

# AGREEMENT

BETWEEN



PEMISCOT-DUNKLIN  
ELECTRIC COOPERATIVE

(EMPLOYER)

AND



IBEW LOCAL 702

LOCAL UNION NO. 702

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
AFL-CIO

Effective October 1, 2019 through September 30, 2024

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## **PREAMBLE**

### **PARTIES TO THIS AGREEMENT:**

Pemiscot-Dunklin Electric Cooperative (“Cooperative”), and

Local Union 702 of the International Brotherhood of Electrical Workers, affiliated with the AFL-CIO (“Union”).

### **STATEMENT OF INTENT:**

The parties shall desire to establish a standard of conditions under which the members of the Union shall work for the Cooperative during the term of this Agreement, and to provide for rates of pay, hours of work and other conditions of employment. The parties desire to regulate their mutual relations, secure harmonious cooperation, and provide a procedure for the prompt and equitable adjustment of all grievances and disputes that may arise during the life of this Agreement.

## **ARTICLE I**

### **SCOPE OF AGREEMENT AND UNION SECURITY**

**Section 1.01 – Union Is Exclusive Bargaining Agent.** The Cooperative recognizes Local Union 702 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent and representative of its employees within the classification of work and/or the employees covered by this Agreement, namely: All production, construction, maintenance and clerical employees, including working foreman, but EXCLUDING professional employees, guards and supervisors as defined in the National Labor Relations Act, as amended.

**Section 1.02 – Territorial Scope of Agreement.** This Agreement shall have effect only on the property of the Cooperative and shall govern all work performed thereon by the permanent Cooperative employees coming under the jurisdiction of the Union.

**Section 1.03 – New Employee Probationary Period.** New employees shall serve a probationary period of one hundred eighty (180) days during which time they shall acquire no seniority rights and the Cooperative shall be the sole judge of their abilities and shall have the right to retain or release them without further recourse from the Union or without the Cooperative's action becoming the subject of a grievance. Employees who are laid off during the probationary period and recalled within six (6) months of the layoff shall receive credit toward the completion of their probationary period of the time served prior to the time of their layoff. Employees who complete their probationary period shall have the Cooperative seniority date as of the date of the beginning of the probationary period.

**Section 1.04 – Required Union Membership.** It is agreed that present employees who have not and do not desire to join the Union, do not need to join the Union as a condition for their continued employment with the Cooperative. It is agreed that all employees who are now members of the Union or who may hereafter become members of the Union shall remain members in good standing during the life of this Agreement. All employees hired after the date of the execution of this Agreement shall be required to join the Union after completion of sixty (60) days and maintain their Union membership as a condition of their continued employment with the Cooperative during the life of this Agreement.

New employees, whose membership in the Union is required, will be allowed, without loss of pay, two (2) hours of orientation with the Business Representative on a date mutually agreeable to both the Company and the Union. Such orientation will be held within the first sixty (60) days of employment, unless extended by mutual agreement because of extenuating circumstances, and will include the International Brotherhood of Electrical Workers CODE OF EXCELLENCE training.

**Section 1.05 – Non-discrimination.** It is agreed and mutually understood that no member of the Union shall be discriminated against or denied employment because of their activities in legitimate matters affecting the Union.

The Union agrees that, through its agents, representative or members, it will not restrain or coerce any employee to become a member of the Union.

**Section 1.06 – No Strike or Slowdown.** 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 not to impose any lockouts or other actions with the intent of provoking a strike.

**Section 1.07 – Severance of Unlawful Portions.** In the event that any of the provisions of this Agreement shall conflict with any applicable 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.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

**Section 2.01 – Cooperative Management Rights.** Except as otherwise specifically provided herein, the right to employ, promote, discipline and discharge employees for just cause is reserved by and shall be vested in the Cooperative. In the event any action by the Cooperative in this connection is discriminatory, such action shall be subject to the grievance procedure herein provided. Promotions and increase or decrease of number of employees shall be made as provided in the seniority clause in this Agreement. It is not the intent of the Cooperative to reduce the number of employees within the bargaining unit and contract out the work that is normally done by the bargaining unit employees. This is not to be construed to mean that the Cooperative cannot decrease the number of employees if there is not a sufficient amount of work to retain them.

The Cooperative reserves the right to change from time to time the qualifications for any position due to changes in methods or use of improved equipment. The Cooperative shall have the sole management of the property and the right to determine how many men it will employ or retain together with the right to exercise full control of its business. This paragraph shall not be used to discriminate against any member because of his lawful Union activities.

## **ARTICLE III**

### **SENIORITY**

**Section 3.01 – Definition of Seniority.** Cooperative seniority shall be divided into groups:

A. *Physical Employees*

1) Electric Distribution Department

2) Support Services Department

i. Mechanic

ii. Storekeeper

\* For job bids within the above-referenced work groups, awarding shall be done in accordance with Section 3.04.



B. *Clerical Employees*

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

**Section 3.02 – Loss of Seniority.** Seniority shall be broken by:

- A. Discharge for cause or quit,
- B. Layoff of two (2) year duration,
- C. Failure to notify the Cooperative of intention to return to work within three (3) days of receipt of notice to return to work from layoff sent to last address of employee on the records of the Cooperative by Certified Mail and then subsequent failure to return to work within seven (7) days of receiving the notice, or
- D. Disability resulting from sickness, accident or failing health which lasts for two (2) years.

**Section 3.03 – Reinstatement of Seniority.** An employee injured while on duty shall be entitled, upon recovery, to reinstatement to his former position with full seniority rights provided he is physically qualified to perform the essential functions of the job.

**Section 3.04 – Promotions within Departments.** Promotion within departments shall be based on ability, qualifications, and department seniority. If ability and qualifications are substantially equal, departmental seniority shall be determinative.

**Section 3.05 – Applications to Fill Vacancies; Temporary Vacancies.** When vacancies occur in a department or when new positions are created, the Cooperative will post a notice on its bulletin board for a period of five (5) working days announcing the opening and shall send a copy thereof to the Union. Employees desiring to be considered shall make written application to the General Manager setting forth their qualifications and shall send a copy of their application to the Union. The Cooperative may make a temporary assignment to the job for the period of four (4) weeks before a permanent appointment is made.

Should a temporary vacancy occur, employees desiring to fill such temporary vacancy shall notify the Manager of the Cooperative and the temporary vacancy shall be filled on the basis of ability and qualification. If ability and qualifications, for those who request to fill the position are substantially equal, seniority shall prevail. It will not be necessary for the Cooperative to post the notice on the bulletin board when the temporary vacancy occurs.

**Section 3.06 – Procedure for Deciding Among Applicants to Fill Vacancies.** The Cooperative shall consider the applicants for the job who are already working in the department in which the vacancy occurs, and, if any of them are qualified, shall make the appointment on the basis of ability, qualifications and seniority with seniority being determinative if ability and qualifications are substantially equal. If no applications from the department in which the vacancy exists are received, or if no applicants from the department are qualified, the Cooperative may either select one of the applicants from the other departments or, at its sole discretion, hire a new employee to fill the vacancy, provided however, that before a new employee is hired, the Union will be notified and given an opportunity to review the qualifications of the employee-applicants and discuss them with the Cooperative.

**Section 3.07 – Effect of Declining Promotion.** Should an employee decline a promotion for which he has applied, he shall not be entitled to apply for promotion for six (6) months thereafter.

**Section 3.08 – Notification of Unsuccessful Bidders.** All unsuccessful bidders and the Local Union will be notified when the position as posted has been filled.

**Section 3.09 – New Position Qualifying Period.** An employee promoted to a new position will be given a reasonable opportunity, usually ninety (90) days, to demonstrate his qualifications for the position. If he fails to qualify within ninety (90) days or demonstrates sooner that he is not qualified, the Local Union shall be notified of the nature of his disqualification and he shall be returned to his former position. The Cooperative is to be the sole judge of qualifications.

**Section 3.10 – Military Service.** Employees of the Cooperative who are now or may be subsequently called under the National Selective Service Act, or who have enlisted in the Armed Forces of the Nation, shall be entitled to all the provisions of said Act with respect to their re-employment by the Cooperative on the termination of their service in the Armed Forces.

**Section 3.11 – Workforce Reduction and Quit Notices.** If it becomes necessary to reduce the working force, the Cooperative will make every effort to give the employees affected sixty (60) days notice but the Cooperative shall not become liable for any pay for failure to give such notice. Employees who quit shall make every effort to give two (2) weeks' notice.

## ARTICLE IV

### GRIEVANCES AND ARBITRATION

**Section 4.01 – Electric Service is Essential to Cooperative Members.** The parties hereto agree that the operations of the Cooperative upon which the employees covered by this Agreement are engaged are essential to the welfare of the communities served by it and they therefore recognize their obligations to furnish continuous electrical service.

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

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

**Section 4.02 – Initial Grievance Procedure.** The employee, accompanied by the steward, shall discuss the grievance with the Manager of the Cooperative. If the matter is not satisfactorily disposed of, the Union shall reduce the grievance to writing and file it with the Manager. The grievance shall thereafter be considered by the Manager of the Cooperative and the Business Manager of the Union who may be accompanied by a committee of employees. An earnest attempt shall be made to settle the grievance at this stage, and the Manager of the Cooperative shall give his answer in writing. Failure of the Union or employees to take action within ten (10) working days of the event which gave rise to the grievance shall result in the matter being dropped.

**Section 4.03 – Request for Arbitration.** If the answer of the Manager of the Cooperative is not satisfactory, the matter may be submitted to arbitration in the manner provided below provided the request for arbitration is filed within thirty (30) calendar days of the date of receipt of the answer of the Manager.

**Section 4.04 – Selection of Arbitration Board.** At the time arbitration is requested, the Union shall designate its representative on the arbitration board. The Cooperative shall designate its representative promptly thereafter and the two designated representatives shall meet for the purpose of selecting a third and impartial member of the arbitration board. In the event the third impartial member of the arbitration board is not selected within five (5) working days, the parties will jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names of qualified arbitrators. Either party may strike one entire panel if it deems all names thereon to be unsatisfactory. Thereafter the parties shall request the Federal Mediation and Conciliation Service to furnish a second panel of seven (7) names. The party making first strike from the panel will be determined by flipping a coin; the other party shall make the second strike, and alternate strikes shall thereafter be made until one (1) name remains, and this person shall be the arbitrator of the dispute. This shall be done within ten (10) working days following receipt of the panel.

**Section 4.05 – Arbitration Jurisdiction and Standard of Review.** The arbitration board shall interpret this contract in accordance with the reserved rights theory of labor contract whereby all rights not specifically limited by the Agreement are reserved to the Cooperative. The arbitration board shall have jurisdiction to decide grievances over the interpretation and application of this Agreement but shall not have jurisdiction over the rights of management not specifically restricted by this Agreement. Matters not subject to arbitration include, but are not limited to:

- A. The number of persons to be employed, and
- B. Relations with customers.

The decision of a majority of the arbitration board shall constitute the decision of the Board and shall be final but may be reviewed in accordance with the standard for review of orders of the National Labor Relations Board. Each party shall pay its own representative on the Arbitration Board but the fees and expenses of the neutral member and other joint expenses in connection with the arbitration shall be divided equally between the Cooperative and the Union.

## **ARTICLE V**

### **VACATIONS**

#### **Section 5.01 – Vacation Accrual Schedule.**

Employees who have completed one year of service will be entitled to an annual vacation with full pay of ten (10) working days per year, as follows:

- (a) Vacation accrual begins on the employee's hire date and accrues evenly between the hire date and the first anniversary of the hire date at the rate of 1.54 hours per week, which shall be known as the "First Year Rate",
- (b) An employee may not use or receive compensation for accrued vacation until the first anniversary of his or her employment,
- (c) The employee shall continue to accrue vacation at the First Year Rate until the seventh anniversary of the employee's hire date.

Employees who have completed eight years of service shall be entitled to an annual vacation with full pay of fifteen (15) working days per year, as follows:

- (a) Beginning at the start of the employee's eighth year of employment, vacation shall accrue evenly at the rate of 2.31 hours per week, which shall be known as the "Eighth Year Rate".
- (b) An employee may use or receive compensation for all accrued vacation at any time after the first anniversary of his or her hire date,
- (c) An employee shall continue to accrue vacation at the Eighth Year Rate until the fourteenth anniversary of the employee's hire date.

Employees who have completed fifteen years of service shall be entitled to an annual vacation with full pay of twenty (20) working days per year, as follows:

- (a) Beginning at the start of the employee's fifteenth year of employment vacation shall accrue evenly at the rate of 3.08 hours per week, which shall be known as the "Fifteenth Year Rate".
- (b) An employee may use or receive compensation for all accrued vacation at any time after the first anniversary of his or her hire date,
- (c) An employee shall continue to accrue vacation at the Fifteenth Year Rate until the twentieth anniversary of the employee's hire date.

On the twenty-first anniversary of continuous employment, an employee shall be entitled to one (1) additional day of vacation, and shall be entitled to one (1) additional day of vacation on each of the twenty-second, twenty-third, twenty-fourth, and twenty-fifth anniversary of continuous employment, when such employee will be entitled to five weeks, or twenty-five days, vacation, as follows:

- (a) With respect to the employee's twenty-first year of employment:
  - (i) Beginning at the start of the employee's twenty-first year of employment vacation shall accrue evenly at the rate of 3.24 hours per week, which shall be known as the "Twenty-First Year Rate".
  - (ii) An employee may use or receive compensation for all accrued vacation at any time after the first anniversary of his or her hire date.
  - (iii) An employee shall continue to accrue vacation at the Twenty-First Year Rate until the twenty-first anniversary of the employee's hire date.
- (b) With respect to the employee's twenty-second year of employment:
  - (i) Beginning at the start of the employee's twenty-second year of employment vacation shall accrue evenly at the rate of 3.39 hours per week, which shall be known as the "Twenty-Second Year Rate".
  - (ii) An employee may use or receive compensation for all accrued vacation at any time after the first anniversary of his or her hire date,
  - (iii) An employee shall continue to accrue vacation at the Twenty-Second Year Rate until the twenty-second anniversary of the employee's hire date.

- (c) With respect to the employee's twenty-third year of employment:
  - (i) Beginning at the start of the employee's twenty-third year of employment vacation shall accrue evenly at the rate of 3.54 hours per week, which shall be known as the "Twenty-Third Year Rate".
  - (ii) An employee may use or receive compensation for all accrued vacation at any time after the first anniversary of his or her hire date,
  - (iii) An employee shall continue to accrue vacation at the Twenty-Third Year Rate until the twenty-third anniversary of the employee's hire date.
  
- (d) With respect to the employee's twenty-fourth year of employment:
  - (i) Beginning at the start of the employee's twenty-fourth year of employment vacation shall accrue evenly at the rate of 3.70 hours per week, which shall be known as the "Twenty-Fourth Year Rate".
  - (ii) An employee may use or receive compensation for all accrued vacation at any time after the first anniversary of his or her hire date,
  - (iii) An employee shall continue to accrue vacation at the Twenty-Fourth Year Rate until the twenty-fourth anniversary of the employee's hire date.
  
- (e) With respect to the employee's twenty-fifth year of employment:
  - (i) Beginning at the start of the employee's twenty-fifth year of employment vacation shall accrue evenly at the rate of 3.86 hours per week, which shall be known as the "Twenty-Fifth Year Rate".
  - (ii) An employee may use or receive compensation for all accrued vacation at any time after the first anniversary of his or her hire date,
  - (iii) An employee shall continue to accrue vacation at the Twenty-Fifth Year Rate until the twenty-fifth anniversary of the employee's hire date.

The following table summarizes the above vacation accrual rates:

<i>RATE NAME</i>	<i>RATE BEGINNING DATE</i>	<i>RATE ENDING DATE</i>	<i>MONTHLY ACCRUAL RATE</i>
First Year Rate	Hire date	Seventh anniversary of hire date	1.54 hours per week
Eighth Year Rate	Start of eighth year (next day following seventh anniversary of hire date)	Fourteenth anniversary of hire date	2.31 hours per week
Fifteenth Year Rate	Start of fifteenth year (next day following fourteenth anniversary of hire date)	Twentieth anniversary of hire date	3.08 hours per week
Twenty-First Year Rate	Start of twenty-first year (next day following twentieth anniversary of hire date)	Twenty-first anniversary of hire date	3.24 hours per week
Twenty-Second Year Rate	Start of twenty-second year (next day following twenty-first anniversary of hire date)	Twenty-second anniversary of hire date	3.39 hours per week
Twenty-Third Year Rate	Start of twenty-third year (next day following twenty-second anniversary of hire date)	Twenty-third anniversary of hire date	3.54 hours per week
Twenty-Fourth Year Rate	Start of twenty-fourth year (next day following twenty-third anniversary of hire date)	Twenty-fourth anniversary of hire date	3.70 hours per week
Twenty-Fifth Year Rate	Start of twenty-fifth year (next day following twenty-fourth anniversary of hire date)	Twenty-fifth anniversary of hire date	3.86 hours per week

Unused vacation time shall be permitted to accumulate to a maximum of two times the annual amount and any accumulation over the maximum amount will be forfeited.

*Vacation Accrual during Disability.* Employees who have been off work because of illness or injury for the thirteen (13) weeks qualifying period required by the NRECA Long Term Disability policy shall continue to accrue vacation pay during the disability but shall not be eligible to receive vacation pay until they have been qualified by a doctor to return to work. If the disabling illness or injury renders the employee incapable of ever returning to work, the employee shall stop accruing vacation pay on the date his doctor declares him to be permanently disabled, and the employee shall have the option of either receiving cash for all accrued vacation pay or depositing all accrued vacation pay in the "Vacation Deferral Account" created by Section 5.07 below. This provision shall not apply to employees who have been off work because of illness or injury compensable under Workers' Compensation.

**Section 5.02 – Payment Before Vacation.** If requested, employees shall be paid prior to starting their vacation, with vacation pay computed to the end of the next pay period falling within the employee's vacation with the balance payable at the end of the next pay period thereafter.

**Section 5.03 – Scheduling Vacations.** Subject to the following, the Cooperative shall arrange vacation schedules as near to the wishes of the employees as efficient operation of the Cooperative will permit. If a holiday falls during an employee's vacation on what would otherwise be a scheduled work day for that employee, the Cooperative will allow the employee another day for vacation.

- A. *Physical Group.* Physical Group employees will be given the opportunity in the first six weeks of each year to express their preferences for their vacation periods. In case of conflicts, employees with greater Cooperative seniority will have preference.
- B. *Clerical Group.* Before March 1<sup>st</sup> of each year, employees may submit their desired vacation dates. The most senior employee shall have first choice. In descending order of seniority, the remaining employees shall make their first choices. When all employees have made a first choice, the process shall be repeated for second and third choices, respectively. For the purposes of this section, any one period of continual absence(s) shall constitute one vacation selection, or choice. The Cooperative will then post the resulting vacation schedule on the Clerical Group bulletin board, respecting the above first, second, and third choices to the extent that efficient operation of the Cooperative will permit. Any additional vacation selections made after the March 1<sup>st</sup> date will be awarded on a first-come, first-served basis.

**Section 5.04 – Payment for Unused Vacation on Termination.** If an employee's service is terminated, voluntarily or involuntarily, they will be paid for any unused earned / accrued vacation, up until the date of severance.



**Section 5.05 – Use of Sick Leave When on Vacation.** In the event an employee on vacation becomes sick or is injured to the extent that such sickness or injury requires hospitalization of more than three days, the period of hospitalization could, if the employee requests, be charged against his sick leave rather than his vacation.

**Section 5.06 – Holidays During Vacation.** When a holiday falls within an employee's vacation, the employee, at the discretion of the Cooperative, will receive either an extra day's pay or an extra day's vacation.

**Section 5.07 – Unused Vacation Leave Account.** The Cooperative shall maintain an unused vacation leave account for each employee. Annually, on the first and on each subsequent anniversary of his employment, the employee may elect to deposit up to eight hours of unused vacation leave into the account.

*Account Balance Calculation.* The account balance shall be calculated as follows:

Number of unused vacation leave hours (multiplied by) the employee's straight time hourly rate on the last day worked.

*Payment of Account.* The Cooperative shall pay the account balance, along with the account balance in the employee's Unused Sick Leave Account (See Article VI, Section 6.06) when the employee terminates employment, retires or dies.

*Payment to beneficiary.* If the employee dies, the Cooperative shall pay the account balance to the employee's designated beneficiary. The employee shall designate the beneficiary on a form provided by the Cooperative.

*Rollover into tax-sheltered account.* The employee or the employee's designated beneficiary may elect for the Cooperative to roll the account balance over into a tax-sheltered account. If the employee or employee's beneficiary makes this election, the Cooperative shall include a tax form 1099, or the applicable equivalent form, with the payment.

*Termination of employment or death before age 55.* The employee or employee's designated beneficiary will be eligible to receive payment under this section if the employee terminates employment or dies before reaching age 55 (Under the NRECA-sponsored defined benefit plan, known as the "Retirement and Security Program," all terminations after age 55 are considered retirement).

*Deduction for taxes.* The Cooperative shall withhold all applicable taxes before making any payments under this section.

*Option to Credit Retired Employee's Retiree Medical Premium.* Instead of receiving the account balance in cash, a retired employee shall have the option of crediting the account balance toward the monthly premiums of the retiree's NRECA medical insurance offered by the Cooperative to retirees and retirees' dependents, until exhaustion of the account. If the retired employee dies before exhaustion of the account, the employee's spouse and / or dependent children will continue to have their medical coverage premiums paid until exhaustion of the account. If no eligible spouse or dependents survive the retiree, the Cooperative shall pay any remaining account balance at retiree's death to the retiree's beneficiary.

**Section 5.08 - Donation of Vacation.** Employees will be allowed to donate portions of accrued vacation to employees who have exhausted all their vacation and sick leave, for illness of the donee employees or their immediate families, or other cases of extreme need. Donated time will be in increments of no less than 4 hours per donor, up to a maximum aggregate donation of 240 hours per donee, and will be collected and awarded on a retroactive basis to cover pre-existing absences. Donated time will be on an hourly basis at the donee employee's rate of pay. Employees receiving donated time shall retain all their existing benefits. Donations may not be made for employees determined to be permanently disabled.

## **ARTICLE VI**

### **SICK LEAVE AND DEATH LEAVE**

#### **Section 6.01 - Sick Leave.**

*Employee Sick Leave.* Employees who complete their probationary period shall start accumulating sick leave at the rate of one (1) day per month, twelve (12) days per year. Unused sick leave will accumulate from year to year up to a maximum of ninety (90) days.

Any employee who uses in excess of two (2) consecutive days sick leave could be required to support his claim for sick leave with a certificate signed by the employee's attending physician that the employee was physically unable to properly attend his duties and stating the nature of the disability. All claims for sick leave could be subject to verification by a medical doctor selected by the Cooperative. Any employee using over two (2) consecutive days of sick leave, more than two (2) times in a calendar year, shall be required to provide the Cooperative with a doctor's certificate if requested by the Manager of the Cooperative. An employee who uses any sick leave shall have the sick leave so used restored if, after the return to work, he works twenty-six (26) weeks without being off work for any reasons except vacations, paid holidays, jury duty or visits to the doctor arising out of the injury or illness for which the sick leave was used or any other permissive time off covered by this contract.

Employees may use paid sick leave for the purpose of dental appointments, optometrist appointments, or medical doctor appointments. Sick 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 employee suspected of allegedly abusing sick leave privileges, where a joint investigation will be made to determine if the violation is valid. Employees shall be able to use lost time for workmen's compensation hearings if so elected by the employee.

Employees who have been off work because of illness or injury for the thirteen (13) weeks qualifying period required by the NRECA Long Term Disability policy shall continue to accrue sick pay during the disability but shall not be eligible to receive sick pay until they have been qualified by a doctor to return to work. If the disabling illness or injury renders the employee incapable of ever returning to work, the employee shall stop accruing sick pay on the date his doctor declares him to be permanently disabled, and all accrued sick leave shall be deposited into the fund created by Section 6.06 according to the formula stated in that section. This provision shall not apply to employees who have been off work because of illness or injury compensable under Workers' Compensation.

*Employee Sick Leave Buy Back.* The Cooperative will buy back each employee's accumulated sick leave in excess of seven hundred twenty (720) hours at the end of each calendar year, up to a maximum of ninety-six hours purchased each calendar year, at the rate of \$7.50 per hour.

*Personal Day(s) for Employee Sick Leave Accrual.* Employees who reach the maximum number of accumulated sick leave hours in a calendar year will be allotted a personal day, to be used in that calendar year, or in the following calendar year, to be scheduled as efficient operation of the Cooperative will allow. Employees who maintain the maximum number of accumulated hours of sick leave throughout any calendar year shall be allotted 2 personal days, to be used in the following calendar year, to be scheduled as efficient operation of the Cooperative will allow.

*Family Sick Leave.* Any employee who has completed one year of service with the Cooperative shall be entitled to six (6) days of family sick leave every calendar year for family sick leave. The employee may use family sick leave at his option for illness in the employee's immediate family. Immediate family shall mean the employee's father, mother, father-in-law, mother-in-law, brother, sister, spouse, children, stepchildren, grandchildren, or any other relative living in the employee household.

*Family Sick Leave Buy Back.* The Cooperative will buy back each employee's unused family sick leave at the end of each calendar year, at rate of \$7.50 per hour.

**Section 6.02 – Workers Compensation.** A Cooperative employee who sustains an injury compensable under the Workers' Compensation Act shall be entitled to receive:

- A. All benefits under the Missouri Workers' Compensation Act,
- B. All accumulated and unused sick leave and vacation, as needed during the disability resulting from the injury, and
- C. All benefits under the Income Protection Plan made available by NRECA through the Cooperative, if the employee has paid premiums into the Plan and is otherwise eligible to receive benefits under the Plan. The employee shall have sole responsibility for paying premiums into the Income Protection Plan, and the Cooperative shall have no obligation to pay any premiums into the Plan.

Once the employee exhausts the accumulated sick leave and vacation, the Cooperative shall pay employee 75% of the employee's base pay, minus the amount of Workers' Compensation benefits employee has received. The Cooperative shall continue to pay at that rate until the Income Protection Plan becomes effective, or, if the employee has not paid premiums into the Income Protection Plan, or is otherwise not eligible to receive benefits under the Plan, until the time the Income Protection Plan would have become effective had the employee paid premiums into the Plan, and had otherwise been eligible to receive benefits under the Plan. The time at which the Income Protection Plan would become effective shall be the time specified in the particular Plan in effect with NRECA at the time of the claim for disability.

Any employee who has sustained an injury compensable under the Worker's Compensation Act shall also be allowed, at their option, to supplement, up to one hundred percent (100%), the amount paid to them, with accrued sick leave or vacation.

**Section 6.03 – Bereavement Leave for Death Other Than Immediate Family Member.** The Cooperative will permit a maximum of one-half (1/2) day leave of absence without payroll deductions in the event of the death of a fellow employee for the purpose of assisting the family or attending the funeral, subject, however, to the reasonable operations of the facilities of the Cooperative. The Cooperative will further permit an employee to use one day vacation to attend the funeral of a close friend or relative not covered in Section 6.04. Employees who serve as pallbearers will be allowed up to four hours off with pay on the day of the funeral, not to exceed two (2) times per calendar year excluding family members.

**Section 6.04 – Bereavement Leave for Death of Immediate Family Member.** Leave of absence with pay, up to and including three (3) working days, will be allowed after six (6) months continuous employment when a death occurs in the immediate family. The immediate family shall mean spouse, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, grandchildren, grandparents, great grandparents, and stepchildren. These three (3) days shall be taken in complete days, and will be taken within seven (7) calendar days from the death of the relative. The day of notification of death, if a workday, shall count toward the three (3) days allowed hereunder, if notification is received by the employee on or before 12:00 noon. If notification of death is received on a workday after 12:00 noon, the employee shall be entitled to leave work for the remainder of that workday, but that day will not count toward the three (3) days allowed in this provision. Should the location of the funeral be more than four hundred (400) miles from the employee’s place of residence, then an additional two (2) days shall be allowed as time off with pay, for travel to and from such funeral, but only if the employee actually attends the funeral at such location.

**Section 6.05 – Voluntary Leave of Absence.** An employee who has established seniority, if he or she can be separated from duty, may be granted a leave of absence without pay upon approval from the Cooperative and while on such leave, he or she shall not forfeit any such seniority he or she may heretofore have established provided he or she does not overstay his or her leave or accept employment elsewhere while on such leave without the approval of the Cooperative.

Female employees shall be granted up to four (4) months leave of absence without pay due to pregnancy with pregnancy leave of absence to begin within a reasonable time prior to the expected delivery date of the child. If based on a certificate of attending doctor, medical complications arise preventing return to work within the four (4) months pregnancy leave, and upon letter of intent from employee indicating a desire to return to work, pregnancy leave may be extended beyond the four (4) months period but in no event shall exceed one (1) year in duration.

**Section 6.06 – Unused Sick Leave Account.** The Cooperative shall maintain an unused sick leave account for each employee.

*Account Balance Calculation.* The account balance shall be calculated as follows:

2.50% (multiplied by) years of service (multiplied by) number of unused sick leave hours, which shall not exceed 720 hours (multiplied by) straight time hourly rate in effect on the employee’s last day worked.

*Payment of Account.* The Cooperative shall pay the account balance, along with the account balance in the employee’s Unused Vacation Leave Account (See Article V, Section 5.07) when the employee terminates employment, retires or dies.

*Payment to beneficiary.* If the employee dies, the Cooperative shall pay the account balance to the employee's designated beneficiary. The employee shall designate the beneficiary on a form provided by the Cooperative.

*Rollover into tax-sheltered account.* The employee or the employee's designated beneficiary may elect for the Cooperative to roll the account balance over into a tax-sheltered account. If the employee or employee's beneficiary makes this election, the Cooperative shall include a tax form 1099, or the applicable equivalent form, with the payment.

*Termination of employment or death before age 55.* The employee or employee's designated beneficiary will be eligible to receive payment under this section if the employee terminates employment or dies before reaching age 55 (Under the NRECA-sponsored defined benefit plan, known as the "Retirement and Security Program," all terminations after age 55 are considered retirement).

*Deduction for taxes.* The Cooperative shall withhold all applicable taxes before making any payments under this section.

*Option to Credit Retired Employee's Retiree Medical Premium.* Instead of receiving the account balance in cash, a retired employee shall have the option of crediting the account balance toward the monthly premiums of the retiree's NRECA medical insurance offered by the Cooperative to retirees and retirees' dependents, until exhaustion of the account. If the retired employee dies before exhaustion of the account, the employee's spouse and / or dependent children will continue to have their medical coverage premiums paid until exhaustion of the account. If no eligible spouse or dependents survive the retiree, the Cooperative shall pay any remaining account balance at retiree's death to the retiree's beneficiary.

**Section 6.07 – Donation of Sick Leave.** Employees will be allowed to donate portions of accrued sick leave to employees who have exhausted all their vacation and sick leave, for illness of the donee employees or their immediate families, or other cases of extreme need. Donated time will be in increments of no less than 4 hours per donor, up to a maximum aggregate donation of 240 hours per donee, and will be collected and awarded on a retroactive basis to cover pre-existing absences. Donated time will be on an hourly basis at the donee employee's rate of pay. Employees receiving donated time shall retain all their existing benefits. Donations may not be made for employees determined to be permanently disabled.

## ARTICLE VII

### GENERAL RULES AND WORKING CONDITIONS

**Section 7.01 - Normal Work Schedules.** The normal work week shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday, inclusive. The normal work day shall consist of the following:

A. Physical Group, except for Mechanic:

The normal work day shall consist of eight (8) hours, from 7:30 a.m. to 4:00 p.m., with one-half (1/2) hour off for lunch. Employees shall bring their own lunches and shall eat lunch at the job site.

B. Clerical Group:

The normal work day shall consist of eight (8) hours, from 8:00 a.m. to 5:00 p.m., with one (1) hour off for lunch. The clerical group may work flexible hours at the request of either the Cooperative or the employee, if the Cooperative and the employee can agree on a mutually acceptable schedule.

C. Mechanic:

The normal work day shall consist of eight (8) hours, at the following schedule:

Monday - 7:30 a.m. to 4:00 p.m.

Tuesday, Wednesday, & Thursday - 5:00 a.m. to 1:30 p.m.

Friday (from Memorial Day to Labor Day) - 5:00 a.m. to 1:30 p.m.

Friday (from Labor Day to Memorial Day) - 7:30 a.m. to 4:00 p.m.

The mechanic shall have one half (1/2) hour off for lunch.

The parties acknowledge that efficient operation of the business may require performance of specific, limited functions on a different work schedule. The Cooperative agrees if a different work schedule is required, it will discuss the schedule change(s) with the affected employee(s) and / or the Union, and mutually agree on the change(s).

**Section 7.02 – Meals.** When an employee continues to work at the end of the regular work day, and works continuously until after 5:30 P.M., he shall be provided with a meal and shall be provided with a meal for every five (5) hours of work thereafter. When an employee is called to work between the hours of 5:00 A.M. and 6:30 A.M. and works continuously until past 6:30 A.M., the employee shall be provided with a meal. If the work terminates at a time scheduled for a meal under this section, the employee shall be provided with a meal allowance, but shall not receive pay for the time spent eating the meal. If the work continues beyond the time scheduled for a meal under this section, the employee shall receive a meal allowance and the applicable rate of pay for the time spent eating the meal, but the time spent eating the meal shall not exceed forty-five (45) minutes. When it is impossible for the employee to obtain a meal, the Cooperative shall provide the employee a meal allowance. The cost of all meals and meal allowances shall be \$15.00 for the first two years of the Agreement, \$16.00 for the next two years of the Agreement, and \$17.00 for the last year of the Agreement.

**Section 7.03 – Overtime.** All time worked in excess of regular hours shall be paid for at the rate of time and one-half with a minimum of two hours for emergency call outs, subject to the provisions of Section 7.07.

**Section 7.04 – No Requirement to Create Unnecessary Overtime Work.** The Cooperative will make every effort to divide overtime as equally and impartially as possible but nothing herein shall require the Cooperative to create unneeded overtime work or to place an employee on a job for which he is not fully qualified.

**Section 7.05 – No Requirement to Take Time Off for Overtime.** Employees will not be required to take time off for overtime work or to be worked.

**Section 7.06 – Holidays.** Each regular employee shall be paid eight (8) hours straight time pay for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, and Christmas Day or the day celebrated therefore. Each regular employee shall be paid eight (8) hours straight time pay for each of two (2) personal days per year, to be scheduled on a date mutually acceptable to the Cooperative and the employee.

**Section 7.07 – Sunday and Holiday Overtime.** When employees are called for work on a Sunday, they shall be paid two times their base rate of pay for the entire time worked and in no case shall they receive less than two (2) hours at the double time rate of pay. Employees who are called for work on a scheduled holiday shall be paid double time for the entire time worked and in no case shall they receive less than two (2) hours at the double time rate. Employees who work on scheduled holidays shall also receive holiday pay as provided in Section 7.06.



**Section 7.08 – Jury Duty.** If an employee is required to serve on a jury, the Cooperative will pay such employee the difference between the amount actually received for jury duty and the employee's regular wages.

**Section 7.09 – Permission and Notification of Absences.** No employee covered by this Agreement shall absent himself from duty without securing permission from his supervisor before so doing and in case of illness he shall use every effort to notify his supervisor in ample time before the regular working hours. Failure to comply with this Section shall be considered grounds for disciplinary action, and repeated failure to comply with this Section, after warning, shall be considered grounds for discharge.

**Section 7.10 – Temporary Assignments.**

A. *Assignments within the Bargaining Unit:*

Nothing in this Agreement shall prohibit the Cooperative from temporarily assigning qualified employees to perform work on any job. When an employee is temporarily assigned to a higher rated classification for two (2) or more hours per day, he shall receive the rate of pay for the classification to which he is so assigned; and when an employee is temporarily assigned to a lower classification, he shall receive the rate of pay for his regular classification.

B. *Assignments to a Management Position:*

Any bargaining unit members appointed to a management position within the Cooperative shall be allowed to assume the appointed position for up to 90 days, starting on the first day in the new position, before making a final decision on the appointment. The Cooperative and the bargaining unit member shall use the 90-day period to evaluate the member's suitability to fill the position permanently. Either party has the option at any time during the 90-day period to terminate the temporary appointment and return the member to his former position.

Members who accept a temporary assignment to a management position, shall continue to accumulate their Cooperative and bargaining unit seniority, and shall continue to pay union dues, while in the temporary position.

The parties may mutually agree to extend the 90-day temporary appointment for an additional 90 days, but only under unusual circumstances. The parties must prepare and sign a written document describing the unusual circumstances forcing the extension. Under no circumstances may the temporary assignment last more than 180 days.

Nothing in this Section may be construed to reduce, minimize or otherwise affect the Cooperative's rights to place individuals in management positions, nor may it be construed to require the Cooperative to offer management positions to any bargaining unit members.

**Section 7.11 – Use of Personal Vehicles.** Employees shall not be required to use their personal cars for Cooperative business but in case they agree to do so, they shall be reimbursed a reasonable amount for the use of the same. Nothing herein shall be construed as requiring reimbursement for transportation to the office building.

**Section 7.12 – Inclement Weather.** The Cooperative will not require employees to do construction or maintenance work outside during inclement weather unless such work is necessary to protect life or property or maintain service to the public.

**Section 7.13 – Work Beyond Sixteen Continuous Hours.** An employee who has worked for sixteen (16) continuous hours shall be allowed an eight (8) hour rest period before he returns to work. If the eight (8) hour rest period extends into his regular scheduled work day, he shall lose no time thereby. If the Cooperative requires an employee to work beyond sixteen hours, he shall be paid at two times the base rate of pay until released from duty. The sixteen or more continuous hours defined in this Section shall include the regular scheduled work-day hours, all hours worked outside the regular scheduled day, and shall be deemed continuous unless interrupted by a continuous 4-hour period.

An employee called out to work between the hours of 11:30 p.m. and 3:30 a.m., where the employee works a minimum of two (2) hours, shall be allowed a rest period equal to the number of hours worked during the callout, without loss of pay. The rest period shall not include Saturdays, Sundays, or holidays. If the Cooperative requires the employee to work into the regularly scheduled work day, he shall be paid at two (2) times the base rate of pay until released from duty.

**Section 7.14 – Safety Program.** The Cooperative agrees to establish a definite safety program and rules for the definite purpose of governing safe practices. The Cooperative shall form a safety advisory committee of two (2) Union members and two (2) management employees for the purpose of discussing safety. The committee shall meet the first month of each quarter, at a minimum, or more often, if needed. The purpose of this committee meeting will be to discuss general safety items and to set the agenda for the quarterly all-employee safety meeting. The quarterly safety meetings, with all employees, will be held to discuss specified agenda items formulated by the Safety Committee.

**Section 7.15 – Benefit Plans.**

**1. Health Insurance**

- A. For the remainder of calendar year 2019, the Cooperative agrees to continue the current agreement for the health insurance that is already in place.
- B. Beginning on January 1, 2020, the Cooperative will continue the existing group health insurance plan, as outlined below, to the employees covered by this Agreement:

The NRECA High Deductible Health Plan (HDHP), with prescription drug coverage, at a \$3000/\$6000 Deductible, then 100% Co-insurance, with the Cooperative paying one-hundred percent (100%) of the premiums for the HDHP for the life of the Agreement, up to the following monthly maximum caps:

Coverage Level	2020	2021	2022	2023	2024
Employee (E) Only	\$1,028.15	\$1,110.40	\$1,199.23	\$1,295.17	\$1,398.78
E + Child(ren)	\$1,550.76	\$1,674.82	\$1,808.81	\$1,953.51	\$2,109.79
E + Spouse	\$1,773.36	\$1,915.23	\$2,068.45	\$2,233.93	\$2,412.64
E + Family	\$2,276.00	\$2,458.08	\$2,654.73	\$2,867.11	\$3,096.48

Additionally, the Cooperative will, on January 1<sup>st</sup> of each year, make a contribution into the employee’s Health Savings Account (HSA) on the following basis:

- i. \$3,000.00 for all employees enrolled in the above-referenced plan with Employee (E) Only coverage.
- ii. \$4,500.00 for all employees enrolled in the above-referenced plan with any type of Employee plus dependent coverage, which includes child(ren), spouse, or family.

Should the minimum deductible(s) for a qualified high-deductible plan be increased by Federal law, Regulation, or guidelines, to a level higher than the plan deductible, the Cooperative agrees to increase the amount annually placed into the employee’s HSA by the same amount of the identified increase.

For employees hired after January 1, the Cooperative will make a contribution into a HSA account for the employee on a pro-rata basis, based on the number of full calendar months worked after the employee completes his first ninety (90) calendar days of employment.

For employees who are Medicare-eligible, and thus ineligible to participate in a High Deductible Health Plan with a Health Savings Account (HSA), they shall be offered the NRECA's \$300 deductible / \$1000 Co-insurance at 90%/10% cost sharing, with the Cooperative paying the full cost of the premium for the life of the Agreement, and may submit deductible and co-insurance expenses to the Cooperative for reimbursement.

Should the premium for the NRECA health insurance plan currently in place exceed the Cooperative's maximum allowable amount, the remaining portion shall be deducted from the employee's earnings on a pre-tax basis through payroll deduction.

Additionally, the bargaining unit shall be allowed to alter the plan within the options provided by the NRECA in an effort to remain under the maximum allowable monthly amount as described above.

- C. Premiums for coverage of employees who retire at age 62: The Cooperative shall pay 100% of the retired employee's portion, beginning on the effective date of retirement and terminating on the date the retired employee reaches full retirement age, as defined by the Social Security Administration. Except as authorized by Article VI, Section 6.06, the Cooperative shall not pay premiums for dependents of retired employees.
- D. Premiums for disabled employees: Regardless if the disability arises from employment or not, the Cooperative shall pay 100% of the employee's and dependents' portion, if the employee had dependent coverage before the date the disability first occurred, but the Cooperative's obligation to pay shall terminate thirty-six (36) months after the disability arises. Employees shall not receive a total of more than thirty-six (36) monthly payments during their tenure of employment with the Cooperative. For purposes of this provision, one month shall be the period from a certain numbered day of a given month until the same numbered day of the next month.

## **2. Long Term Disability Insurance**

Long Term Disability Coverage: The current LTD plan in place through the NRECA shall be continued for the life of this Agreement with the employee paying 100% of the premium.

## **3. Life Insurance**

Life Insurance Coverage: The Cooperative agrees to continue the current Basic Life [two (2) times annual base pay] and Accidental Death & Dismemberment insurance plan for the term of this agreement, which benefit provisions shall not be amended without notification to the Union, and only if such amendment is made by the plan administrator due to compliance issues. Such plan contains allowances for additional coverage purchases by the employee, which shall be permitted through payroll deduction, at no cost to the employee.

#### **4. 401k Plan**

The Cooperative agrees to continue offering the 401k plan currently in place administered by the NRECA. Contributions into the plan are made by the employee and shall be allowed through payroll deduction, up to and including the maximum allowable amounts as dictated by the plan administrator or legal regulations. The Cooperative agrees to continue paying for the cost of administrating this plan for the life of the Agreement.

**Section 7.16 – Bargaining Unit Work Protected.** Supervisory personnel shall not perform work that is considered as bargaining unit work except in cases of emergency to protect life or property or when there is not a sufficient number of bargaining unit employees available to perform such work; or for training purposes.

**Section 7.17 – Pole Climbing on Emergency Call Outs.** There shall be no less than two qualified Linemen required to perform work requiring pole climbing on emergency call outs; however, nothing shall prohibit an Apprentice Lineman who is in his third or fourth year of the Apprenticeship Program from performing call out work. All Linemen must have climbing tools on the truck when on duty.

**Section 7.18 – Rest Breaks.** Employees shall be permitted to take a fifteen (15) minute rest break morning and afternoon provided that the employees shall not leave the job site and provided that the employees will not congregate in a public place for this purpose. Continuing abuse of the rest break privilege shall subject employee to disciplinary action up to and including discharge.

**Section 7.19 – Designated Foreman.** When a line crew of three or more men work together for more than two (2) hours per day, one of the crew shall be designated as Foreman and shall be compensated at Foreman's wages during the time so worked.

**Section 7.20 – Situations Requiring Three Man Crews.** Not less than three (3) men will be sent out to perform work on any truck when setting poles in the immediate vicinity of energized circuits. Not less than three (3) men will be sent out to perform work on any truck when hanging transformers in excess of fifteen (15) KVA in the vicinity of energized circuits except, when it is safe to do so, only two (2) men will be assigned to such work. Nothing shall prohibit two qualified employees from hanging transformers of fifteen (15) KVA or less in size, provided, however, when it is impossible for the service truck to be driven to the immediate work site, upon request, additional qualified employees will be called.

**Section 7.21 – Tool Replacement.** The Cooperative agrees to pay the entire cost for replacing body tools and hand tools, including work gloves that become defective or worn out on the job. Tools that are rendered useless from abuse or negligence, lost or stolen, shall be replaced by the employee.

**Section 7.22 – Uniforms.** The Cooperative shall furnish for each physical employee the following fire resistant (FR) clothing, with the vendor and selection at the Cooperative’s choosing:

Seven (7) short sleeve shirts	One (1) pair of insulated bib overalls
Seven (7) long sleeve shirts	One (1) insulated coat
Seven (7) pair of pants	One (1) lightweight coat

The Cooperative shall replace worn FR clothing as needed. All FR clothing shall meet or exceed a minimum arc rating of 8.2 calories per square centimeter (8.2 cal/cm<sup>2</sup>). Each physical employee shall wear the furnished FR garments while breaching the Minimum Approach Distance (MAD) for energized lines, parts, or equipment. Short sleeve FR shirts shall be allowed when the employee is breaching, or could breach, the MAD for energized lines, parts, or equipment of less than two hundred forty (240) volts. Long sleeve FR shirts shall be used when breaching the MAD for voltages in excess of two hundred forty (240) volts. When an employee’s work assignment does not place them within the MAD of any energized lines, parts, or equipment, they shall not be required to wear FR clothing, but may wear a plain, short-sleeved, full-length, 100% cotton shirt. Physical employees may not wear a sleeveless or tank top shirt as outerwear under any circumstances. The Cooperative shall also furnish each employee an FR rain suit for work assignments requiring rain protection, but the rain suit shall remain the property of the Cooperative and will be replaced upon presentation to management.

The Mechanic and Storekeeper classifications shall have their shirts provided through a leased, vendor-laundered program, such as currently is in place.

The Cooperative shall not furnish clothing for Clerical employees.

**Section 7.23 – Stand-by Program.** Management may institute a standby program utilizing one (1) man on standby. A journeyman lineman shall be upgraded to service foreman when on standby and called out to work. Anyone on standby will receive two (2) hours straight time pay per day for standby except, three (3) hours straight time pay will be provided for standby on Saturday and Sunday, and will receive in addition pay for actual time worked, or two (2) hours minimum-whichever is greater. Additional help for emergency call outs will be given if requested by an employee. An employee shall be reasonable in requesting additional help.

Participation in standby shall be mandatory and will be equally offered among all eligible classifications. Employees may swap standby schedules between each other, so long as the assignment is covered. Journeymen Linemen hired into the service of the Cooperative shall observe a one (1) year waiting period before becoming eligible for participation in the standby program. Employees progressing completely through the Apprentice Lineman program as an employee of the Cooperative shall not be eligible for participation in the standby program ~~upon~~ until successful completion of such apprenticeship program.

Additional help called shall be paid from the time reporting in service at the Cooperative office until reporting out of service at the employee's home, with a minimum of two hours plus thirty (30) minutes driving time each way. The aforementioned thirty (30) minute drive times shall be limited to an employee not on standby who is called to assist on emergency service call-outs outside of the normal working hours.

**Section 7.24 - One-Man Service Trucks.** The Cooperative may authorize a qualified employee to operate a service truck. For the purpose of this section, a qualified employee shall mean a Line Foreman, a Service Foreman, or a Journeyman Lineman. A qualified employee may perform the following tasks: make secondary connects or disconnects while the associated transformer is energized, perform outages if the task can be safely done without climbing poles, read meters, collect delinquent bills, or any other tasks the employee believes he can perform safely without help. If the employee requests help, it shall be granted. A qualified employee may perform all the above tasks using a bucket truck, and may also install, remove, and maintain security lights, if he uses a bucket truck.

One-man service bucket positions shall be considered permanent positions for the purpose of bidding. Employees operating one-man service bucket trucks shall receive either a service foreman's rate of pay, or the employee's classification rate, whichever is greater.

This section shall not apply to bucket trucks normally assigned to construction crews.

**Section 7.25 - Journeyman Lineman Job Descriptions.**

The following list describes permitted Journeyman Lineman work. The lists are intended to be illustrative, not exhaustive, descriptions of permitted work.

*A. One Journeyman without aerial device*

1. Open and close knife switches for double feed with extendo stick only
2. Install eight-foot ground rod
3. Check vacuum switches and check or replace batteries
4. Perform maintenance service orders if possible from the ground
5. Check readings on connects and disconnects
6. Visually trouble shoot
7. Open and close OCR handle with extendo sticks
8. Perform underground conductor locates
9. Read, seal, or replace meters
10. Collect delinquent accounts
11. Open and close vacuum and OCR switches in Pemiscot-Dunklin substations
12. Open padmount transformers to refuse,

13. inspect, or check voltage
14. Operate airbrake switches and knife blade switches, and open, refuse, and close fuse cutouts with extendo sticks, on circuits under 30kv

*B. One Journeyman with aerial device*

1. All functions in Section 7.25 A plus the following:
2. Change lightning arrestors and cutouts out of gloving zone
3. Swing service wire from old to new entrance if in reach of hoist or pulling strap from bucket
4. Reading from OCRs
5. Maintenance service orders
6. Outages during normal working day, as defined in Section 7.01 A
7. Service outages outside normal workday
8. Install or remove security style lights
9. Make secondary connects and disconnects while transformers are energized
10. Journeyman shall receive help on request if necessary to perform these tasks safely

*C. One Journeyman and one 4th year Apprentice*

1. All functions in Section 7.25 A & B plus:
2. Close vacuum and OCR switches in M & A substation
3. Open padmount transformers to service, maintain, connect or disconnect secondary conductors
4. Operate M & A airbrake switches, regulators, and SM5 fuse links and refuse 65 KV fuses
5. Hang OCRs, sectionalizers and transformers up to 10 KVA with blocks
6. Hang OCRs, sectionalizers, and any size transformer with appropriate truck
7. Change out cross arm, on de-energized circuits
8. Climb poles
9. Install and replace anchors
10. String and install conductors (single phase only) in de-energized area
11. Hang or remove meter loops
12. Load, haul, and frame poles single phase or secondary poles on de-energized circuits
13. Load, haul, and frame poles and set or remove secondary poles
14. Change single-phase padmount transformers if primary is de-energized



D. *Two journeyman and one 4th year Apprentice*

1. All functions in Section 7.25 A, B, & C plus the following
2. Set or remove three-phase poles on de-energized circuits
3. Install or remove three-phase padmount transformer

**Section 7.26 – Off-Property Assignments.** For work assignments beyond the jurisdiction of the Cooperative, employees will be polled for work from the Off-Property Assignment overtime list. If an employee cannot be reached after reasonable effort, the next man on the list shall be contacted. Calls for overtime assignments will be made only to the appropriate employee's home phone or designated alternate and overtime assignments will be accepted only by the employee. When making calls from this list for assignments away from the Cooperative's property, the employee will be contacted, regardless of whether he is on sick leave or vacation. Apprentice Lineman will only be eligible to staff an off-property assignment if at least one crew is dispatched, to which he will be assigned.

Recognizing that responses to emergencies outside of the jurisdiction of the Collective Bargaining Agreement are voluntary, employees may remove themselves from the Off-Property Assignment List by giving reasonable notice to Supervision. Call backs to the Cooperative by the employee will be accepted provided the need to fill the assignment is still required.

Employees responding to an off-property assignment at another employer, in the name of Pemiscot-Dunklin Electric Cooperative, shall be paid, as a minimum, one and one-half (1 ½) times his normal rate of pay for all hours associated with such response, including preparation and travel time. All other contractual items that exist on Pemiscot-Dunklin Electric Cooperative's property shall also apply for responding employees at the alternate location.

## **ARTICLE VIII**

### **APPRENTICE SYSTEM FOR THE PHYSICAL DEPARTMENT**

**Section 8.01 – One to One (1:1) Apprentice to Journeyman Ratio.** The Cooperative may employ not more than one Apprentice Lineman to each one Journeyman Lineman.

**Section 8.02 – Authorized Apprentice Tasks.**

*First Six Months:* Apprentices with no previous experience shall perform Groundman's work and may use tools on the ground under the supervision of the Journeyman and/or Foreman.

*Next Six Months:* Apprentices may perform work on lines that are not energized.

*Next Twelve Months:* Apprentices may perform work in company with a Journeyman on energized secondary circuits having a nominal voltage of not more than 480 volts.

*Next Twenty-Four Months:* Apprentices may perform work assisting a Journeyman on all classes of work. They will not, at any time, work on nominal voltages over 480 volts unless a Journeyman Lineman is on the same pole.

All Apprentice Linemen must attend either the AMEC Apprentice Lineman's School or the IBEW Local 702 Apprentice School located in West Frankfort, IL. Apprentice Linemen who regularly attend a certified 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

### EMPLOYEE CLASSIFICATION AND COMPENSATION

#### Section 9.01 – Classifications and Pay Rates.

A. Employee classification and rates of pay for each year of the term of this agreement shall be as follows:

<i>PHYSICAL GROUP CLASSIFICATION</i>	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023
Line Foreman	\$39.09	\$40.77	\$42.46	\$43.73	\$45.04
Service Foreman	\$38.14	\$39.28	\$40.46	\$41.67	\$42.92
Journeyman Lineman	\$37.17	\$38.29	\$39.44	\$40.62	\$41.84
Lineman 4 <sup>th</sup> year Apprentice	\$34.94	\$35.99	\$37.07	\$38.18	\$39.33
Lineman 3 <sup>rd</sup> year Apprentice	\$32.11	\$33.07	\$34.06	\$35.08	\$36.13
Lineman 2 <sup>nd</sup> year Apprentice	\$29.22	\$30.10	\$31.00	\$31.93	\$32.89
Lineman 1 <sup>st</sup> year Apprentice	\$28.80	\$29.66	\$30.55	\$31.47	\$32.41
General Utilityman	\$34.43	\$35.46	\$36.52	\$37.62	\$38.75
Groundman, after 6 months	\$28.80	\$29.66	\$30.55	\$31.47	\$32.41
Groundman, first 6 months	\$28.04	\$28.88	\$29.75	\$30.64	\$31.56
Mechanic	\$37.39	\$38.92	\$40.46	\$41.67	\$42.92
Storeroom	\$28.80	\$29.66	\$30.55	\$31.47	\$32.41
System Technician	\$38.14	\$39.28	\$40.46	\$41.67	\$42.92
Locator	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26
<i>CLERICAL GROUP CLASSIFICATION</i>					
Office Clerk	\$27.12	\$27.93	\$28.77	\$29.63	\$30.52

- B. It is agreed to delete the classifications of Tree Trimmer Foreman, Tree Trimmer 1st Class, Tree Trimmer 2nd Class, Meter Reader, Janitor, and Workorder Clerk from this Section. If the Cooperative hires someone to fill the classification of Tree Trimmer Foreman, Tree Trimmer 1st Class, Tree Trimmer 2nd Class, or Janitor, at that time they shall become an integral part of this contract. The Cooperative shall have the option of assigning meter reading to employees in the bargaining unit or to employees outside of the bargaining unit or engaging a contractor to perform such work.

**Section 9.02 – Retirement Benefits.** The Cooperative shall continue to provide employee retirement benefits coverage through the NRECA-sponsored defined benefit plan, known as the “Retirement and Security Program.” The Cooperative shall pay each employee’s contribution to the plan, which is 3% of each employee’s base annual earnings with normal retirement at age 62. Effective October 1, 1998, the Cooperative shall also raise the formula multiplier to 2.0% and shall buy back all previous years of participation in the plan at that multiplier rate.

Beginning January 01, 2002, the Cooperative shall increase the surviving spouse or dependent portion of the plan from the current level of 50% to 100%. The Cooperative shall pay the additional cost of the increase.

**Section 9.03 – Cafeteria Plan.** The Cooperative shall provide, as long as legally allowed, a Section 125 Cafeteria Plan through the NRECA benefits program. The employee shall make all contributions to the plan, and the Cooperative shall pay 100% of the administrative costs for the plan.

**Section 9.04 – Payroll Deduction for Union Dues.** Beginning January 1, 2007, the Cooperative agrees to deduct a set amount each pay period from the wages due each employee who has given proper authorization for such deductions by means of a written authorization, which shall be in form reasonably acceptable to the Cooperative. This deduction shall be for Union dues and forwarded by the Cooperative to the Financial Secretary of IBEW Local 702 no later than the tenth of following month. Quarterly, a one-time adjustment, as determined by the Financial Secretary of IBEW Local 702 and provided in writing to the Cooperative, of the weekly deduction shall be made to insure proper remittance to the Financial Secretary of IBEW Local 702.

**Section 9.05 – New Clerical Group Employee Pay Rates.** New employees in the clerical group will be paid at 80% of their classification wage rate as set forth in Article IX or the minimum wage, whichever is greater. At the end of the 180-day probationary period, the pay shall increase to 90% of the classification rate. Upon the completion of 1 year of service, the rate of pay shall be the rate of pay covered in the Agreement.

**Section 9.06 – Committee On Political Education.** The Cooperative agrees to allow for voluntary payroll deductions for Committee On Political Education (COPE) to be forwarded to the IBEW Local 702 Financial Secretary on a monthly basis. The employee must sign and submit a payroll deduction authorization card designating the amount to be withheld over which period of time. Any changes to such may require up to fourteen (14) days processing before the change takes effect.

## **ARTICLE X SAFETY**

**Section 10.01 – General Safety.** 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 Employer, 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 Employer, 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 employer 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.

**Section 10.02 - Safety Rules.** 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. The Safety Committee shall review safety procedures and recommend additions or amendments to the Safety Manual as necessary.

**Section 10.03 - 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.

**Section 10.04 - Prohibited Activity.** The Cooperative, supervisors, and employees will conduct work in a safe manner and will comply with established safety and health rules as set forth in the *AMEC Loss Control and Safety Manual*, as amended, and applicable state and federal law. Such rules will be applied uniformly to all employees affected.

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.

**Section 10.05 – AMEC Manual.** The Cooperative agrees to inform the Local Union of any changes in the AMEC Loss Control and Safety Manual as they become effective throughout the term of the Agreement.

## **ARTICLE XI IMPLEMENTATION OF AGREEMENT**

**Section 11.01 – Gender Neutral.** Whenever the word "man" is used herein, it shall, in appropriate cases, be applied to the feminine gender.

**Section 11.02 – Term of Agreement.** This Agreement shall be binding upon the Cooperative, its successors or assigns, and shall take effect as of October 1, 2019, and shall remain in full force and effect until and including September 30, 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.

**Section 11.03 – Binding on Successors.** If either party transfers its operations covered by this Agreement to a successor organization, either by sale, conveyance, assignment or other means, or by management change, or by location change, this Agreement will continue to bind the successor.

The Cooperative promises that its operations covered by this Agreement shall not be sold conveyed or otherwise transferred or assigned to any successor without first securing the agreement of the successor to assume the Cooperative's obligations under this Agreement. If the Cooperative transfers its operations, immediately upon the conclusion of the transfer, the Cooperative shall notify the Union of the transfer. The Cooperative shall send the notice of the transfer by certified mail to the Business Manager of the Union, and such notice shall include any documentation that the successor is bound by the Agreement. The transfer shall not change any part of this Agreement.

If the Union transfers its operations, immediately upon the conclusion of the transfer, the Union shall notify the Cooperative of the transfer. The Union shall send the notice of the transfer by certified mail to the Cooperative's General Manager, and the notice shall include documentation that the successor is bound by this Agreement. The transfer shall not change any part of this Agreement.

**Section 11.04 – Sole Agreement.** This agreement constitutes the sole and entire agreement between the parties and supersedes all prior agreements, commitments, and practices, whether oral or written, between the Cooperative and the Union, or the Cooperative and any of the covered employees, and expresses all obligations of, and restrictions imposed on the Cooperative and the Union.

# SIGNATURES

FOR THE COOPERATIVE

Pemiscot-Dunklin Electric Cooperative

By: Jake Fisher  
Jake Fisher, President

By: Tim Davis  
Tim Davis, Manager

Date: 9/26/2019

FOR THE UNION

Local Union 702, International Brotherhood  
of Electrical Workers

By: Steve Hughart  
Steve Hughart, Business Manager

By: Mark Baker  
Mark Baker, Bus. Representative

Date: 9/27/2019

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

**10/1/2019**

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