Existing work practices and past practice on hot sticking crews shall govern on all glove assignments.
2. Bucket trucks shall have at least 36 inches of the insulated boom extended 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, secondaries, 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 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 equipment with pole grabbers that cannot be disengaged from the insulated section of the boom shall not be considered as an insulated bucket truck for the purpose of gloving voltages above 5 KV but less than 15 KV. If a pin-on basket is used, any metallic winch line shall be removed from the insulated portion of the boom.

6. On all jobs the circuit protections equipment shall be placed on "one shot" during the period when work is being performed to avoid the circuit becoming re-energized in the event of a fault to the circuit. Whenever possible, however, a portion of a circuit may be placed in a non-reclose mode by placing a recloser in the manual position. In such cases, it shall not be necessary to place the circuit on "one shot."
7. Employees shall not be permitted to break or pick up load with rubber gloves. The employee shall use appropriate hot line tools unless using a device designed to pick up load. Load taps shall include, but are not limited to, lightning arresters, 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 voltages above 5 KV but less than 15 KV shall not be permitted on days when the weather is inclement or foggy conditions exist. If any of these or other adverse conditions develops after work has begun, the job shall be made safe and work performed by alternate means until conditions improve. Gloving assignments in other than daylight hours shall be limited to when, in the opinion of the crew performing the work, sufficient lighting is available and the crew determines the job can be performed safely.
10. While gloving voltages up to 15 KV, only properly insulated strap hoists, blocks, handlines, and ropes made of synthetic materials with good dielectric properties, shall be used.
11. Jewelry, including watches, earrings, necklaces and neck chains, shall not be worn while performing gloving work. Wedding rings, if worn, shall be taped.
12. Only proper tools having approved insulated hoses operating from truck tool systems (if available) or other approved power source shall be used in any aerial bucket while gloving voltages up to 15 KV. All electrically operated hand tools shall be removed from the bucket prior to any gloving work commencing on voltages above 600 V, 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 15 KV range. All 10 KV line hose and hoods shall be replaced.

### **PROGRAM DISPUTE RESOLUTION**

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

## **GLOVING PROGRAM**

### **POINTS OF INTERST**

7/01/2005

Attached are documents, which address the issue of gloving voltages through 15 KV. The purpose of this sheet is to summarize some of the major points contained in the attached documents concerning the Gloving Program. It is not intended to contain everything but rather to point out some of the highlights.

1. The final decision to perform the work using gloving procedures shall be made by the employees at the job site.
2. All Journeymen Linemen will initially receive five days of training or equivalent for gloving voltages of 15KV or less which shall consist of one day of classroom instruction, up to two days of mock energized training, and up to two days of "hands-on" experience. In addition, one day of training will be provided as a refresher on an annual basis.
3. The Company and Union are committed to completing the initial training as soon as possible.
4. The Journeyman Lineman wage increase effective July 1, 2005 will be the effective percentage increase times the Journeyman Lineman hourly wage plus \$.50 per hour. This is based upon the rubber gloving program being implemented no later than December 31, 2005.
5. Testing of certified aerial bucket trucks and certified digger derricks will be done semi-annually. These tests shall meet or exceed OSHA and ANSI Standards with a sticker placed on each bucket liner which clearly states the next due date. Booms shall be tested more often upon request. This semi-annual testing shall be completed by qualified outside vendors.

The bottom line is that the Cooperative and IBEW Local Union 702 want to insure that gloving of voltages up to 15 KV only occurs when it can be done safely.