

AGREEMENT

Between



**Ozark Border
Electric Cooperative**

(EMPLOYER)

And



IBEW LOCAL 702

OPERATING DEPARTMENT

Effective

JUNE 22, 2019 THROUGH JUNE 21, 2024

OZARK BORDER ELECTRIC COOPERATIVE
Outside Union Contract
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AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of June, 2019, by and between the OZARK BORDER ELECTRIC COOPERATIVE, 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, AFL-CIO, party of the second part, who may be referred to hereinafter as the "Local Union".

THIS AGREEMENT, shall be binding upon the Cooperative, its successors or assigns, and shall take effect June 22, 2019 and shall remain in full force and effect until and including June 21, 2024, 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 either party to the other. If amendment is desired, the contents of amendment shall accompany the notice. Changes mutually agreed to may be made at any time.

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

ARTICLE I

SCOPE OF AGREEMENT AND UNION SECURITY

SECTION 1. Pursuant to certification by the NLRB (Case No. 14-RC-1377), the Cooperative recognizes Local Union 702 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent and representative of its operating department personnel consisting of production, maintenance and construction employees. Office, clerical, professional, supervisory and guards as defined in the Labor Relations Act are specifically excluded from this Agreement.

RE-CLEARING RIGHT-OF-WAY - This work is of a seasonal and temporary nature. Present employees of the Local Union in the Forestry Classifications are included in the scope of this Agreement. Members of the Cooperative who are employed for less than one hundred forty-one (141) working days in a calendar year on re-clearing right-of-way, whether as direct employees of the Cooperative or under contract, are specifically excluded from this Agreement. Except as performed by present employees of the Local Union all re-clearing of right-of-way is specifically excluded from this Agreement.

SECTION 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 Union as usually performed by the employees of the Cooperative covered by this Agreement as set out in Section 1 above.

SECTION 3. It is agreed by the parties hereto that all present and new employees, except those transferred to supervisory positions outside the Union, also former employees returning to work, shall be and remain or required to become 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 one hundred eighty (180) days 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 whosoever it chooses without regard to membership or non-membership in the Local Union except that after said probationary period all new employees shall become members of the Local Union. All new employees shall be informed in writing of their definite classification upon completion of their one hundred eighty (180) day probationary period. At the request of the Cooperative, the Local Union shall make reasonable efforts to furnish the Cooperative with such workmen within the classification herein as the Cooperative may request.

SECTION 4. It is understood and agreed that no member of the Union shall be discriminated against or denied employment because of his activities in legitimate matters affecting the Union, however, the Cooperative will not be required to compensate an employee absent from his regularly assigned duties for the purpose of conducting business for the Union.

SECTION 5. In the event the Cooperative desires to contract work normally done by the members of the Union, it is mutually agreed between the parties that if such work is contracted the present working forces shall not be reduced as a result of work contracted out, but nothing in this section shall prevent or prohibit the Cooperative from accepting the lowest bid or negotiated price on any contract for construction work.

SECTION 6. Except as otherwise specifically provided herein, the Cooperative shall:

1. Have the right to manage its business and its properties and to direct its working forces.
2. Have the right to employ, transfer, lay off, promote, demote, discipline, and discharge its employees subject however, to the terms of this Agreement. The Cooperative shall, however, reserve the right to discharge any employee for physical inability to perform his work, violation of agreed safety practices, sleeping on the job, or other just cause.
3. Be the sole judge of the qualifications and of the classifications of its employees.
4. All employees who are hired, or re-hired, after April 30, 1976, will be required, as conditions of continued employment to reside within a twenty (20) mile driving distance of their assigned service area headquarters.
5. Require all employees of Ozark Border Electric Cooperative with the classification of Apprentice Lineman, Journeyman Lineman, Service Foreman, and Crew Foreman, to perform annually pole top rescue training and bucket rescue training. This is a Cooperative requirement and an OSHA Section 1910.269 requirement. Those unable to complete this training and perform the necessary pole top and bucket rescue will not be considered qualified as a lineman at Ozark Border Electric Cooperative.

6. All employees with a classification of 4th year Apprentice Lineman, Journeyman Lineman, Service Foreman, and Crew Foreman shall be required to be included on the call-out log and will be expected to work after-hours outages. Employees holding the above-referenced classifications and on the call-out roster will be expected to respond to a minimum of twenty-five percent (25%) of the opportunities to work after-hours outages. The minimum twenty-five percent (25%) call-out response requirement shall be implemented throughout this Agreement in the following manner:
 - A. All employees shall be given a clean slate with regard to callout percentages beginning June 22, 2019.
 - B. Beginning July 1, 2019, employees will be required to work twenty-five percent (25%) of their calls, measured every six months (January through June and July through December) to be eligible for off-property, storm restoration assignments. All employees shall be eligible for off-property responses during the last six months of 2019.
 - C. Employees who fail to meet the minimum twenty-five percent (25%) callout response threshold, MAY be subject to progressive discipline, under the following conditions:
 - i. Any employee working in excess of 150 hours of overtime, regardless of scheduled/pre-arranged or called out shall be exempt from the minimum twenty-five percent (25%) callout standard for that six-month period.

- ii. For times when an employee schedules vacation periods that “butt up to” a weekend, it shall be allowed for the employee to remove themselves from the callout list and not have occurrences count against them for the minimum twenty-five percent (25%) callout response requirement.
- iii. Employees shall only be “charged” one time against their percentage for continued calls for the same outage reason, i.e. major storm, etc.
- iv. The progressive discipline steps shall be as follows:
 - 1. First Offense: Written Reprimand
 - 2. Second Offense: Written Reprimand and 1-Day Suspension without pay
 - 3. Third Offense: Written Reprimand and 3-Day Suspension without pay
 - 4. Fourth Offense: Written Reprimand, 30-Day Suspension without pay and Final Warning
 - 5. Fifth Offense: Termination
- v. For every two (2) successive six-month periods of which an employee achieves the minimum callout percentage, they shall have their progressive discipline step reduced, if applicable.

Example: Employee does not meet the twenty-five percent (25%) callout requirement for the 2nd six months of 2020; First Step - Written Reprimand. Employee does not meet the callout requirement for the 1st six months of 2021; Second Step - Written Reprimand and 1-Day Suspension without pay. Employee meets 2nd six months of 2021 and 1st six months of 2022; elimination of Second Step - Written Reprimand and 1-Day Suspension without pay. Employee does not meet 2nd six months of 2022; Second Step - Written Reprimand and 1-Day Suspension without pay.

- vi. The progressive discipline approach is not meant to be a punitive damage approach, but the Cooperative is dependent upon employees responding to an acceptable number of callout opportunities. For this reason, the callout percentage is set at one out of four calls to allow employees the freedom to enjoy personal time off away from work, but recognizes the Cooperative's need to be responsive to the members' needs.
 - vii. The Cooperative will publish the employee's current callout percentage once per month.
- D. In an effort to respond expediently to member outages, the Union will encourage all employees to answer their calls and state whether or not they are able to respond.
 - E. Should the Cooperative transition to any sort of an "automated callout system", the Parties shall reconvene to address any issues or concerns with regard to the implementation and application of such "automated callout system" with regard to this Section.
 - F. Any and all steps of this process are grievable by the employee through the provisions contained in this Labor Agreement.

7. Require all employees to obtain and maintain the appropriate level of Commercial Drivers License (CDL) for their respective job classification as a condition of employment, with such associated expense being reimbursed by the Cooperative upon proof of the expense. Employees who do not possess, or who have their CDL suspended, revoked, or otherwise lose their CDL will have sixty (60) days from the date of loss to get either the CDL reinstated or to secure a hardship license. During this time, the Cooperative retains the right to assign employees on single man trucks to construction crews, and employees in warehouse classifications will be restricted from operating Cooperative vehicles off of Cooperative property. Failure to obtain a valid license (a hardship license is acceptable) during this first sixty (60) days, will subject the employee to non-paid, non-disciplinary suspension until some form of valid license is obtained. Finally, the employee shall then have one (1) year to get their full CDL reinstated in order to continue employment with the Cooperative. During this time, including the first sixty (60) allowable days, the Cooperative shall have the right to remove the employee's name from the callout list for responses that would require one person, but shall be retained on the list for callouts requiring two (2) or more employees.

SECTION 7. 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 8. The Union agrees there shall be no strike, lockout, slow down or suspension of work nor shall any item of the Cooperative's property be knowingly changed in a manner that it will not function in the way most economical to the Cooperative during the term of this Agreement, because of the interpretation or application of the provisions of this Agreement. All such questions or disputes shall be handled in the manner provided for herein. The Cooperative agrees that there shall be no lockouts or action knowingly to provoke a strike.

ARTICLE II

SENIORITY

SECTION 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 date of re-employment after his most recent loss of seniority hereunder.

The foregoing shall not alter or effect seniority rights such as vacations, personal 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. It being understood, however, that when an employee's seniority has been broken for reasons as hereinafter provided in Article II, Section 3, and the employee is re-hired, he shall have forfeited all accumulated employee benefits and privileges which he had accrued during his prior service with the Cooperative.

SECTION 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 journeymen 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 the time of 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.

SECTION 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.
- (c) If the employee is absent from work without authorized leave except when satisfactory reasons for his absence are given.
- (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 within this three (3) day period.

(e) If an employee is laid off for twelve (12) consecutive months, he shall, however, not lose his seniority if said seniority exceeds twelve (12) months. In all other case where an employee is laid off for more than twelve (12) consecutive months he shall not lose his seniority unless he is laid off for a continuous period equal to the seniority he had acquired prior thereto. In the event that an employee with five or more years of service is laid off in excess of five continuous years, then the seniority of such employee shall terminate.

SECTION 4. Promotions shall be made and vacancies shall be filled based on seniority, ability and qualifications. Ability and qualifications being reasonably equal, seniority shall prevail.

(a) Should an employee deny a promotion, it shall have no effect on his future promotions.

Should all employees in lower classifications refuse such a promotion the Cooperative may then hire an additional employee for the position. If the Cooperative feels that additional help is not required, they may release the employee with the least seniority who due to his present classification would have been eligible for such promotion in order to make room for such additional employee.

(b) An employee promoted or hired for a new position, other than a new employee, will be given a maximum of ninety (90) days to demonstrate his qualifications and ability to management, or in the case they were hired specifically for the position, released from the Cooperative's employ. If an employee declines to continue in a job to which he was promoted he shall be returned to the position he formerly held, subject, however, to the provisions of Article II, Section IV, paragraph (a) above, and shall be prohibited to bid on the same type of job for one hundred eighty (180) day period.

(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. The successful bidder will be awarded and assigned to the position within a period of ten days.

This section shall apply only to such positions as are specifically covered under the terms of this agreement.

SECTION 5. An employee who has established seniority, if he can be separated from duty, 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.

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.

ARTICLE III

NEGOTIATION AND ARBITRATION

SECTION 1. 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 2. The Cooperative agrees to meet and treat 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.

(a) Any dispute arising between the employee and/or employees, and the Cooperative must be submitted in writing on an agreed form setting forth the nature of the dispute, or the alleged violation of any provision of this Agreement within a five-day period after the alleged violation or dispute arises. Three copies of the written statement of grievance will be required. One copy to be forwarded to the Cooperative office, one copy to be forwarded to the Union office, third copy retained by the employee, and/or employees.

(b) Upon receipt of the written statement of grievance by the Cooperative and the Union, a meeting will be held between two representatives of the Cooperative and two representatives of the Union and the aggrieved employee and/or employees within ten (10) days after receipt of the statement of grievance, and together will endeavor to resolve the dispute at this meeting.

(c) In the event that no satisfactory agreement is reached as set forth in sub-section (b), the matter will be submitted immediately to arbitration for settlement.

(d) Either or both parties shall notify Federal mediation and Conciliation Service, Washington, D. C. for the purpose of obtaining a fifth member who will serve as an impartial chairman of the grievance committee who will hear and consider the evidence submitted and render a decision on the grievance or grievances presented, and the decision rendered by such chairman will be final and binding on both parties.

(e) Each party shall bear the expenses of its own committee members, and the expenses of the fifth member or impartial chairman shall be borne equally between both parties.

SECTION 3. It is agreed that the procedure set forth in Sec. 2, above, may be initiated by either party to this Agreement. It is further agreed and understood that neither party to this Agreement will resort to other methods than those agreed in Sec. 2, to effect a settlement of differences.

ARTICLE IV

CLASSIFICATION OF EMPLOYEES AND RATES OF PAY

STRAIGHT TIME HOURLY PAY

CLASSIFICATION	3% 6-22-19	3% 6-22-20	3% 6-22-21	3% 6-22-22	3% 6-22-23
Crew Foreman	\$40.76	\$41.98	\$43.24	\$44.54	\$45.87
Service Foreman	\$39.46	\$40.64	\$41.86	\$43.12	\$45.87
Journeyman Lineman	\$38.96	\$40.13	\$41.34	\$42.58	\$43.86
Fourth Year Apprentice	\$35.10	\$36.16	\$37.24	\$38.36	\$39.51
Third Year Apprentice	\$30.58	\$31.50	\$32.44	\$33.42	\$34.42
Second Year Apprentice	\$26.76	\$27.56	\$28.39	\$29.24	\$30.12
First Year Apprentice	\$22.95	\$23.64	\$24.35	\$25.08	\$25.83
Journeyman Warehouseman	\$31.47	\$32.41	\$33.38	\$34.38	\$35.42
Warehouse Clerk	\$32.17	\$33.13	\$34.13	\$35.15	\$36.20

It was agreed that the Forestry classification as well as Groundman Truck driver and Groundman classification would be deleted from the Appendix with the understanding that in the event the Cooperative shall again re-implement these classifications, at that time they will become an integral part of the contract.

New employees classified as Warehouse Clerks and Journeyman Warehouseman shall have a starting wage of eighty (80) percent of the Journeyman Warehouseman's pay rate. After one (1) year, he shall receive ninety (90) percent of the rate. After two (2) years, he shall receive one hundred (100) percent of the rate.

ARTICLE V

GENERAL RULES AND WORKING CONDITIONS

SECTION 1.

- (a.) The normal work week for all employees except warehouse employees shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday, and the normal work day shall consist of eight hours from 8:00 A.M. to 4:30 P.M. with one-half (½) hour for lunch starting at 12:00 noon. The ½ hour lunch includes travel time and time to eat lunch. It is mutually agreed to back up all starting times by one hour from Memorial Day to Labor Day. It is further agreed that all other applicable provisions of this agreement will coordinate with the adjusted starting time, with the exception that lunch will stay from 12:00 noon to 12:30 P.M.
- (b.) The normal work week for warehouse employees shall consist of forty (40) hours of five (5) consecutive days Monday through Friday, and the normal work day for warehouse employees shall consist of eight hours either from 8:00 A.M. to 5:00 P.M. or from 7:00 A.M. to 4:00 P.M. The lunch hour for the 8:00 A.M. to 5:00 P.M. shift will be from 12:00 noon to 1:00 P.M. The lunch hour for the 7:00 A.M. to 4:00 P.M. shift will be from 11:00 A.M. to 12:00 noon.

SECTION 2. When conditions require that an employee be assigned pre-arranged work outside his regularly assigned service headquarters area, and such assigned project would require more than eight (8) hours to complete, the Cooperative shall have the option of transporting the employee back to his regularly assigned headquarters, or provide overnight lodging at or near the project site. In all cases where the Cooperative exercises its option to provide overnight lodging in the nearest motel, the Cooperative will give the employee a minimum of thirty-six (36) hours

advance notice. When employee is required to remain at the location overnight, all expenses incurred by the employee for meals and lodging, after the first eight (8) hours or regularly scheduled work, shall be paid for by the Cooperative; provided however, that the cost of meals, so provided, will be paid for at the rates as established in Article V, Section 5.

SECTION 3. On regular scheduled work days, the following provisions shall apply regarding meal entitlement:

- (a) When an employee is required to continue working on the job for one hour past his regular quitting time (4:30 P.M.), the Cooperative shall furnish a meal and an additional meal at each five (5) hour intervals thereafter until such employee is released from duty.
- (b) Employees called out for work between the hours of 5:30 P.M. and 12:00 Midnight shall be entitled to one (1) meal after five (5) hours of work and have an additional meal every five (5) hour interval thereafter until released from duty.
- (c) Employees called out for work between the hours of 12:00 Midnight and 6:00 A.M. shall be entitled to one (1) meal after five hours work or at 6:00 A.M., whichever first occurs and at five (5) hour intervals thereafter until released from duty. However, an employee will be entitled to a morning meal and noon meal only if he is released from duty on or before his normal quitting time.
- (d) Employees called out for work between the hours of 6:00 A.M. and 7:00 A.M. shall be entitled to one (1) meal at 8:00 A.M. and one (1) meal at 12:00 Noon.

SECTION 4. On non-scheduled work days, hereinafter defined as Saturdays, Sundays and recognized holidays, the following provisions shall apply regarding meal entitlement:

(a) Employees called out for work between the hours of 6:00 A.M. and 8:00 A.M. will be entitled to one (1) meal at 8:00 A.M. and at five (5) hour intervals thereafter until released from duty.

(b) Employees called out for work between the hours of 8:00 A.M. and 12:00 Noon will be entitled to one (1) meal at 12:00 Noon and at five (5) hour intervals thereafter until released from duty.

(c) All employees called out for work between the hours of 12:00 Noon and 12:00 Midnight will be entitled to one (1) meal after five (5) hours work, or at 6:00 P.M. whichever first occurs and at every five (5) hour interval thereafter until released from duty.

(d) Employees called out for work between the hours of 12:00 Midnight and 6:00 A.M. will be entitled to one (1) meal after five (5) hours work or at 6:00 A.M. whichever first occurs and at five (5) hour intervals thereafter until released from duty.

SECTION 5. Employees qualifying for meals as provided for in Sections 3 and 4 above, will be paid for the actual time required to eat such meal. Employees qualifying for a meal will be paid for the meal whether it is eaten or not. However, the normally allotted time for eating a meal will not be paid unless the meal is actually eaten. Where the employee is claiming time for eating a meal as heretofore provided, he shall produce a receipt from the restaurant from where he took his meal. All meals will be paid for at the rate of \$14 per meal starting June 22, 2019 and will increase to \$15 per meal starting on June 22, 2020. All meals will be paid for at the rate of \$15.50 per meal starting June 22, 2022.

SECTION 6. Employees shall be permitted to take fifteen (15) minute rest breaks morning and afternoon, to be taken in the field. The rest break may not be taken in a public restaurant.

SECTION 7. All employees covered by this Agreement shall receive full time employment, provided they are ready and in condition to perform their work. Employees laid off because a job is completed or shut down for reasons beyond the Cooperative's 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.

SECTION 8. The following will be recognized as holidays and employees shall not be required to work on these holidays or the days celebrated therefore except in emergencies: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day. All employees covered herein shall receive eight (8) straight time hours pay for each of the above holidays or the days celebrated therefore.

SECTION 9. All time worked in excess of regular hours shall be paid for at the rate of time and one-half except as hereinafter provided. All the (overtime) will be paid to the nearest one-fourth ($\frac{1}{4}$) hour as follows:

<u>Minutes</u>	<u>Time Paid</u>
1 - 15	$\frac{1}{4}$ hour
16 - 30	$\frac{1}{2}$ hour
31 - 45	$\frac{3}{4}$ hour
46 - 60	1 hour

Overtime shall be divided as equally and impartially as possible and practical among the employees of each office or sub-office.

SECTION 10. When an employee is called out between the hours of 4:30 P.M. and 8:00 A.M., he shall receive not less than two (2) hours time at the applicable overtime rate, office to office, plus one (1) hour driving time, (1/2 hour each way), except that if he works longer than two (2) hours, he shall receive the applicable overtime rate for the entire time worked before 8:00 A.M. "Called Out" is hereby defined as those instances where the employee is contacted personally or by telephone.

SECTION 11. When employees work on Sundays, or holidays, they shall receive double time, plus holiday pay, for the entire time worked, and in no case shall they receive less than two (2) hours at the rate of double time, office to office, plus one (1) hour driving time, (1/2 hour each way).

SECTION 12. When an employee is temporarily assigned to a higher rated classification, he shall during such period, receive the rate of pay of the classification to which he is so assigned; and when an employee is temporarily assigned to a lower rated classification, he shall receive the rate of pay of his regular classification.

SECTION 13. Employees will be paid every Friday. When payday falls on a holiday, employees will be paid the day previous.

SECTION 14. The Cooperative will pay all employees each week by direct deposit. The Cooperative agrees to deduct Union dues from the checks of each full-time employee who has signed a payroll authorization form for the deduction of Union dues. The amount of Union dues to be deducted will be provided to the Cooperative by the Union in a timely manner and prior to the time needed to prepare the weekly payroll checks. The Union will provide the Cooperative a notice of two weeks in advance of changes in Union dues to be deducted. The amount deducted for Union dues will be forwarded to the Financial Secretary of the IBEW Local 702 each week. Any disputes between the Union and the employee in the amount of dues owed will be resolved between the Union and the employee.

This section shall apply to all full-time employees who have elected to become part of the Union, regardless of whether they have completed their one hundred eighty (180) day probationary period. Nothing in this section shall require the Cooperative to utilize the formal grievance procedure with regard to an employee who has not successfully completed the one hundred eighty (180) day probationary period. The Cooperative and the Union mutually agree that employees who are still within the one hundred eighty (180) day probationary period may be terminated at any time by the Cooperative without resort to the grievance procedure.

SECTION 15. Nothing in this Agreement shall be so construed as requiring the Cooperative to employ any person not required in the proper and efficient operation of its properties.

SECTION 16. The Cooperative and the Union, by mutual agreement, may suspend or may alter the provisions of this Article, in case of mutual desire to provide employment for an employee who has been partially disabled.

SECTION 17. No employee covered by this agreement shall be absent from duty without securing permission from their operations supervisor or the designated substitute. In case of illness the employee shall use every effort to notify their supervisor in ample time before working hours. Leaving a message with the dispatcher is not acceptable.

SECTION 18. Employees shall be entitled to the necessary time, (not to exceed three (3) hours off with pay) for the purpose of voting at all State, County, City, and National elections, provided they are eligible to vote and do actually vote.

SECTION 19. The Cooperative shall furnish all employees' tools including the first set and worn out or defective tools upon their surrender. Tools will be limited to the following items: Body belt, safety strap, climbers and pads, tool holster, connector pouch, 10" or 12" crescent wrench, folding wood rule, screw driver, channel lock pliers, side-cut pliers, hammer, skinning knife, safety goggles, needle nose pliers, and diagonal side cutters. The Cooperative shall be allowed to inspect and dispose of tools considered by them to be unsafe. Obvious repeated abuse of tools shall be sufficient for refusal to replace. The Cooperative shall also furnish necessary safety equipment, hot sticks, grounding sets, cover-up equipment, and rubber goods for the proper and safe performance of the work, and employees shall use every effort to preserve the safety equipment furnished by the Cooperative and shall use the equipment when necessary.

SECTION 20. Employees will be advised and instructed where major changes in apparatus, wiring or procedures are made.

SECTION 21. At no time will any employee be required to perform any hazardous task outside his classification. When employees are assigned work which they feel would require additional help in order to safely complete the assignment, they may request this additional help and where it is determined by **COOPERATIVE SUPERVISORY PERSONNEL**, that such additional help is required, such additional help shall be furnished.

SECTION 22. The Cooperative will not require employees to do construction or maintenance work on electric lines during inclement weather unless such work is necessary to protect life or property or maintain service to the public. During such periods that employees are, on account of inclement weather, excused from performing their regular duties, they shall perform at the direction of the Cooperative any other work to which they may be assigned, the Cooperative agreeing, however, that such work will be performed under shelter.

SECTION 23. When it is necessary to climb a pole or structure to perform work, at least two (2) employees, both of whom are qualified and able to climb, shall be present. When such work involves work on energized circuits operating from 600 to 14,400 volts, phase to ground, one such employee shall hold at least a Journeyman Lineman classification and other such employee shall be at least a 4th year Apprentice. When such work involves work on overhead energized circuits of from 0 to 600 volts, phase to ground, one of the employees shall hold at least a Journeyman Lineman classification and such other employee shall be at least a 2nd year Apprentice. In such instances, the Journeyman Lineman shall receive Service Foreman's pay.

SECTION 24. Employees holding the classification of Journeyman Lineman or above may perform, without assistance, the following operative functions; fuse, connect and disconnect transformers and capacitors, disconnect and re-connect hot line jumpers, open and close cutouts, circuit breakers, reclosers, sectionalizers and air-break switching devices, and install, remove, and read meters and patrol lines for trouble. It being agreed, however, that such operations shall not be required where it would be necessary to climb poles or "ladders", or perform work on any energized underground system. Lines either overhead or underground shall be considered energized until they are disconnected and properly grounded. The foregoing work may be performed on a twenty-four-hour basis with the use of a long extendo hot stick. One employee holding the classification of Journeyman Lineman or above, using a bucket truck, may perform all the duties outlined above and may work secondary circuit from zero to 600 volts, including pulling up duplex wire on secondary pole less than 600 volts, and install, remove and maintain mercury vapor lights from sunrise to sunset.

It is further agreed that one (1) Journeyman Lineman may open and close pad mounted transformers, connect and disconnect pad mounted transformers, including fusing, and connecting and disconnecting service within pad mounted transformers without assistance during regular scheduled work hours. Additionally, it shall be allowed for one (1) Journeyman Lineman to open and close pad mounted transformers during daylight hours for emergency locates, unless he is in need of additional assistance, which shall be provided.

It is further agreed that a Journeyman Lineman may use a ladder, provided it is not used on a pole or installing a service line on a house or building.

SECTION 25. The safety rules set up and agreed upon by the parties hereto must be strictly adhered to by both the employees and the Cooperative. Any repeated, deliberate, or willful violation of the safety rules will cause the employee to be subject to disciplinary action.

SECTION 26. If the Cooperative desires to use any employee on a standby basis, it will be distributed among qualified employees as nearly as possible. Standby pay shall be two (2) hours straight time pay for each calendar day of standby. If an employee is placed on standby, he shall receive the two (2) hours straight time in addition to the regular rate applicable for all hours actually worked. Standby will be assigned for all Sundays and Holidays and whenever else required by the Cooperative Management.

Standby time shall be defined as time available for making necessary repairs to restore service, or to repair lines or equipment considered a hazard to life or property. The employee scheduled for standby on Sunday is not required to stand by the remainder of the week, but shall have preference for all calls during his regularly scheduled work week that includes the Sunday. Since, however, such employee has preference for all calls, he is requested, whenever possible to advise the Cooperative where he may be reached.

Schedules of standby service shall be posted in advance on the bulletin board and will not be changed except by mutual consent of the employees involved or in cases of emergency.

SECTION 27. Any employee who is required by the Cooperative to wait at the office of the Cooperative shall be considered to be in a working status; however, mere presence of an employee at any of the properties of the Cooperative without a specific request or demand on the part of the Cooperative shall not be considered working time.

SECTION 28. Foreman in charge of four or more men shall not climb poles or do other Linemen'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 Crew Foreman being absent from the job two hours or more, an employee holding the rank of Journeyman Lineman or above shall be designated as Crew Foreman. His duties shall be the same as those of the Crew Foreman and he shall receive Crew Foreman pay.

(b) On any job where four (4) men are employed, a Lineman shall be designated as Foreman and in addition to his duties as Foreman, he shall perform work and receive Foreman's pay.

SECTION 29. Beginning on January 1, 2015, and continuing during the life of this Agreement, the employees covered by this Agreement have elected to have group medical and prescription drug insurance through Line Construction Benefit Fund (LINECO), with the Cooperative paying one hundred percent (100%) of the premiums for such insurance for the life of the Agreement, up to the following per employee monthly maximum caps:

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Monthly Cap:	\$1,372.95	\$1,455.33	\$1,542.65	\$1,635.21	\$1,733.32	\$1,837.32

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

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

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

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

The Cooperative will pay one hundred percent (100%) of the premium for the NRECA life insurance plan equal to five (5) times base pay, as well as accidental death and dismemberment at the same rate.

Effective January 1, 2015, employees who have retired under previous collective bargaining agreements will no longer be entitled to purchase through the Cooperative post-retirement medical insurance benefits for himself, his spouse, and/or his dependents, in that LINECO does not allow employees who retired prior to the effective date of this Agreement to obtain coverage with the employees covered by this Agreement, and, since the employees covered by this agreement are moving their health and prescription drug insurance from NRECA on January 1, 2015, NRECA will no longer have a plan for bargaining unit employees or retirees.

SECTION 30. If an employee is required to serve on jury duty in the county excluding Grand Jury, the Cooperative will pay such employee the difference between the amount actually received for jury duty and the employee's regular wages.

SECTION 31. Any employee who has completed sixteen (16) hours of continuous duty (including travel time) which has not been interrupted by at least a four (4) hour continuous period, shall be entitled to an eight (8) hour rest period. Should circumstances require, and both the employee and the Cooperative agree that the employee continue beyond the sixteen (16) hour period, the employee shall be compensated at the double time rate of pay for all hours worked in excess of sixteen (16) hours and the employee shall then be entitled to an eight (8) hour rest period. If the rest period extends into his regularly scheduled work day, he shall lose no time thereby.

SECTION 32. Should the Cooperative desire to use any employee for scheduled overtime work, the employee shall be given a twelve (12) hour notice of such work. The scheduled overtime will not be considered a "call out" as defined in Article V Section 10 if it is scheduled two (2) hours before 8:00 A.M. during the regular work week, added on to the regular work day or scheduled for eight (8) hours on Saturday. Other scheduled overtime will be considered a call out. Weather conditions or emergency work may cause the schedule of overtime work to be cancelled without prior notice. Should other changes in the Cooperative's plans necessitate the cancellation of scheduled overtime work, the affected employee shall be so notified prior to the end of his last regular work day. Meals will be paid according to Article 5 Sections 3, 4, and 5. No employee will be disciplined for declining scheduled overtime.

SECTION 33. Supervisors shall not perform work normally done by the Union, but nothing shall prohibit supervisors from opening and closing breakers during emergency situations when there are not a sufficient number of Union personnel to perform this work, or if a sufficient number of Union employees is not available.

SECTION 34. The Cooperative agrees to continue the NRECA's Retirement and Security Defined Benefit Pension Plan, which shall provide for a normal retirement age of 65, a 2.0 benefit multiplier for all qualified years of service in the plan, a 50% death benefit, non-COLA, with the quasi-retirement and lump sum features available, with the funding outlined as follows:

- For the duration of the Agreement, the employee shall contribute the first three percent (3.0%) of the required contribution, to be deducted from base earnings, with the Cooperative paying the remaining portion.
- Should there be a moratorium on required contributions for this plan during the term of this Agreement, or should the funding level fall below the three percent (3.0%) of the required employee contribution (all or any part thereof), the employee shall be notified of such, have the deductions halted and the amount placed on his paycheck.

Furthermore, the Cooperative agrees, beginning January 1, 2020, to match the first one percent (1%) contributed by the employee into the current 401k Plan. Should an employee not contribute to the Plan, there will be no matching funds deposited into that employee's account.

SECTION 35. Each employee covered under this Agreement shall provide their own work uniform clothing as outlined herein. For this purpose, each newly hired employee will be provided an initial credit with a third party vendor approved by the Cooperative, in the amount of one thousand seven hundred dollars (\$1,700.00), for purchase by the employee of Flame Resistant clothing to include shirts, pants, and outerwear (not including FR rain gear which will continue to be provided by the Cooperative), in the color and styles approved by the Cooperative, of the employees choosing out of the vendor's catalog. After the initial year allowance, each employee will thereafter be allowed an annual clothing allowance of one thousand dollars (\$1,000.00), payable by a credit with the vendor on the first working day of the calendar year. Existing employees on the effective date of this Amendment shall be allowed to retain their current FR clothing that had previously been supplied by the Cooperative and shall be allowed a full year's allowance at one thousand dollars (\$1,000.00).

Any or all of each employee's unused credit may be carried over from year to year with no maximum amount to be accumulated, but it is intended for employees to utilize such program to keep their clothing in the best possible condition for the protection of the wearer.

All work clothing will be laundered by the employee at their own expense, and will be kept in a neat and presentable manner, without visible holes, tears, unauthorized printing, etc.

All shirts shall be printed or embroidered with the Cooperative logo on the left front, and names of the employees shall be optional at the employee's preference. Such work uniform clothing shall be worn by the employee at all times while working for the Cooperative, including while working on call outs. Failure of the employee to arrive for work adequately dressed will result in the employee being sent home on unpaid time to comply with this requirement. Repeated occurrences of this type may lead to disciplinary action by the Cooperative. For its part, so that employees may not be required to return home in order to equip themselves with the proper clothing, the Cooperative agrees to provide facilities for employees to store additional work clothing at the respective work headquarters.

Finally, the parties agree that should any requirements under the Occupational Safety and Health Act alter or amend any current or future regulations that affect this or other parts of this Agreement, the Cooperative and Union agree to reconvene to discuss with the intention of reaching a mutually agreeable arrangement for compliance with such matters.

SECTION 36. All employees who work off-property, storm restoration assignments shall be paid at 1.5 times their normal wage rate from the first minute they leave the Cooperative's system until they return to the Cooperative's system. The parties mutually understand that the full cost of the employees' time will be reimbursed by the requesting cooperative. The parties agree to reconvene to discuss with the intention of reaching a mutually agreeable arrangement for payment should this understanding prove to be inaccurate.

ARTICLE VI

VACATIONS

SECTION 1. An employee will be granted an annual vacation with full pay of ten working days per vacation year after he has completed his first year of service. Employees who have completed ten years of service shall be granted an annual vacation with full pay of fifteen working days per vacation year. After completion of twenty (20) years' service, employees will be granted an annual vacation of twenty (20) working days with full pay. Employees who have completed twenty-five years of service with the Cooperative will be entitled to five weeks (25 working days) vacation per year.

SECTION 2. Vacation schedules shall be arranged as near to the wishes of the employees as efficient operation of the property will permit. Vacations are to be taken in one or more work periods of not less than one calendar week in duration. This provision may be altered providing the Cooperative will agree to a different division of vacation time for special reasons. Vacations may be taken at any time during the vacation year.

ARTICLE VII

PERSONAL LEAVE, WORKERS COMPENSATION AND RHRA BENEFITS

SECTION 1. The Cooperative and Union mutually agree that employees have diverse needs for time off from work due to illness. The Cooperative has established this personal leave policy to meet those needs. The personal leave policy replaces the prior sick leave and family sick leave provisions. The personal leave policy does not take the place of vacations as described in Article VI herein. The benefits of personal leave are that it promotes a flexible approach to time off, with paid time away from work that can be used for personal illness, illness of dependents, illness of other family members or for bereavement. The employee's family, for the purpose of this section, shall be considered as including the employee's spouse, son, daughter, son-in-law, daughter-in-law, brother, sister, father, mother, father-in-law, mother-in-law, grandparent, grandchild, step-children living in the home or on employee insurance or any other related person living in the employee's household. Employees are accountable and responsible for managing their own personal leave hours to allow for adequate reserves if there is a need to cover illness, disability, appointments, emergencies or other situations that require time off from work. Personal leave must be scheduled in advance through the employee's supervisor.

Employees shall accrue personal leave at the rate of 12 hours per month with a cap of one thousand (1,000) hours.

SECTION 2. Personal leave with pay may be reduced or entirely eliminated if, upon investigation, it is found that the employee in question is abusing this privilege. The Cooperative shall give notice to the Union of any impending investigation.

SECTION 3. In the event any employee is absent from work because of occupational accident, the employee will be paid 100% of his regular rate for the first three (3) days and 80% of his regular rate of pay for the remainder of the time lost, less the amount of compensation payments paid the employee by the Cooperative under the Missouri Workers' Compensation Act for his regularly scheduled hours, as determined by his normal work schedule for all time lost not to exceed 52 weeks regardless of his length of service with the Cooperative. The employee will be compensated on the above basis for each occupational accident; however, such payment shall cease no later than when the employee is physically fit to return to his regular job and his workman's compensation payments under the Missouri Workers' Compensation Act are terminated or the employee is awarded a sum settlement or granted an award for either total or partial impairment.

SECTION 4. When any employee who has been in continuous service of the Cooperative for twenty (20) years or more retires, he shall receive a lump sum cash settlement, the equivalent to 50% of all accrued personal leave due but not taken at the time of his retirement. Continuous service provision shall apply only to those employees hired after September 16, 1974.

SECTION 5. The Cooperative has established a Retiree Health Reimbursement Arrangement (RHRA) for medical reimbursements for purposes of Section 105 and 106 of the Internal Revenue Code of 1986, as amended as well as health reimbursement arrangements as defined in IRS Notice 2002-45, the contents of which will be funded at the time of eligible retirement/termination as defined by the RHRA plan.

Employees may choose to “bank” the approved dollar value of unused personal leave and vacation into the prepaid medical reimbursement account. Funds in the employee’s prepaid medical reimbursement account may only be used after an RHRA has been established at the time an employee reaches retiree eligibility as defined by the RHRA plan. No withdrawals from the prepaid medical reimbursement account may be made prior to the employee attaining eligible retiree status as defined by the RHRA plan. Should an employee retire or terminate employment with the Cooperative or die prior to reaching retiree eligibility as defined by the RHRA plan, then the amount of the prepaid medical reimbursement account will be forfeited.

At the end of each calendar year, an employee may choose to transfer the unused personal leave earned in that year for fifty percent (50%) of its book value to that employee’s prepaid medical reimbursement account.

At the end of each calendar year or at the employee’s anniversary date, an employee may choose to transfer any or all unused vacation for one hundred percent (100%) of its book value to that employee’s prepaid medical reimbursement account. All employees shall be required to use at least one week (5 days) of earned vacation per year. Upon termination, payment will be made for any unused vacation leave, and for any vacations earned during the year of termination that would have been available for use the next year. Such earned vacation shall be pro-rated for the time actually worked during that year.

At RHRA eligible retirement the amount accumulated in the prepaid medical reimbursement account shall be applied to the employee’s RHRA account for use on eligible IRS 213D expenses until all such funds have been exhausted. In the event of the death of the retired employee prior to the exhaustion of those funds, the employee’s spouse and/or dependent children will continue to have these funds available until all remaining funds have been exhausted. Should no eligible spouse or dependents remain, the remaining funds will at that time be forfeited.

ARTICLE VIII

APPRENTICE SYSTEM

SECTION 1. The Cooperative may employ not more than one Apprentice Lineman to each Journeyman Lineman.

SECTION 2.

- (a) FIRST YEAR APPRENTICE: A first year apprentice would be expected to climb poles under supervision of a Journeyman and/or a Foreman.
- (b) SECOND YEAR APPRENTICE: A second year apprentice would be expected to perform work on energized secondary circuits of not more than 600 volts under supervision of a Journeyman and/or a Foreman.
- (c) THIRD YEAR APPRENTICE: A third year Apprentice may perform work assisting a Journeyman and/or a Foreman on all classes of work, except rubber glove work on a primary line.
- (d) FOURTH YEAR APPRENTICE: A fourth year Apprentice may perform work assisting a Journeyman and/or a Foreman on all classes of work, except while performing rubber glove work at least two journeymen must be present.

SECTION 3. The Cooperative and the Union may meet and prepare examinations to determine the qualifications of men advancing to Journeymen Linemen's classification. The parties shall then meet within ten (10) days of a request by either, to examine any employee who is nearing the completion of his fourth year of Apprenticeship. In case of disagreement as to the examination or results, mutually agreed arrangements shall be made for examining and grading by some outside party or agency at the cost of the Cooperative.

SECTION 4. All apprentice linemen will be required to attend and complete the I.B.E.W. Local 702 Apprenticeship School, and the Cooperative hereby agrees to purchase all of the associated classroom material, but shall not be held liable for any travel expenses or lost time wages.

Apprentice Linemen who regularly attend the I.B.E.W. Local 702 Apprentice School and satisfactorily pass all examinations will be given a three (3) month reduction in the last three steps of their Apprenticeship as outlined in this section.

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

ARTICLE IX

RUBBER GLOVING

SECTION 1. RUBBER GLOVE WORK:

- a. **General:** The Cooperative and Union agree that the safeguarding of employees, the public, and property from injury or harm is in the common best interest of all parties affected by this article and will cooperate in promoting the realization of the responsibility of the individual employee and of supervisors with regard to the prevention of accidents. It is recognized that the Cooperative ultimately has the exclusive responsibility to provide a safe and healthful workplace and conditions of employment. Nothing in this agreement will make the Union liable to the Cooperative, to any employees or to any other persons in the event that death,

injury, or illness occurs. No member of the Safety Committee, and no employee representative performing safety or health-related functions under this agreement, shall be liable to the Cooperative, to any employees or to any other person for any act or failure to act in his or her capacity as a committee member or Cooperative representative. It is further recognized that the Union maintains certain participatory rights in matters of employee health and safety to the extent set forth in this article.

- b. **Safety Manual:** The established safety rules as set forth in the Association of Missouri Electric Cooperatives Loss Control and Safety Manual shall be incorporated and become an integral part of this agreement. No employee shall be required to perform work in violation of the AMEC Loss Control and Safety Manual, as amended, or perform work which the employee reasonably believes would be hazardous to the individual's safety.
- c. **Promulgation and Enforcement of Accident Prevention rules:** The Cooperative reserves the right to promulgate reasonable accident prevention rules for employees and to insist on the observance of such rules.
- d. The employees will be expected to work up to and including 7,200 volt 15 KV energized lines with rubber gloves and sleeves on June 22, 1999. Starting on June 22, 2000 employees will be expected to work up to and including 14,400 volt 25 KV energized lines with rubber gloves and sleeves.
- e. While rubber glove work is performed on energized primary lines (2,400 volt to 14,400 volt), the recloser shall be set on non-reclose. The recloser shall have a hold tag placed on the device.

- f. Rubber glove work on energized primary lines, 2,400 volt to 14,400 volt, will be performed from an insulated bucket with a 50 KV bucket liner. Trucks used for rubber glove work will be tested twice a year.
- g. Training will be provided and must be completed before employees are qualified to perform rubber glove work on energized lines.
- h. All rubber glove work on energized lines will require a three-man crew, one of which can be a fourth-year apprentice, except in the following situations:
 - a. Only a two-man crew is required for changing insulators and pins on single-phase lines and the road and field phase of three-phase lines.
 - b. A four-man crew is required for setting of poles in a three-phase line, one of which can be a fourth-year apprentice.
- i. All employees will be expected to do rubber glove work except those assigned to the warehouse and those employed prior to 1970. Any lineman employed prior to 1970 will have the option to do rubber glove work.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, executed this Agreement.

OZARK BORDER
ELECTRIC COOPERATIVE

LOCAL UNION NO. 702
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

BY: *Darrell Atkins* PRESIDENT

BY: *Steve Hughton 3-1-19*

DATE: *03.25.19*

DATE: _____

BY: *Marshall G. Jones* SEC. / TREAS.

BY: *Mark Baker*

DATE: *03/25/19*

DATE: *3/1/2019*

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

4/11/2019

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement