

LABOR AGREEMENT

Between



Your Touchstone Energy® Partner 

Norris Electric Cooperative

And



International Brotherhood of Electrical Workers

Local Union No. 702

July 1, 2018 – June 30, 2023

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I	Scope of Agreement and Union Security	3
II	Seniority	5
III	Negotiation and Arbitration	9
IV	Classification and Wage Rate Scales	11
V	General Rules and Working Conditions	12
VI	Vacation	17
VII	Sick Leave	18
VIII	Occupational Injury	20
IX	Apprentice System	21
X	Medical Coverage and Retirement Plan	21
XI	Non-Discrimination	22
XII	Sale or Other Transfer of Cooperative Operation	23
	Appendix A	26

AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of July, 2018, by and between NORRIS ELECTRIC COOPERATIVE, a Corporation, Party of the First Part, who may be referred to hereinafter as the "Cooperative", and LOCAL UNION 702 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRIC WORKERS, Party of the Second Part, who may be referred to hereinafter as the "Local Union".

This Agreement shall be binding upon both parties, including the successor or assigns of the Cooperative, and shall take effect for all purposes, except as hereinafter provided, on the 1st day of July, 2018, and shall remain in full force and effect to and including the 30th day of June 2023, and shall continue in full force and effect thereafter until it has been cancelled or amended. This Agreement may be cancelled by either party, giving to the other party written notice of such cancellation not less than sixty (60) days prior to the anniversary date hereof. If either party desires any amendments or changes in this Agreement at the expiration of the same, such party shall notify the other party in writing of the proposed amendments or changes not less than sixty (60) days prior to the expiration date hereof.

WITNESSETH:

ARTICLE I

SCOPE OF AGREEMENT AND UNION SECURITY

Section 1:

Pursuant to certification by the NLRB (Case Number 14-RC-1862), the Cooperative recognizes Local Union 702 of the International Brotherhood of Electric Workers as the exclusive bargaining agent and representative of its production, maintenance and construction employees. Office, clerical, professional, supervisory and guards, as defined in the Labor Relations Act are 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 Local 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, 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 six (6) months, during which time the Cooperative shall elect whether the work of the new employee is satisfactory and whether it wishes to continue the employment. The Cooperative shall refer all new or re-employed employees to the local representative of the Local Union for instructions and advice concerning the union shop requirements of this Agreement. The Cooperative shall have the sole right to employ whomsoever it chooses without regard to membership or non-membership in the Local Union, except that after said probationary period all new employees shall become members of the Local Union. Service fee, in the amount equal to Union dues and initiation fees will be checked off of pay only on the separate written order of the individual employee. The dues checkoff card will not be automatically revoked by resignation from the Union. In addition, upon separate written order of the individual employee, the Cooperative shall deduct payment for the IBEW COPE fund from the wages of that employee. At the request of the Cooperative the Local Union shall make reasonable efforts to furnish the Cooperative with such workers within the classifications herein as the Cooperative may request.

Section 4:

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

Section 5:

In the event the Cooperative desires to contract the construction and maintenance of lines and substations, it is mutually agreed between the parties that such work can be contracted provided that no employee in the bargaining unit loses work as a result of the contracting of such work by the Cooperative. The Cooperative agrees that it will not enter into or continue the subcontracting of any work which is ordinarily and customarily done by its regular employees if there are any employees on layoff; or if as a direct result thereof, employees will be laid off, required to move to other reporting centers, or to accept a lesser rate of pay. It is further agreed that the Cooperative will not contract out work covered under this Agreement unless the employees performing such work receive an amount at least equivalent to the wages and benefits of the classification normally performing the work under this Agreement, unless such work is covered by separate AFL-CIO Agreement. This section shall in no way apply to restoration of services or to the AIEC emergency work plan when assisting the Cooperative during emergencies.

Section 6:

This Agreement will not prevent the Cooperative from employing specialists to supervise work of a special nature. The Cooperative shall have the right to determine job procedure and methods and to put into effect technological improvements and the Local Union agrees to cooperate fully in any work to improve the operations of the Cooperative.

Section 7:

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

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 day of re-employment after his most recent loss of seniority hereunder. Provided, that the seniority of any employee whose employment shall have been interrupted only by active duty in the Military, Naval or Air Force service of the United States of America shall begin with the most recent employment of such employee prior to his entry into such Military, Naval or Air Force service, unless his seniority has been broken as hereinafter provided in Section 3.

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

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 time of the layoff not possessed by employees having greater seniority.
- (D) When adding employees, those having established seniority most recently laid off on account of curtailment of work shall be the first among those holding seniority to be re-employed, if available and physically able to return to work, providing they have the qualifications required.

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 and not reinstated.
- (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.
- (E) If an employee is laid off for thirty (30) consecutive months, he shall lose all rights of seniority.

Section 4:

Promotions shall be made and vacancies shall be filled based on seniority, ability and qualifications. Ability and qualifications being sufficient, seniority shall prevail. Qualifications to be determined by management subject to the provisions of Article III. An interview process shall be utilized to facilitate the selection of qualified Foremen by the General Manager in his or her sole and exclusive discretion.

- (A) Should an employee bid then deny a promotion, he or she shall be ineligible for promotion for a period of twelve (12) months.
- (B) An employee promoted to a new position will be given a reasonable opportunity to demonstrate his qualifications and ability. If he does not qualify within ninety (90) days, he shall be returned to the position he formerly held, except that when the new position to which an employee is promoted is that of foreman, if he does not qualify within thirty (30) days, he shall be returned to the position he formerly held. An employee who accepts a promotion and either: (1) fails to demonstrate his or her qualifications; or (2) requests in writing to be returned to his or her former position more than thirty (30) days after accepting the promotion, shall be ineligible to bid for another position for a period of twelve (12) months from the date of the employee's disqualification or request for voluntary demotion.
- (C) When vacancies occur or when new positions are created within the bargaining unit, the Cooperative will post a notice on bulletin boards for a period of five (5) days (Sundays and Holidays excluded) announcing the position open. Employees desiring to be considered shall make written application to the Manager. When necessary, temporary assignments will be made for the period the position is considered open.
- (D) In recognition of the significant investment of time and resources associated with outside training, individuals who successfully bid into Meter Man/Maintenance Lineman and Meter Repairman & Tester positions after July 1, 2018 are not permitted to tender bids to leave their position for a period of five (5) years.

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 else where while on such leave without the approval of the Cooperative.

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

Section 6:

An employee who is injured while in the employ of the Cooperative shall continue to accumulate seniority and upon recovery shall be reinstated to his former position with full seniority, providing he makes application to return to work within thirty (30) days after he is pronounced recovered by the Cooperative's physician, if he is physically qualified to return to work.

Section 7:

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

Section 8:

Except as above provided in the case of employees returning from service and in other cases where reinstatement is specifically provided for in this contract, seniority shall not entitle any employee to "bump" or displace another employee who is established in a job classification or work location. Any established headquarters shall remain at the location established for at least twelve (12) months.

ARTICLE III
NEGOTIATION AND ARBITRATION

Section 1:

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

Section 2:

The Cooperative agrees to meet and to 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.

Section 3:

In case of any disagreement arising between the Cooperative and any employee(s) under this Agreement, such disagreement shall first be presented, by such employee(s), to the General Manager of the Cooperative. If the disagreement is not resolved upon presentation to the General Manager, the employee(s) shall refer the matter to the Business Representative of the Local Union.

Section 4:

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

Section 5:

If the grievance or matter in dispute is not settled under the grievance procedure as set forth above, the aggrieved party may refer the matter to arbitration by serving notice on the other party of the desire to arbitrate the dispute within thirty (30) days from the date the matter was handled in the final step of the grievance procedure.

If the Cooperative and the Union agree on a single arbitrator, the grievance shall be presented to the arbitrator for final determination. Should the Cooperative and the Union fail to agree on a single arbitrator, they shall immediately request that Federal Mediation and Conciliation Service submit a panel of seven (7) arbitrators. Either party may reject one (1) panel in which case a new panel shall be requested. Each party shall alternatively strike one (1) name from the list and the one (1) remaining name shall be the arbitrator. Either party may order the proceedings to be recorded or transcribed, but whichever party does so, shall bear the cost of such record or transcript, unless the other party desires a copy, in which case, the cost of the record is ordered and born equally by the parties. Where the record is ordered and paid for by only one (1) party, a copy thereof will not be made available to the other party. Any such record shall become the official record of the proceedings.

In arriving at a decision, the arbitrator shall not have the power to delete from, add to, or in any way, modify the provisions of the Agreement. The arbitrator's decision will be final and binding upon both parties.

If either party, after due notice thereof, should fail to appear or present its case or defense in an arbitration hearing, the arbitrator is authorized to hear and decide the case on the basis of the evidence presented.

Section 6:

The fees and expense of the arbitrator shall be born equally by the parties.

ARTICLE IV
CLASSIFICATION AND WAGE RATE SCALES

Section 1:

<u>CLASSIFICATION</u>	<u>BASE WAGE</u>				
	7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
CONSTRUCTION & MAINTENANCE					
Line Foreman	\$ 47.40	\$ 48.70	\$ 50.04	\$ 51.42	\$ 52.70
Lineman, Journeyman-Maint.	\$ 46.21	\$ 47.48	\$ 48.78	\$ 50.12	\$ 51.38
Lineman, Journeyman-Const.	\$ 45.04	\$ 46.27	\$ 47.55	\$ 48.85	\$ 50.08
Lineman, 3rd Year Appr.	\$ 43.55	\$ 44.74	\$ 45.97	\$ 47.24	\$ 48.42
Lineman, 2nd Year Appr.	\$ 41.96	\$ 43.12	\$ 44.30	\$ 45.52	\$ 46.66
Lineman, 1st Year Appr.	\$ 40.72	\$ 41.84	\$ 42.99	\$ 44.17	\$ 45.28
Groundman-Truck Driver	\$ 35.21	\$ 36.18	\$ 37.18	\$ 38.20	\$ 39.15
Groundman	\$ 34.35	\$ 35.29	\$ 36.26	\$ 37.26	\$ 38.19
Groundman-W'hse Materials Clerk	\$ 40.84	\$ 41.97	\$ 43.12	\$ 44.31	\$ 45.41
LINE CLEARANCE					
Line Clearance Foreman	\$ 45.04	\$ 46.27	\$ 47.55	\$ 48.85	\$ 50.08
Line Clearance Man, Journeyman	\$ 40.72	\$ 41.84	\$ 42.99	\$ 44.17	\$ 45.28
Line Clearance Man, 2nd 6 Mo.	\$ 36.87	\$ 37.88	\$ 38.92	\$ 39.99	\$ 40.99
Line Clearance Man, 1st 6 Mo.	\$ 35.62	\$ 36.60	\$ 37.61	\$ 38.64	\$ 39.61
Power Polyphase Tester	\$ 42.87	\$ 44.05	\$ 45.26	\$ 46.50	\$ 47.66
Meter Repairman & Tester, Journeyman	\$ 34.83	\$ 35.79	\$ 36.77	\$ 37.79	\$ 38.73
Meter Repairman & Tester, 1st 6 Mo.	\$ 29.92	\$ 30.74	\$ 31.59	\$ 32.46	\$ 33.27
Meter Man/Maintenance Lineman	\$ 46.21	\$ 47.48	\$ 48.78	\$ 50.12	\$ 51.38

Section 2:

Attached hereto and made a part of this Agreement by reference, is a list of all present employees of the Cooperative covered by this Agreement and the present agreed upon classification of each.

ARTICLE V
GENERAL RULES AND WORKING CONDITIONS

Section 1:

Ten (10) hours shall constitute a regular day's work and four (4) consecutive days Monday through Thursday shall constitute a regular week work for employees. Workmen are to report at 6:00 A.M. to their respective headquarters and be returned to their respective headquarters at 4:00 P.M. Employees shall be entitled to thirty (30) minutes time out for lunch beginning at 12:00 noon or as soon before or after as possible.

The foregoing provisions of this Section 1, Article V, may be changed at any time by mutual consent of the parties doing the work and the cooperative.

Section 2:

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

When employees are required to continue work after 6:00 P.M., they shall be furnished a meal, and additional meals shall be furnished every five (5) hours thereafter. If an employee is called to work before 5:00 A.M. he shall be provided with a meal, the meal is to be eaten on Cooperative time provided he has not had his breakfast.

Double time shall be paid for all hours worked in excess of thirteen (13) continuous hours or any sixteen (16) hours in a twenty-four (24) hour period. Employees that work "off cooperative premises" will be paid double time for all hours worked in emergency or storm restoration situations. Travel time to those "off cooperative premises" will be paid at the normal rate as designated elsewhere in this agreement as if they were working on cooperative premises.

Employees who have worked for sixteen (16) hours or more shall be allowed a rest period of eight (8) hours before returning to work unless mutually agreed otherwise. If the employee is requested by the Cooperative to work before completing the eight (8) hour rest period and the employee agrees to work, double time will be paid for all hours worked until the employee receives a full eight (8) hour rest period. If the rest period extends into his regularly scheduled working hours, he shall be excused from duty for that portion of his regularly scheduled working hours and lose no pay thereby.

Section 3:

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

Section 4:

The Cooperative recognizes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve which shall be designated as paid or unpaid depending on where such holidays fall during the work week. All employees covered herein shall receive a holiday allowance of ten (10) hours straight time pay on days designated as paid holidays on the Cooperative's Holiday Calendar (Appendix A to this Agreement). Employees shall not be required to work on days designated as paid holidays, except in emergencies. Employees required to work on any holiday designated as a paid holiday in Appendix A shall receive double time for all hours worked. In no case when an employee is required to work on a paid holiday shall the employee receive less than two (2) hours pay. When any such holiday falls on a Friday, Saturday, or Sunday and the Cooperative chooses to observe said holiday on a regular work day, any employee who works on the day of observance will be paid at the applicable overtime rate of pay. Each employee shall also be entitled to three (3) additional holidays, designated as personal days, in each calendar year, the dates of which shall be scheduled for a time suitable to the individual employee and the Cooperative.

Section 5:

All time worked in excess of regular hours shall be paid for at the rate of time and one-half (1/2) except as hereinafter provided. Overtime shall be divided as equally and impartially as possible among employees. The Cooperative will furnish the names of employees who work overtime and the amount of such overtime worked, when requested by a Local Union Representative or Job Steward.

Section 6:

When an employee is called out between the hours of 4:00 P.M. and 6:00 A.M., he shall receive not less than two (2) hours time at the rate of time and one-half (1/2), except that if he works longer than two (2) hours, he shall receive time and one-half (1/2) for the entire time worked before 6:00 A.M. after which time the regular rate of pay will become effective.

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

Section 7:

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

Section 8:

Pay period shall be bi-weekly and shall consist of two (2) consecutive calendar weeks. Pay day will be on the Wednesday following the close of each such bi-weekly pay period and shall be distributed by electronic direct deposit. A statement of payment will be sent to the employee's address of record with the Cooperative (this may be a Post Office box number) through the U.S. Mail Service. When pay day falls on a holiday, employees shall be paid on the preceding day, to the extent practicable.

Insufficient fund charges incurred by an employee as a result of the Cooperative's failure to have the pay at the employee's banking facility will be reimbursed to the employee by the Cooperative.

The Cooperative agrees to respond as quickly as possible to an employee's request concerning the changing of an account number.

Section 9:

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

The Cooperative shall have the right to discipline up to and including discharge any employee for just cause, but the Cooperative agrees to give to such employees and to the Local Union at least one (1) warning notice, in writing, when possible, before such discharge.

Section 10:

Employees shall not be allowed work breaks in public facilities during regular work hours. However, an employee shall be permitted to continue on the job work breaks when job conditions permit.

Section 11:

No employee covered by this Agreement shall absent himself from duty without securing permission from a Supervisor or the Manager before so doing and in case of illness shall use every effort to notify a Supervisor in ample time before working hours.

Section 12:

Employees whose regularly scheduled shifts would not otherwise allow sufficient time to vote shall be entitled to the necessary time, not to exceed two (2) 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 13:

The employees will furnish their original body tools such as belts, climbers, straps and pliers. As the personal tools break or wear out, they will be turned in to the appropriate Supervisor and replaced by the Cooperative. The Cooperative shall furnish all other tools, safety equipment and rubber goods for the proper and safe performance of the work and employees shall use every effort to preserve safety appliances and shall use them when necessary. Employees will be advised and instructed where major changes in apparatus, wiring or procedure are made. At no time will an employee be required to perform any hazardous task outside his classification. The Cooperative will not require employees to do construction or maintenance work outside during inclement weather unless such work is necessary to protect life or property or maintain service to the public. During days when weather is severe, such as -5 degrees Fahrenheit wind chill factor, heavy rain or snow; the Cooperative shall not assign employees to outside construction or maintenance jobs, but employees shall respond to emergencies and carry on necessary Cooperative business functions. Necessary functions shall include, but not be limited to, meter reading, re-connects and disconnects, line inspections, vehicle, tool and building maintenance and other similar work.

It is agreed that the Cooperative will not use one-man trucks on work that will jeopardize the safety of employees. When poles are to be loaded, not less than two (2) employees in addition to a truck driver will be used, except that when hydraulic equipment is used in the loading of poles, in cases of emergency or in the discretion of the employees engaged in such work, one (1) employee in addition to a truck driver may be used. The Cooperative shall have the right to create a one-man truck to be operated by a journeyman-lineman. The journeyman-lineman operating such one-man truck may perform normal work as a lineman, provided that he determines that such work can be completed safely in compliance with OSHA regulations.

Section 14:

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

Section 15:

Foreman in charge of four (4) or more men in addition to himself shall not climb poles or do other lineman's work except in case of emergency, as it would interfere with his properly looking after his work as foreman and the safety of the men in his charge.

- (A) In case of a foreman being absent from the job, a journeyman shall be designated by the General Manager or his/her designee to serve as foreman; his duties shall be the same as those of a foreman and he shall receive foreman's pay. Upon being a temporary foreman for ten consecutive work days, the journeyman shall receive foreman's wages for all time worked.
- (B) On any job where three (3) men are employed at line building, changing poles or removing materials and on any other job where four (4) men are employed, a journeyman shall be designated by the General Manager or his/her designee to serve as foreman and in addition to his duties as foreman he shall perform work and receive foreman's pay for the time worked; provided, that if he works as much as four (4) hours as a foreman in any one (1) day, he shall receive foreman's pay for the full day.

Section 16:

All construction trucks shall be operated by groundmen-truck drivers. However, in cases of emergencies or unusual circumstances other classifications shall be assigned to operate as groundmen-truck drivers. If the temporary groundman-truck driver position is filled by a journeyman-lineman classification it shall be offered first to the senior journeyman-lineman. In addition to performing the groundman-truck driver duties he shall also perform as a journeyman-lineman. Any classification used as a groundman-truck driver shall be compensated at the applicable rate for all time spent servicing and taking care of the trucks.

Section 17:

Each employee who is covered by this Agreement, who may now or hereafter work out of the Headquarters Building located near Newton, Illinois, shall reside within a driving distance of fifteen (15) miles from the City limits of the City of Newton, Illinois. As to the outposts located at Effingham, Claremont, Lawrenceville, and Montrose or as to any outpost established in the future, the employee shall maintain their permanent residences within a driving distance of fifteen (15) miles from city limits of the respective city.

Section 18:

The Power Polyphase Tester may be assigned to assist Maintenance and Construction Crews as a groundman as needed at the discretion of management, under the following conditions:

1. The Power Polyphase Tester will receive his respective rate of pay while assisting.

Section 19:

The Cooperative will provide each employee covered by this agreement an allowance of \$200.00 per year for the purchase of work gloves. Each employee must present a receipt prior to receiving reimbursement from the Cooperative.

Section 20:

Union officials must obtain the Cooperative's approval prior to conducting union business at its facilities and may not conduct meetings with employees during working time or in working areas. Such approval shall not be unreasonably denied.

Section 21:

All employees covered by this Agreement must obtain and retain a Class A commercial driver's license.

ARTICLE VI

VACATIONS

Section 1:

All employees covered hereunder who have worked one (1) year shall then be entitled to an annual vacation with full pay of forty (40) hours with full pay for one year of service and eighty (80) hours with full pay for two (2) years of service.

Section 2:

Employees who have been in the service of the Cooperative for six (6) years shall then be entitled to an annual vacation of one hundred and twenty (120) hours with full pay, effective in the current year.

Section 3:

Employees who have been in the service of the Cooperative for fourteen (14) years shall then be entitled to an additional ten (10) hours of vacation for each year after fourteen (14) years of service, limited, however to a maximum annual vacation of two hundred and forty (240) hours with full pay, effective in the current year.

Section 4:

Vacation days shall be scheduled for times suitable to the individual employee and the Cooperative. Vacations shall be arranged to avoid insofar as possible, interference with the Cooperative's operations.

Prior to April 1st of each year the Manager will consult with all employees entitled to vacations and from such consultation the Manager will establish and post before the above date a schedule of vacation periods on bulletin boards. The date of any vacation period so scheduled may be changed by mutual consent.

ARTICLE VII

SICK LEAVE

Section 1:

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

After first six months of service	80 working hours
After first year of service	120 working hours

Thereafter unused sick leave of one hundred twenty (120) working hours will be allowed for each year will accumulate up to, but not to exceed, eight hundred (800) working hours, provided, however, that in the event of an extended illness qualifying the employee for long Term Disability Insurance benefits, the accumulated sick leave will be extended to 180 days or such time as the Long Term Disability Insurance becomes effective. Upon retirement an employee shall receive wages for fifteen percent (15%) of such accumulated sick leave, unless the employee elected to use said accumulated sick leave for FMLA for a maximum of twelve (12) weeks. In addition, in the final year of employment with the Cooperative, he shall receive wages for all his unused sick leave that he may have for said year in which he retires. It is the intent of the parties that he shall receive payment for not more than two hundred forty (240) hours of sick leave.

In interpreting this Section, sick leave days for the current year of service shall be applied before application of any accumulated sick leave. This leave of absence with pay will not be allowed and has no application to occupational injury, which is covered in Article VIII of this Agreement.

Section 2:

The Cooperative will permit employees to use up to fifty (50%) of their available annual sick leave for absences due to the illness, injury, or medical appointment of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step-parent. (This Section does not extend the amount of FMLA permitted by law.)

Section 3:

Reasonable leave of absence without payroll deduction will be allowed by the Cooperative when a death occurs in the employee's immediate family, namely, spouse, son, daughter, father, mother, brother, sister, or parent-in-law and other close relative living in the employee's own household. The maximum leave of absence in each case under these conditions will be three (3) days. As to the death of a legal grandparent, a spouse's legal grandparent, or grandchild, there shall be a maximum leave of absence without payroll deduction of one (1) day. The employee must produce documentation establishing attendance at the deceased's funeral and/or memorial service if requested by management.

Section 4:

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

Section 5:

Sick leave with pay may be reduced or entirely eliminated if Management of the Cooperative determines that the employee in question has abused this privilege, in which case the Cooperative may also use such disciplinary measures as it deems appropriate. The Cooperative may require a medical certificate to be furnished by the employee.

Section 6:

Any leave granted under this Article shall run concurrent with any unpaid leave provided under the Family and Medical Leave Act (FMLA), as amended. An employee must apply seventy-five percent (75%) of their accrued and unused vacation time toward the twelve (12) week period allowed for approved Family and Medical Leave. After exhausting seventy-five percent (75%) of their accrued vacation time, sick leave can be used. After exhausting seventy-five percent (75%) of their accrued vacation time and all sick leave, any remaining accrued and unused vacation time and personal time shall be applied. Thereafter, when all personal, vacation, and sick leave has been exhausted, the remaining leave shall be unpaid leave.

ARTICLE VIII

OCCUPATIONAL INJURY

Section 1:

After six (6) months of continuous employment, a regular employee of the Cooperative who is injured and disabled by an injury sustained while in the course of his employment and arising out of his employment shall receive, beginning with the first full day of absence, the difference between payment to which he is entitled under the Illinois Workers' Compensation Act and ninety percent (90%) of his regular pay at his straight time hourly rate as provided in Article IV of this Agreement for absence of his regular work days and on Holidays designated in Section 4 of Article V of this Agreement which fall within his work week, provided, however that said 90% does not exceed take home pay, being gross wages less local, state and federal deductions.

Section 2:

Payments hereunder shall be limited to the period of time for which payments are made to the employee for total temporary disability as provided by the Illinois Workers' Compensation Act.

Section 3:

Necessity for loss of time, the date of return to work and the termination of the employee's right to payments hereunder by the Cooperative shall be determined by the Cooperative in accordance with its established practices.

Section 4:

In no event shall an employee entitled to payments for an occupational injury under the provisions of this Article also be entitled to sick leave for the same absence under the provisions of Article VII of this Agreement.

ARTICLE IX
APPRENTICE SYSTEM

Section 1:

The Cooperative may employ not more than three (3) apprentice linemen to each five (5) journeymen linemen.

Section 2:

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

Second Six Months: Apprentices may perform work in company with a journeyman on energized secondary circuits of not more than 440 nominal volts.

Next Twenty-four Months: Apprentices may perform work assisting a journeyman on all classes of work.

ARTICLE X
MEDICAL COVERAGE AND RETIREMENT PLAN

It is agreed that the existing Retirement Plan and hospital and medical insurance, including major medical coverage, for employees will be maintained at benefit levels, comparable to the benefits in effect as of July 1, 2018, which specifically include the following: The Retirement Plan shall be funded by the Cooperative contributing percentages pursuant to the schedule below for all wages earned by the employees when the employees contribute a minimum of four percent (4%) on all wages they earn.

2018-2019	13.75%
2019-2020	13.75%
2020-2021	13.75%
2021-2022	13.75%
2022-2023	14.00%

The Cooperative shall provide the Union with advance notice regarding the terms of the annual medical insurance renewal and shall, upon request, meet with the Union to answer any questions regarding the coverage provided under the Plan.

A One Hundred Thousand Dollar (\$100,000.00) term life policy shall be provided by the Cooperative to all active employees. Beginning August 1, 2004, said premium for hospital and medical insurance shall be paid by the Cooperative contributing ninety (90%) of the amount of the premium and employees contributing ten percent (10%). A high deductible plan with HSA (Health Savings Account) may be offered to the employees in addition to the present plan. The employee will have the option of utilizing either plan. The cooperative will deposit in an HSA for the employee an amount based on the difference between the deductibles for the two options for the length of this agreement. The employee may make contributions to his HSA as allowed by law. Distributions from the HSA may be taken as allowed by law. Furthermore, it is understood and agreed that an employee who retires at age of sixty (60), or an employee who retires prior to the age of sixty (60) on account of total disability, shall have the privilege of continuing hospital and medical insurance on the same basis as working employees. Retiree medical benefits are vested and are comparable benefits to active employees, which will be provided by the Employer for the life of an eligible employee and to the spouse of such employee during employee's lifetime. Upon the death of an active or disabled employee, the spouse may continue on said program at the same cost share ratio previously stated. Upon the death of a retired employee, the spouse may continue on said program, provided that the spouse pays the cost of such insurance in full. Should the spouse of a deceased active, disabled, or retired employee remarry, he or she shall no longer be eligible for hospital and medical coverage under said program. As the employee and or spouse becomes Medicare eligible, he or she will be transferred to a comparable Medicare Supplement Plan, together with a prescription drug card, comparable to the prescription drug card furnished to the employees. Any individual hired after August 1, 1995, is not eligible for the health plan as a retiree, unless he or she has had continuous employment with Norris Electric Cooperative, a minimum of fifteen (15) years. However, medical benefits for retirees shall only apply to those employees hired prior to August 1, 2004. Any employee that is hired after August 1, 2004 shall only receive medical benefits until such time as they qualify for Medicare. The Cooperative shall continue the long-term disability insurance for employees based upon sixty-six and two-thirds percent (66 2/3rds %) of their salaries with the Cooperative to fund one hundred percent (100%) of the cost.

ARTICLE XI

NON-DISCRIMINATION

The Cooperative and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, age, sex, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, age, sex, national origin, or any other protected characteristic except as otherwise provided by law.

ARTICLE XII

SALE OR OTHER TRANSFER OF COOPERATIVE OPERATION

If the Cooperative should sell, assign or otherwise transfer its operation to any other entity, then the Cooperative agrees to require the successors, as part of the underlying sales agreement with the successor, to adopt this Labor Agreement. In addition, immediately after consummation of the underlying transaction, the Cooperative will notify the Union of the transaction and furnish a copy of the portion of the underlying document and confirming acceptance of the Labor Agreement, in accordance with the conditions set forth below, by the Successor. However, it is acknowledged that:

- (A) Certain provisions of this Labor Agreement other than wages and fringes may be impossible for the successor to adhere to. In such case, the successor will be obligated to bargain with the Union in order to as closely approximate the intent of the Labor Agreement as possible. If the parties are unable to reach an agreement as to any issues that may arise under this paragraph, those issues and disputes shall be submitted to the arbitrator under paragraph 3 below.
- (B) The successor may not be able, because of cost concerns or availability reasons, to provide identical fringe benefits to those provided for in this Labor Agreement. In that event: (1) the successor will be obligated to bargain with the Union in order to attempt to provide a wage/benefit package which as closely as possible approximates the package provided for in the Labor Agreement without increasing the successor's costs beyond that borne by the Cooperative under this Labor Agreement; and (2) in no event, absent the agreement of the Union, will the wage/fringe benefit package provided cost the successor less than the cost to the Cooperative under this Labor Agreement. If the parties are unable to reach an agreement as to any issues that may arise under this paragraph, those issues and disputes shall be submitted to the arbitrator under paragraph 3 below.
- (C) If a dispute should arise as to either the interpretation or application of 1 or 2, such dispute shall be resolved by the successor and Union by submission of the dispute to the grievance and arbitration procedure provided for in this Labor Agreement on an expedited basis. The arbitrator's decision shall be final and binding.
- (D) Upon the signing of an agreement between the Cooperative and a successor meeting the above stated requirements as set forth in Paragraphs A and B, the Cooperative shall be considered as having complied with all of its obligations concerning this matter. Thereafter as to the operations involved, all future dealings shall be between the successor and the Union.

It is further agreed that all provisions of this Agreement shall be subject to and in accordance with existing or future Federal State Legislation or ruling. Should any of said provisions be invalid because of existing or future Federal or State Legislation or ruling then said provision shall be inoperative and the remaining provisions shall not be affected thereby. Should any provision be declared invalid and later declared valid then said provision shall become operative when declared valid. Furthermore, nothing in this Agreement shall cancel or diminish any individual's rights that are otherwise available under State or Federal Law or Presidential Regulation.

IN WITNESS WHEREOF: The parties hereto, by their duly authorized officer, execute this agreement effective July 1, 2018.

Norris Electric Cooperative,
A Corporation,

By: Anda McClure
Norris Board President

Attest: Dean Dietrich
Norris Board Secretary

International Brotherhood of Electrical Workers,
Local Union No. 702

By: Steve Hughart
Business Manager

By: Paul Busman
Business Representative



APPENDIX A

2018		Observed	Actual (DT)
New Year's Day	Monday	1/1/2018	10 same as observed
President's Day	Monday	2/19/2018	10 same as observed
Memorial Day	Monday	5/28/2018	10 same as observed
4th of July	Wednesday	7/4/2018	10 same as observed
Labor Day	Monday	9/3/2018	10 same as observed
Columbus Day	Monday	10/8/2018	10 same as observed
Veteran's Day	Monday	11/12/2018	10 11/11/2018
Thanksgiving	Thursday	11/22/2018	10 same as observed
Christmas Eve	Monday	12/24/2018	10 same as observed
Christmas Day	Tuesday	12/25/2018	10 same as observed
New Year's Eve	Monday	12/31/2018	10 same as observed
		2018 Total	110

2019		Observed	Actual (DT)
New Year's Day	Tuesday	1/1/2019	10 same as observed
President's Day	Monday	2/18/2019	10 same as observed
Memorial Day	Monday	5/27/2019	10 same as observed
4th of July	Thursday	7/4/2019	10 same as observed
Labor Day	Monday	9/2/2019	10 same as observed
Columbus Day	Monday	10/14/2019	10 same as observed
Veteran's Day	Monday	11/11/2019	10 same as observed
Thanksgiving	Thursday	11/28/2019	10 same as observed
Christmas Eve	Tuesday	12/24/2019	10 same as observed
Christmas Day	Wednesday	12/25/2019	10 same as observed
New Year's Eve	Tuesday	12/31/2019	10 same as observed
		2019 Total	110

2020		Observed	Actual (DT)
New Year's Day	Wednesday	1/1/2020	10 same as observed
President's Day	Monday	2/17/2020	10 same as observed
Memorial Day	Monday	5/25/2020	10 same as observed
4th of July		unpaid holiday	7/4/2020
Labor Day	Monday	9/7/2020	10 same as observed
Columbus Day	Monday	10/12/2020	10 same as observed
Veteran's Day	Wednesday	11/11/2020	10 same as observed
Thanksgiving	Thursday	11/26/2020	10 same as observed
Christmas Eve	Thursday	12/24/2020	10 same as observed
Christmas Day		unpaid holiday	12/25/2020
New Year's Eve	Thursday	12/31/2020	10 same as observed
		2020 Total	90

2021		Observed		Actual (DT)
New Year's Day		unpaid holiday		1/1/2021
President's Day	Monday	2/15/2021	10	same as observed
Memorial Day	Monday	5/31/2021	10	same as observed
4th of July	Monday	7/5/2021	10	7/4/2021
Labor Day	Monday	9/6/2021	10	same as observed
Columbus Day	Monday	10/11/2021	10	same as observed
Veteran's Day	Thursday	11/11/2021	10	same as observed
Thanksgiving	Thursday	11/25/2021	10	same as observed
Christmas Eve	Thursday	12/23/2021	10	12/24/2021
Christmas Day		unpaid holiday		12/25/2021
New Year's Eve	Thursday	12/30/2021	10	12/31/2021
		2021 Total	90	

2022		Observed		Actual (DT)
New Year's Day		unpaid holiday		1/1/2022
President's Day	Monday	2/21/2022	10	same as observed
Memorial Day	Monday	5/30/2022	10	same as observed
4th of July	Monday	7/4/2022	10	same as observed
Labor Day	Monday	9/5/2022	10	same as observed
Columbus Day	Monday	10/10/2022	10	same as observed
Veteran's Day		unpaid holiday		11/11/2022
Thanksgiving	Thursday	11/24/2022	10	same as observed
Christmas Eve		unpaid holiday		12/24/2022
Christmas Day	Monday	12/26/2022	10	12/25/2022
New Year's Eve		unpaid holiday		12/31/2022
		2022 Total	70	

2023		Observed		Actual (DT)
New Year's Day	Monday	1/2/2023	10	same as observed
President's Day	Monday	2/20/2023	10	same as observed
Memorial Day	Monday	5/29/2023	10	same as observed
4th of July	Tuesday	7/4/2023	10	same as observed
Labor Day	Monday	9/4/2023	10	same as observed
Columbus Day	Monday	10/9/2023	10	same as observed
Veteran's Day		unpaid holiday		11/11/2023
Thanksgiving	Thursday	11/23/2023	10	same as observed
Christmas Eve		unpaid holiday		12/24/2023
Christmas Day	Monday	12/25/2023	10	same as observed
New Year's Eve		unpaid holiday		12/31/2023
		2023 Total	80	