

AGREEMENT

Made and Entered Into
By and Between



SEMO ELECTRIC COOPERATIVE

and



**LOCAL UNION NO. 702
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS (AFL-CIO)**

Lineworkers' Unit

September 1, 2019 to include August 31, 2025

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THIS AGREEMENT, entered into by and between SEMO ELECTRIC COOPERATIVE, hereinafter called the COOPERATIVE, and LOCAL UNION 702 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the AFL-CIO, hereinafter called the UNION.

WITNESSETH:

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees 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 for such employees, to the end that their mutual relations may be regulated, with a view to securing harmonious cooperation and to provide a procedure for the prompt and equitable adjustment of all grievances and disputes that may arise during the life of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

SCOPE OF AGREEMENT AND UNION SECURITY

Sec. 1.01 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 and maintenance employees, including working foremen, but EXCLUDING clerical and professional employees, guards and supervisors as defined in the National Labor Relations Act, as amended.

Sec. 1.02 This Agreement shall apply to all work performed by COOPERATIVE employees coming under the jurisdiction of the UNION, as outlined in Section 1.01, in employment with the COOPERATIVE.

Sec. 1.03 The COOPERATIVE agrees that every employee, subject to this Agreement shall, as a condition of employment or as a condition of continued employment, be or become a member of the UNION, on or before the 30th day following the effective date of this Agreement, or following the beginning of such employment, whichever is the later, and shall maintain such membership, in good standing, during the life of this Agreement. All new employees will serve a probationary period of nine (9) months during which time the COOPERATIVE shall be the sole judge of their ability and shall have the sole right to retain or release them. New employees who successfully complete the probationary period and who move from probationary status to regular employee status without a break in service will have their seniority begin with the start of their probationary period.

Sec. 1.04 It is understood and mutually agreed that no member of the UNION shall be discriminated against or denied employment because of the employee's activities in legitimate matters affecting the UNION. The UNION agrees that, through its agents, representatives or members, it will not restrain or coerce any employee to become a member of the UNION.

Sec. 1.05 During the term of this Agreement, the employees will not engage in any work stoppage, slowdown or strike. The COOPERATIVE agrees that during the term of this Agreement, there shall be no lockouts or acts to provoke strike.

Sec. 1.06 In the event that any of the provisions of this Agreement shall conflict with any applicable State or Federal Law or 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

Sec. 2.01 Except as otherwise specifically provided herein, the COOPERATIVE shall have the exclusive right to manage its business and its properties and to direct its working forces, and to employ, transfer, layoff, promote, demote, discipline, and discharge its employees. Except as otherwise specifically provided herein, the COOPERATIVE shall be the sole judge of the qualifications and the classifications of its employees. All rights, power, and authority that the COOPERATIVE had prior to the execution of this Agreement are retained by the COOPERATIVE, except those that are specifically delegated by the terms of this Agreement.

ARTICLE III
SENIORITY

Sec. 3.01 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. If the employee's seniority has been broken and the employee is re-employed, then and in that event the employee's seniority after having been re-employed for a period of six (6) months within twelve (12) consecutive months, shall begin on the first day of re-employment after the employee's most recent loss of seniority hereunder. The foregoing shall not alter or affect seniority rights such as paid time off (PTO), annuities, or other benefits and privileges to which such regular employees may be entitled for service with the COOPERATIVE prior to being employed or re-employed.

Sec. 3.02 When it becomes necessary for the COOPERATIVE to reduce its force because of lack of work, employees shall be demoted or released in accordance with straight seniority within the occupational group that has a lack of work. When restoring the forces, those most recently demoted or released on account of curtailment of work in each occupational group shall be first to be restored or re-employed in that group. For the purpose of this section, occupational groups shall be as follows:

Group 1 - Line and Service Foreman and Serviceman
Lineman - Journeyman and Apprentice

Group 2 - Warehouse Clerk

Sec. 3.03 Promotions of employees shall be vested exclusively in the COOPERATIVE. In the event qualifications of the employees subject to promotion are equal, seniority shall prevail.

- (a) Should an employee refuse a promotion, it shall have no effect on the employee's future promotions.
- (b) An employee promoted to a new position will be given a reasonable opportunity to demonstrate his/her qualifications and ability. If the employee does not qualify within ninety (90) calendar days, he/she shall be returned to the position he/she formerly held. In addition, the employee may voluntarily choose to return to his/her former position if exercised within the same ninety (90) calendar days.
- (c) When vacancies occur or when new positions are created within the bargaining unit, the COOPERATIVE will email notice to the employees, announcing the position as open, and that it will remain open for bids for forty (40) normal business hours. Employees desiring to be considered shall make written application to the Department Supervisor of the COOPERATIVE. When necessary, temporary assignments will be made for the period the position is considered open.
- (d) Seniority in occupational Group 2 shall not be transferable to Group 1 for promotion purposes. Total COOPERATIVE time will be considered in other benefits except promotion from Group 2 to Group 1.
- (e) Employees bumped from Group 1 to Group 2 shall be on probation for ninety (90) calendar days. Should their work performance be unsatisfactory during probation, they will be laid off.

Sec. 3.04 Subject to the provisions of Section 3.05:

(1) An employee who is injured while in the employ of the COOPERATIVE shall continue to accumulate seniority; and upon recovery such injured employee shall be reinstated to his/her former position with full seniority providing the employee makes application to return to work within three (3) consecutive workdays after he/she is pronounced recovered by the COOPERATIVE'S physician, if he/she is physically qualified to resume work.

- (a) If an employee becomes involved in an occupational accident, it is agreed that payments received from Missouri Workers' Compensation may be supplemented by payment (in whole hour increments) of paid time off (PTO) not to exceed 100% of the base rate of pay. All PTO hours used as a supplement shall be deducted from the employee's accumulated PTO.
- (b) An employee injured in an occupational accident and due supplemental PTO benefits as described in 3.04(1)(a), may prior to the first pay period following the injury, decline or reduce (in whole hour increments) the supplemental PTO benefits. This is the first of only two (2) opportunities to decline or reduce the supplemental PTO benefits for that injury. No PTO time shall be lost by not taking the benefit. Thereafter, should the employee be awarded Long Term Disability (LTD) benefits, the employee may, within five (5) calendar days, present a copy of such award letter to the COOPERATIVE and make an election at that time to decline or reduce (in whole hour increments) supplemental PTO benefits for that injury from that time forward (with no retroactive application or adjustment).
- (c) An employee who has been released by a doctor for limited or restricted duty on a temporary basis may be required to return to work when:
 - 1. The treating doctor has provided the work-related limitation of the employee and stated that returning to work on limited duty would not be detrimental to the employee's recovery for full duty; and
 - 2. Management determines there is meaningful work or training that will not be detrimental to the employee's recovery for full duty; and

3. The employee has not been determined by the treating doctor to have reached maximum medical improvement (MMI).

(2) An employee who is unable to perform the duties of his/her job with the COOPERATIVE because of a non-work-related illness or injury, may be eligible for light-duty work under the following conditions:

- (a) The employee has been released by a doctor for limited or restricted duty on a temporary basis, and:
 1. The treating doctor has provided the work-related limitation of the employee and stated that returning to work on limited duty would not be detrimental to the employee's recovery for full duty; and
 2. Management determines there is meaningful work or training that will not be detrimental to the employee's recovery for full duty; and
 3. The employee has not been determined by the treating doctor to have reached maximum medical improvement (MMI).
- (b) Management's determination as to whether there is meaningful work or training available is not subject to the grievance or arbitration procedures outlined in Article IV of this Agreement.
- (c) In assigning light-duty work, employees unable to perform the duties of their job because of a work-related injury shall receive priority to available work over employees unable to perform the duties of their job because of a non-work-related illness or injury.

Note: Should an employee who is on PTO because of being unable to perform the duties of his/her job with the COOPERATIVE because of a non-work-related illness or injury be awarded Long Term Disability (LTD) benefits, the employee may, within five (5) calendar days, present a copy of such award letter to the COOPERATIVE and make an election at that time to decline or reduce (in whole hour increments) PTO benefits for that illness or injury from that time forward (with no retroactive application or adjustment).

Sec. 3.05 Employment shall terminate and seniority shall be broken upon the occurrence of any one of the following events:

- (a) Resignation;
- (b) Retirement (except quasi-retirement);
- (c) Discharge for just cause;
- (d) Absence for three (3) consecutive workdays without notifying management and obtaining authorized leave, except when notice is prevented by the employee's incapacity or some other impossibility;
- (e) Failure to return to work from a layoff within fourteen (14) working days after being given personal notice of recall by Certified Mail (with signature for delivery by employee or household member, returned as refused, and returned as unclaimed all serving as valid notice by the COOPERATIVE);
- (f) Layoff for twelve (12) consecutive months; however, the employee shall not lose his/her seniority if it exceeds twelve (12) months unless the employee is laid off a continuous period equal to the seniority he/she had acquired at the time of layoff. In the event an employee with five (5) or more years of service is laid off in excess of five (5) continuous years, then the seniority of such employee shall terminate; and
- (g) Absence from work for illness or injury, regardless of whether work-related or not, and regardless of whether paid from any source, for the period computed by two (2) months for each completed year of service with the COOPERATIVE, up to a maximum total of sixty (60) months, measured from the time the employee first became unable to work. In the event that an employee returns to work from an absence caused by an illness or injury, and thereafter has additional absences because of the same illness or injury, the continuation period outlined above does not start over, but continues, unless the employee has returned to work for a period of twenty-six (26) weeks without time off related to the illness or injury.

3.06 The COOPERATIVE and the UNION, by mutual agreement, may suspend or may alter the provision 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 while serving in the United States Military Service.

ARTICLE IV

NEGOTIATION AND ARBITRATION

Sec. 4.01 The parties agree that the operation 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 both contracting parties recognize their obligations to furnish continuous electric service.

Sec. 4.02 Regardless of the provisions of Sec. 1.01, any employee or group of employees may present his, her, or their grievance and have said grievance settled by the COOPERATIVE, without the intervention of the UNION so long as the adjustment agreed upon is consistent with the terms of this Agreement, and a representative of the UNION has been given the opportunity to be present, at the time the adjustment is made. Should any employee or group of employees desire to have a representative of the UNION take up the employee's grievance with the COOPERATIVE rather than present the grievance himself or herself, the COOPERATIVE agrees to meet and deal with duly accredited officers and committees of the UNION in the following manner concerning grievances that may arise between the COOPERATIVE and the employee, under this Agreement.

Sec. 4.03 In case of any disagreement arising between the COOPERATIVE and any employee and/or employees under this Agreement, such disagreement shall be handled in the following manner:

Step 1. The Employee shall first attempt to settle the dispute with the employee's immediate supervisor and, if the dispute is not satisfactorily and mutually resolved between the Employee and the employee's immediate supervisor, or if the immediate supervisor does not answer or respond within two (2) working days after the matter is presented by the Employee to the employee's immediate supervisor, it shall proceed to Step 2.

Step 2. The Employee, Employees, or UNION shall then attempt to settle the dispute with the Management employee designated in advance for such purpose by the General Manager, and if the dispute is not satisfactorily and mutually resolved by the Employee, Employees, or UNION in that manner, or if the COOPERATIVE, by its designated managing employee does not answer or respond to Employee, Employees or UNION's complaint within two (2) working days after the matter is presented by the Employee, Employees or UNION as provided in this Step 2, then the matter shall proceed to Step 3.

Step 3. If the dispute is not settled satisfactorily and mutually at Step 1 or Step 2, then the Employee, Employees, or UNION shall, within ten (10) working days from the occurrence giving rise to the grievance or from obtaining knowledge of such occurrence, reduce the grievance to writing, setting forth a descriptive statement of the grievance, giving notice to the COOPERATIVE of what is being claimed, the date of dispute, the article and section of the Agreement alleged to have been violated, the relief sought, and sign and date the grievance, and file same with the Manager of the COOPERATIVE; and the Manager of the COOPERATIVE shall acknowledge receipt of the grievance and the date of the receipt of the grievance in writing upon a copy of the grievance which shall be retained by the UNION.

Step 4. The Manager of the COOPERATIVE or his/her designee and the Representative of the UNION shall thereupon meet and try to resolve the matter as soon as reasonably possible but in any event within ten (10) working days after the filing of the written grievance with the Manager of the COOPERATIVE. The Manager of the COOPERATIVE or his/her designee shall give an answer in writing to the UNION within three (3) working days after the meeting.

Sec. 4.04 If the matter in dispute is not satisfactorily resolved at Step 4 above, either party may request arbitration of the grievance in writing within thirty (30) calendar days following the answer in Step 4 above. The parties desiring arbitration shall give notice to the other and shall on or before the fifth (5th) calendar day following, request the Director of the Federal Mediation and Conciliation Service (FMCS), Washington, D.C. to send a list of seven (7) arbitrators from which the parties shall alternately strike names to determine the Arbitrator. Upon receipt of such a panel, either party may, within ten (10) calendar days after the receipt of said panel, reject one (1) such panel furnished, whereupon the party seeking arbitration shall immediately thereafter request the FMCS to furnish a subsequent additional panel of seven (7) names of qualified arbitrators. The Arbitrator shall have no power to add to, subtract from, change or modify any provision of the Agreement. The fees and expenses of the Arbitrator and other joint expenses in connection with the arbitration shall be divided equally between the COOPERATIVE and the UNION. Should either party desire to make a record of the arbitration hearing, the party desiring the record shall make arrangements for a court reporter, and shall bear the cost of the court reporter, including transcription. The other party may order a copy of the transcript from the court reporter if desired at their own expense. However, if a copy of the transcript is provided to the Arbitrator by one party, a copy shall also be provided free of charge to the other party.

Sec. 4.05. The time limits expressed in the foregoing grievance procedure may be extended only by mutual agreement of the parties.

ARTICLE V
CLASSIFICATIONS OF EMPLOYEES AND RATE OF PAY

Sec. 5.01 Classification Rates Of Pay Per Hour Effective As Of:

	9/1/2019	9/1/2020	9/1/2021	9/1/2022	9/1/2023	9/1/2024*
Line Foreman	40.60	41.82	43.07	44.36	45.69	47.06
Service Foreman	40.60	41.82	43.07	44.36	45.69	47.06
Serviceman	40.37	41.58	42.83	44.11	45.43	46.79
Lineman - Journeyman	38.51	39.67	40.86	42.09	43.35	44.65
Lineman - 4th Yr	32.97	33.96	34.98	36.03	37.11	38.22
Lineman - 3rd Yr	29.41	30.29	31.20	32.14	33.10	34.09
Lineman - 2nd Yr	28.69	29.55	30.44	31.35	32.29	33.26
Lineman - 1st Yr	26.83	27.63	28.46	29.31	30.19	31.10
Warehouse Clerk	29.78	30.67	31.59	32.54	33.52	34.53

*With lump sum payment of \$200 bonus, less applicable payroll taxes, to be paid to each employee covered by this Agreement during December 2024.

Sec. 5.02 Wages shall be paid each week on Friday, except when Friday is a holiday and then payday shall be on Thursday before - for all wages earned up to and through the preceding Saturday. Employees will be paid by electronic direct deposit, with pay stubs to be either delivered in paper each Friday or made available on Employee Self Serve. The direct deposit pay will be made to each employee's banking facility by 4:00 p.m. on pay day.

Sec. 5.03 In regard to filling a Warehouse Clerk position, the following shall apply:

1. For new hires, the starting wage rate and wage progression will be as follows:

Starting to first 1000 hours of work	80% of Full Rate
Second 1000 hours of work	85% of Full Rate
Third 1000 hours of work	90% of Full Rate
Fourth 1000 hours of work	95% of Full Rate
Over 4000 hours of work	Full Rate

[Hours of work includes only actual hours worked and does not include PTO hours or any other paid hours not worked.]

2. For current non-Lineman employees of the Cooperative who bid and receive the job, the employee will start at the second step (85%) of the progression outlined above.
3. For current Lineman employees of the Cooperative who bid and receive the job, the progression outlined above does not apply and the starting wage rate will be the full rate of pay.

Sec. 5.04 Should layoffs occur within the above listed classifications, the displaced workers shall have an opportunity to any meter reading work available.

Sec. 5.05 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 a form reasonably acceptable to the COOPERATIVE. This deduction shall be for UNION dues and forwarded by the COOPERATIVE to the financial secretary of IBEW 702 no later than the tenth of the following month. Quarterly, a one-time adjustment, as determined by the financial secretary of IBEW 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 702.

Sec. 5.06 The COOPERATIVE agrees to allow for voluntary payroll deductions for COPE to be forwarded to Local 702, IBEW, financial secretary monthly. The employee must sign and submit payroll deduction authorization and update it at the first of each calendar year.

ARTICLE VI

PAID TIME OFF

Sec. 6.01 All employees covered hereunder who have completed six (6) months of service with the COOPERATIVE shall be entitled to take Paid Time Off (PTO). PTO shall be accrued monthly, at the end of each month. An employee shall be allowed to carry over at year-end an amount not to exceed 1360 hours accrual. However, excess accrued PTO that exceeds 1360 hours as of the close of business on December 31 shall be converted to a dollar amount at the employee's current hourly rate of pay as of that December 31, and at the employee's choice: (1) be paid to the employee; (2) be contributed to the employee's 401-K account up to the amount allowed by law; (3) be contributed to the employee's HSA up to the amount allowed by law; (4) be contributed to the employee's Roth IRA up to the amount allowed by law; (5) be contributed to the NRECA Homestead Funds up to the amount allowed by law; or (6) any combination thereof. Such designation shall be made by each employee on or before the last working day of the last pay period ending in December. Upon retirement or separation, all accrued but unused PTO shall, at the employee's choice: (1) be paid to the employee at one hundred percent (100%) of the pay rate applicable on the date of retirement or separation; (2) be contributed to the employee's 401-K account up to the amount allowed by law; (3) be contributed to the employee's HSA up to the amount allowed by law; (4) be contributed to the employee's Roth IRA up to the amount allowed by law; (5) be contributed to the NRECA Homestead Funds up to the amount allowed by law; or (6) any combination thereof. All employees shall have a signed beneficiary form on file with the COOPERATIVE.

[Note: The parties hereby confirm the 1/28/2014 side agreement raising the PTO cap, as it affects certain employees in the Lineworkers' bargaining unit.]

Sec. 6.02 There shall be a maximum of three (3) employees of the same classification allowed off at the same time, except for PTO needed for emergencies. The request of additional employees of the same classification for the same time off may be allowed with the approval of management. From January 1st to March 1st of each calendar year, scheduling of scheduled PTO days for the year will be based on seniority. After March 1st, scheduling of scheduled PTO days for the year will be on a first-come, first-serve basis. In determining scheduled PTO days, the wishes of the employees will be respected, insofar as the needs of the COOPERATIVE will permit.

Sec. 6.03 PTO may be taken in one-half (1/2) hour increments, with a minimum of twenty-four (24) hours notice (emergencies excepted).

Sec. 6.04 The following PTO allowance formula is set forth with allowance changes on an employee hire anniversary:

LENGTH OF SERVICE	MONTHLY ACCRUAL
1st month thru 7th year	16.67 hrs
1st month 8th year thru 13th year	20.00 hrs
1st month 14th year thru 18th year	23.34 hrs
1st month 19th year and thereafter	26.67 hrs

[NOTE: New employees with prior electric cooperative work experience hired by the COOPERATIVE for work under this Agreement will receive service credit, for PTO accrual purposes only, for such prior work experience.]

Sec. 6.05 An employee who is absent for any reason shall not accrue PTO after one hundred (100) calendar days in which the employee performs no work.

ARTICLE VII

HOLIDAYS – JURY LEAVE – FUNERAL LEAVE

Sec. 7.01 The following will be recognized as holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and a floating holiday that can be used as a personal day to be taken on any day of the year. Any holiday falling on Saturday shall be celebrated on Friday and any holiday falling on Sunday shall be celebrated on Monday. Any employee who is absent for any reason shall not be eligible for holiday pay after one hundred (100) calendar days in which the employee performs no work.

Sec. 7.02 All employees covered herein shall receive eight (8) straight time hours pay for each of the eleven (11) full-day holidays listed in Section 7.01 or the day celebrated therefore, regardless of the day of the week on which they fall. There shall be no work performed on a holiday unless it is due to an emergency to protect life and property or maintain the COOPERATIVE's business. When one of the eleven (11) full-day holidays listed fall on a weekend, the holiday will be celebrated either on the preceding Friday or the following Monday.

Sec. 7.03 If an employee is required to serve on jury duty the COOPERATIVE will pay such employee his/her regular wages and the employee is required to return to work on any day when released by the jury authority on or before 2:00 p.m.

Sec. 7.04. Leave of absence with pay on the following basis will be allowed after six (6) months continuous employment when a death occurs in the immediate family of the employee:

Five (5) Work Days: spouse, son, daughter, mother, and father.

Three (3) Work Days: mother-in-law, father-in-law, brother, sister, grandchildren, and stepchildren living in the employee's home at the time of death.

One (1) Work Day: grandparents, great grandparents, stepchildren of current spouse not living in the employee's home at the time of death, brother-in-law, sister-in-law, and grandparent of spouse.

The allowed days shall be taken in complete days, in consecutive work days, and within ten (10) calendar days from the death of the relative. As for the day of notification of death, the day, if a workday, shall not count toward the day(s) allowed hereunder unless the employee directs the Cooperative to count such day, but the employee shall be entitled to leave work for the remainder of that workday, with PTO if available.

ARTICLE VIII

EMPLOYEE MEDICAL / DENTAL / VISION / LTD / LIFE INSURANCE

Sec. 8.01 During the life of this Agreement, the employees covered by this Agreement have elected to have group medical and prescription drug insurance through Line Construction Benefit Fund (LINECO), with the COOPERATIVE paying one hundred percent (100%) of the premiums for such insurance for the life of the Agreement, up to the following per employee monthly maximum caps for each calendar year:

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Monthly Cap	\$1,372.95	1,470.30	\$1,558.52	\$1,652.03	\$1,751.15	\$1,856.22	\$1,967.59

This monthly cap applies regardless of the type of coverage needed/selected, *i.e.*, employee only, employee and spouse, employee and children, or employee and family. Should the monthly premium for any employee exceed the monthly maximum caps outlined in this Agreement, the employee(s) will authorize payroll withholding by the COOPERATIVE for the balance of the payment.

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

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

Additionally, the COOPERATIVE shall continue to offer the Section 125 Cafeteria Plan currently in effect to be utilized by the employees with the COOPERATIVE paying the full administration cost of such Plan.

Sec. 8.02 The NRECA Long Term Disability Insurance plan currently in force shall continue with changes as determined by NRECA. The employee shall pay the full premium on this LTD plan.

Sec. 8.03 The NRECA Life Insurance Plan currently in force at four (4) times annual base salary, with double indemnity for accidental death, shall remain in force unless the plan is changed or canceled through no fault of the COOPERATIVE. The COOPERATIVE shall pay the full premiums on this Life Insurance Plan.

Sec. 8.04 Irrespective of termination from employment or loss of seniority pursuant to Article III, employees who are unable to perform the duties of their job with the COOPERATIVE because of an illness or injury (regardless whether work-related or not) are entitled to medical, prescription, dental, and vision insurance premiums to be paid by the COOPERATIVE (the same as if the employee was working) for a continued period as follows:

- (a) Two (2) calendar months for each completed year of service with the COOPERATIVE measured from the time the employee first became unable to work, up to a maximum total of sixty (60) months, or until normal retirement, whichever comes first.

- (b) The period listed above for continuation of insurance shall start the first day the employee becomes unable to perform the duties of his/her job with the COOPERATIVE because of the illness or injury, and shall start over with each separate illness or injury. In the event that an employee returns to work from an absence caused by an illness or injury, and thereafter has additional absences because of the same illness or injury, the continuation period outlined above does not start over, but continues, unless the employee has returned to work for a period of twenty-six (26) weeks without time off related to the illness or injury.

Sec. 8.05 Should any employee employed on or after January 1, 2015 become unable to work and thereby precluded from obtaining and/or continuing health insurance coverage under LINECO, the COOPERATIVE will, for the remaining period applicable to the employee under Section 8.04(a), pay up to the applicable insurance cap amount outlined in Section 8.01 directly to the insurance carrier selected by the employee for alternative insurance. Should the employee purchase alternative insurance which costs less than the applicable cap, the COOPERATIVE will pay to the insurance company the entire premium amount, and remit the remaining portion of the cap in a check to the employee each month, with said remaining amount subject to applicable payroll taxes.

ARTICLE IX
RETIREMENT BENEFITS

Sec. 9.01 The COOPERATIVE's normal retirement age shall be 62 years of age. Early retirement may be taken at any time from age 55 until the age of 62.

Sec. 9.02 Effective January 1, 2015, employees who have retired under previous collective bargaining agreements will no longer be entitled to purchase through the COOPERATIVE post-retirement medical insurance benefits for himself, herself, his/her spouse, and/or his/her dependents, in that LINECO does not allow employees who retired prior to January 1, 2015 to obtain coverage with the employees covered by this Agreement, and, since the employees covered by this Agreement are moving their health and prescription drug insurance from NRECA on January 1, 2015, NRECA will no longer have a plan for the Lineworkers' unit employees or retirees

Sec. 9.03 [Omitted.]

Sec. 9.04 The current NRECA defined benefit pension plan at the 2.0% level with normal retirement at 62 shall continue with the COOPERATIVE paying 100% of the premium.

Sec. 9.05 The NRECA SelectRE Pension Plan (401-K) shall be available with the COOPERATIVE making annual contributions to the Plan on behalf of each employee in the amount of five percent (5%) of the employee's base pay, to be paid on a weekly basis.

ARTICLE X

GENERAL RULES AND WORKING CONDITIONS

Sec. 10.01 The normal workweek shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday inclusive. Compensation is computed on the basis of actual clocked time paid to the closest one-tenth (1/10) hour. The normal workday shall consist of eight (8) hours from 7:30 a.m. to 4:00 p.m. with one-half (½) hour off for lunch, which may be any thirty (30) minute period between 11:00 a.m. and 1:00 p.m. Employees will bring their own lunches and will eat lunch at the job site. Personnel assigned to work together as a crew shall eat lunch at the same time. Furthermore, employees shall receive a work break of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon, not to coincide with the thirty (30) minute lunch period, to be taken at the job site.

Should an employee be required to work through the entire two (2)-hour lunch period window, and work their entire shift that day without taking lunch, they shall be compensated for the missed lunch with one-half (1/2) hour of overtime pay at the applicable hourly rate. However, for an employee to work through lunch, the employee must obtain advance approval from his/her supervisor.

Sec. 10.02 When an employee is required to work after 6:00 p.m. but before 7:00 a.m. the next morning, or anytime on Saturday, Sunday, or a holiday, and the work lasts two (2) hours or more, the employee shall be entitled to eat a meal on COOPERATIVE time, not to exceed one (1) hour. An additional meal period on COOPERATIVE time, not to exceed one (1) hour, shall be provided for continuous work which lasts five (5) hours after the first meal period. If the employee is finished with work and elects not to eat an earned meal on COOPERATIVE time, the employee will receive one (1) hour overtime pay.

Sec. 10.03 All employees covered by this Agreement shall receive full-time employment, provided they are ready and in condition to perform their work, but this shall not be construed to mean the COOPERATIVE shall not have the right to lay off regular employees covered by this Agreement due to curtailment of work.

Sec. 10.04 All time worked in excess of regular hours shall be paid the overtime rate of time and eight hundred twenty-five hundredths (1.825) (herein referenced in this Agreement as “the overtime rate”). Compensation shall be calculated on the basis of actual clocked time paid to the nearest one-tenth (1/10) hour. Overtime shall be divided equally as near as possible among the employees in classification. Employee's name and overtime hours paid shall be emailed to all employees covered by this Agreement on Wednesday of each week.

Sec. 10.05 Any employee, who is required by the COOPERATIVE to wait at the office of the COOPERATIVE, shall be considered to be in working status; however, mere presence of an employee, at any of the properties of the COOPERATIVE without a specific request or demand on the part of the COOPERATIVE, shall not be considered working time.

Sec. 10.06 Hours of work for the normal workday between 7:30 a.m. and 4:00 p.m. shall be paid at straight time pay. When an employee is called out to work between the hours of 4:00 p.m. and 7:30 a.m., the employee shall receive pay at the overtime rate for actual time worked. However, any time an employee is called out to work outside of his/her regular work hours, and completion of the call out work takes less than three (3) hours, the employee shall be paid for a minimum three (3) hours work at the overtime rate. If the three (3)-hour minimum takes an employee into his/her next workday (i.e., past 7:30 a.m.), the employee shall be paid at the higher rate for the portion of the three (3)-hour minimum which extends past 7:30 a.m.

Any schedule established for storm damage and restoration work shall supersede this call out provision and the normal work day established at Section 10.01.

Sec. 10.07 When employees are called for work on a day other than their regular scheduled workdays, the employees shall receive the overtime rate of pay for all hours worked. In the case of work performed on a holiday, said pay shall be in addition to the eight (8) straight time hours paid for the holiday provided in Section 7.01.

Sec. 10.08 [Omitted.]

Sec. 10.09 A Foreman in charge of any crew shall be required to do his/her regular work unless it would interfere with his/her properly looking after his/her work as Foreman and the safety of employees in his/her charge.

Sec. 10.10 Nothing in this Agreement shall be so construed as requiring the COOPERATIVE to employ any person not required in the proper and efficient operation of its properties.

Sec. 10.11 The COOPERATIVE shall furnish employees with all personal protective equipment (PPE) and protective gear required by OSHA for the protection of life and property in the performance of their duties, and the employees shall at all times use every effort to preserve PPE and gear and shall use them at all times when required. The COOPERATIVE and the employees shall at all times follow the safety rules set up and agreed upon by the parties themselves. Each Line Foreman, Service Foreman, Serviceman, and Lineman shall have a set of climbing tools on the truck with him/her whenever the employee is on duty.

Sec. 10.12 Employees covered by this Agreement shall be entitled to the necessary time off with pay for the purpose of voting at all State, County, City and National Elections, as provided by law.

Sec. 10.13 Employees shall not be required to use their personal cars for the COOPERATIVE's business, but may do so with supervisor approval, and will be reimbursed at the most current IRS standard mileage rate for business use of same.

All employees are required to have and maintain a personal cell phone, and provide said number to the Cooperative for use by the Cooperative (by call and/or text) to reach employees. The Cooperative will provide each employee a monthly stipend of Fifteen Dollars (\$15.00) per month for such usage. Personal cell phones and entertainment devices shall not be used for non-Cooperative business during working hours unless on break or lunch.

Sec. 10.14 Employees will not be required to work outdoors during heavy or continuous storms or during cold weather below twenty degrees (20°) Fahrenheit unless such work is necessary to protect life or property or to maintain service to the COOPERATIVE's consumers.

The temperature for Sikeston crews shall be an average of the temperatures announced by KSIM and KMPL radio stations in Sikeston. The Bloomfield crews determining temperature shall be as announced by KDEX radio station in Dexter. Consultation with the UNION steward shall be made to determine necessity of inclement weather work; however, the COOPERATIVE shall be the sole judge when work outside or inside by an employee is necessary.

The COOPERATIVE and the UNION mutually agree that monthly meter reading must be performed within a prescribed period of time, as determined by management, regardless of weather conditions. Management will, to the best of their ability, coordinate meter reading with the area weather forecast during this meter reading period.

Sec. 10.15 The UNION representative shall have the right to enter any property of the COOPERATIVE or job site where employees covered by this Agreement are working, following advance notification and approval of the General Manager or his/her designee.

Sec. 10.16 When an employee is temporarily assigned to a higher-rated classification, the employee shall receive the rate of pay of the classification for the time actually worked in that classification.

Sec. 10.17 Any employee who has worked for sixteen (16) hours or more during any twenty-four (24)-hour period beginning at 7:30 a.m. shall be released for an eight (8) hour rest period before the employee returns to work. Such release shall occur upon the employee's completion of the call taking the employee over sixteen (16) hours of work or as otherwise determined by management. If the eight (8) hour rest period extends into the employee's next regularly scheduled workday, straight time pay shall be allowed for the hours of regular working schedule not worked due to this rest period extending into the employee's next regular working schedule. Management shall determine when the employee is to report following the eight (8) hour rest period, but the employee shall not be recalled before completion of the rest period.

Employees required to work between the hours of 11:30 p.m. and 3:30 a.m. will be permitted an eight (8) hour rest period, excluding Saturdays, Sundays, and Holidays, provided that a minimum of three (3) consecutive hours working time (actual hours worked, not counting minimum call out time) has been incurred after 11:30 p.m. and started before 3:30 a.m. Such rest period release shall occur upon the employee's completion of the call which qualifies the employee for rest period under this provision, or as otherwise determined by management. If this eight (8) hour rest period extends into the employee's next regularly scheduled workday, straight time pay shall be allowed for the hours of regular working schedule not worked due to this rest period extending into the employee's next regular working schedule. Management shall determine when the employee is to report following the rest period, but the employee shall not be recalled before completion of the rest period. It is the employee's responsibility to notify appropriate dispatch that the employee is beginning his/her rest period.

Should any employee entitled to either of the rest periods outlined above not be released for the rest period, pay at double time shall be paid for all time worked from the time the rest period is earned until the employee is released for the rest period. If the work extends into the employee's next regularly scheduled workday, double time pay will replace the regular straight time rate for the hours worked into the regularly scheduled workday.

Sec. 10.18 The COOPERATIVE will replace all hand and body tools that become defective or worn out on the job. Tools that are rendered useless through abuse or negligence, lost or stolen shall not be replaced by the COOPERATIVE. The COOPERATIVE shall furnish work gloves to all employees covered by this Agreement. After obtaining the first pair of new gloves, it will be necessary for the employee to surrender to the COOPERATIVE old gloves of the same type in order to receive a new pair. The COOPERATIVE will not be required to replace gloves that are lost or stolen.

Sec. 10.19 The COOPERATIVE and the UNION agree to establish a safety program and rules for the purpose of governing safe practice. The COOPERATIVE will meet monthly with the employees at each of the two (2) locations to discuss safety and any issues raised. The COOPERATIVE will provide all training required by OSHA.

The COOPERATIVE may, in its discretion, consider annually a safety performance award.

Sec. 10.20 Employees hired before the effective date of this Agreement shall live within a geographic area, so as to arrive at his/her work location within forty-five (45) minutes of notifications, or such additional time as may be reasonably necessary in the event of extreme weather conditions. Employees hired on or after the effective date of this Agreement shall live within a geographic area, so as to arrive at his/her work location within thirty-five (35) minutes of notifications, or such additional time as may be reasonably necessary in the event of extreme weather conditions.

Sec. 10.21 Each employee covered under this Agreement shall provide his/her own work uniform clothing as outlined herein. For this purpose, each new employee will be provided an initial credit with a third-party vendor approved by the COOPERATIVE, in the amount of \$1,800.00, for purchase by the employee of flame resistant FR clothing, to include shirts, pants, and outerwear (not including FR rain gear which will be provided by the COOPERATIVE), in the color and styles of the employee's choosing out of the vendor's catalog. After the new hire allowance, each employee will thereafter be allowed an annual clothing allowance of \$1,100.00, payable by a credit with the vendor on each annual anniversary date of this Agreement. Any employee covered by this Agreement who is not required to wear FR clothing and chooses not to wear FR clothing will receive a reduced initial and annual credit with the same third-party vendor

in the amount of \$600.00, but once such employee elects to wear FR clothing, he/she must continue wearing FR clothing and cannot thereafter opt out. New hires who at the time of their first annual allowance have not completed twelve (12) months of employment will receive a pro-rated portion of the annual allowance based upon the number of full calendar months completed at the time of the first annual allowance. Up to fifty percent (50%) of each year's credit may be carried over to the next year by each employee if not used. All work clothing will be laundered by the employee at his/her own expense, and will be kept in a neat and presentable manner, without visible holes, tears, unauthorized printing, etc. All shirts shall be printed or embroidered with the COOPERATIVE logo on the left front, with the UNION logo on the right front. The COOPERATIVE and UNION logos shall be of the same size and appearance. Such work uniform clothing shall be worn by the employee at all times while working for the COOPERATIVE, including while working on call outs.

In addition to the above uniform credits, the COOPERATIVE will reimburse employees up to \$550.00 in the initial year and \$400.00 annually for the purchase of leather and rubber safety toe footwear (boots), payable by reimbursement upon the employee's presentation of a receipt of purchase. New hires who at the time of their first annual allowance have not completed twelve (12) months of employment will receive a pro-rated portion of the annual allowance based upon the number of full calendar months completed at the time of the first annual allowance. All such boots must be either steel or composite toed, EH rated, and may be purchased by the employee at his/her vendor of choice. Employees are expected to maintain their boots in good condition, and shall wear such boots at all times while working for the COOPERATIVE.

Sec. 10.22 The following list describes types of job tasks that can be performed by one or more workers. These lists are not all inclusive but illustrate types of tasks being performed.

A. One Journeyman without an 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. Maintenance service orders that can be done from the ground
5. Check readings on connects and disconnects
6. Visually trouble shoot
7. Close OCR handle with extendo sticks, re-fuse cut outs
8. Do underground conductor locates
9. Check meter reads, seal meters, or replace meters, including AMI (Automated Meter Information) meters and load control devices
10. Delinquent collection orders
11. Close vacuum and OCR switches belonging to SEMO COOPERATIVE in substation
12. Open padmount transformers to refuse, inspect, or check voltage
13. Operate airbrake switches belonging to SEMO COOPERATIVE

B. One Journeyman with an aerial device:

1. All functions in Section 10.22A plus:
2. Change lightning arrestors and cutouts out of gloving zone
3. Install or remove secondary service wire if in reach of hoist or pulling strap from bucket; if the span and/or size of wire is such that additional help is required, it shall be supplied
4. Reading from OCRs
5. Maintenance service orders
6. Outages dispatched during normal working day (7:30 a.m. to 4:00 p.m.; low man on overtime list is canvassed at or after 3:30 p.m.)
7. Install or remove security style light fixtures

C. One Journeyman and one 4th Step Apprentice:

1. All functions in Section 10.22A & B plus:
 2. Close vacuum and OCR switches in M & A substation
 3. Open padmount transformers to service, maintain, or connect and disconnect secondary conductors
 4. Operate M & A airbrake switches
 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 pole
 8. Climb poles
 9. Install/replace anchors
 10. String and install single phase conductors in de-energized area only
 11. Hang or remove meter loops and AMI load control loops
 12. Outages after normal working hours, during which, one journeyman, if waiting on the second employee to arrive at the work location, may perform the following functions:*
- a. Open and close knife-switches with long extendo stick
 - b. Check vacuum switches and check or replace batteries
 - c. Work connects, disconnects, and collars
 - d. Visually trouble shoot
 - e. Close reclosers, sectionalizers, refuse cutouts, and reset transformers with extendo stick
 - f. Work underground locates
 - g. Close vacuum reclosers in substation
 - h. Open padmount transformers to refuse or check voltage
 - i. Operate air-break switches belonging to SEMO

*The actions that can be performed under C12 with one Journeyman, while waiting on a second person during a callout, may be assigned at the COOPERATIVE's discretion during storm restoration work should the staffing conditions produce a single man that is qualified to do such work, providing that all employees have had the opportunity to respond to the work.

13. Load, haul, frame, set, and remove:
 - a. secondary poles; and
 - b. non-energized primary poles, up to and including 45 feet
14. Change padmount transformers up to and including 150 KVA 3 phase padmounts if primary is de-energized

D. Two journeyman and one 3rd Step Apprentice:

1. All functions in Section 10.22A, B & C plus:
2. Set or remove three phase poles in energized primary
3. Install or remove three phase padmount transformer of any size.

Sec. 10.23 The COOPERATIVE and UNION agree that the safe guarding of employees, the public, and property from injury or harm is in the common best interest of all parties affected by this article and will cooperate in promoting the realization of the responsibility of the individual employee and of supervisors with regard to the prevention of accidents. It is recognized that the COOPERATIVE ultimately has the exclusive responsibility to provide a safe and healthful workplace and conditions of employment. Nothing in this agreement will make the UNION liable to the COOPERATIVE, to any employees or to any other persons in the event that death, injury or illness occurs. No member of the Safety Committee, and no employee representative performing safety or health-related functions under this agreement, shall be liable to the COOPERATIVE, to any employees or to any other person for any act or failure to act in his or her capacity as a committee member or COOPERATIVE representative. It is further recognized that the UNION maintains certain participatory rights in matters of employee health and safety to the extent set forth in this article.

Sec. 10.24 The established safety rules as set forth in The Association of Missouri Electric Cooperative's Loss Control and Safety Manual, as amended, 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.

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.

All applicable state and federal laws and regulations shall be observed in the work place.

Sec. 10.25 The COOPERATIVE reserves the right to promulgate reasonable accident prevention rules for employees and to insist upon observance of such rules at all times. Violations of such rules are subject to discipline.

Sec. 10.26 RUBBER GLOVING

- (a) The employees (except for Apprentices covered by Section 11.03) Third Step and above, will be expected to work on all voltages up to and including 25KV energized lines with rubber gloves and sleeves.
- (b) While rubber glove work is performed on energized primary lines (2,400 volt to 14,400 volt), the recloser shall be set on non-reclose. The recloser shall have a hold tag placed on the device.
- (c) Rubber glove work on energized primary lines, 2,400 volt to 14,400 volt, will be performed from an insulated bucket with a 50KV bucket liner. Trucks will be tested every 12 months, unless the physical condition of the trucks indicates the need for earlier testing.
- (d) Training will be provided and must be completed before employees are qualified to perform rubber glove work on energized lines.

- (e) All rubber glove work on energized lines will require a three man crew, one of which can be a Third Step Apprentice, except only a two man crew is required for changing insulators and pins on single phase lines and the road and field phase on three phase lines, this work shall consist of two Journeymen only.
- (f) If in the judgment of the crew foreman, additional help is needed for safety results, the COOPERATIVE shall provide such help.

Sec. 10.27 Off-System Work

- A. When line workers are deployed out of the COOPERATIVE's service area to assist in storm or disaster response for restoration of other cooperative, municipal or investor-owned systems, it shall be understood that all hours worked shall be paid at the overtime rate.
- B. The COOPERATIVE will review the callout percentages of the most recently ended six (6) month period (either January 1 through June 30 or July 1 through December 31), and employees who have at least a thirty-five percent (35%) call out response rate will be the pool of employees from which employees will be offered off-system work in the order of greatest to least seniority. Use of the list does not start over for each deployment, but, rather, continues successively.
- C. The daily hours to be worked each day, and the duration of the assignment shall be determined by the Manager or his/her designee. The call out provisions of this Agreement shall not apply to Off System Work.
- D. When employees are contacted at home and agree to respond to Off System Work, but are requested not to report until the following morning, regardless of start time, it is understood that the minimum callout provision of this Agreement shall not apply. However, if the employees are requested to pack their suitcase for Off System Work, and then are not dispatched to such location, the Cooperative agrees to compensate the affected employees one (1) hour of normal straight time pay for the inconvenience of such.

Sec. 10.28 In an effort to improve response time, decrease outage time, and increase member satisfaction, the COOPERATIVE will allow the following classifications of employees to take their COOPERATIVE-assigned vehicle home:

1. Foreman & Serviceman – Light Material Handler Vehicle
2. Journeyman & Apprentice Lineman – Pickup Truck with Appropriate Equipment

Employees who achieve a callout percentage of thirty-five percent (35%) or greater during the most recently ended six (6) month period (either January 1 through June 30 or July 1 through December 31) shall be eligible to take COOPERATIVE-assigned vehicles home. Employees who do not achieve a callout percentage of at least thirty-five percent (35%) during such period shall not be eligible to take COOPERATIVE-assigned vehicles home.

The following guidelines will be used:

1. Employees are not forced to take a COOPERATIVE-assigned vehicle home.
2. Personal use of COOPERATIVE-assigned vehicles is prohibited.
3. Employees must park the vehicle in a safe and acceptable location.
4. Employees must allow access to the vehicle for other COOPERATIVE needs.
5. When an employee accepts an overtime call while off-duty, work time starts when the employee accepts the call, assuming the employee is at home or near Cooperative vehicle. Time stops when the employee signs off with the dispatcher. The employee should sign off with the dispatcher when the vehicle is parked at the residence.
6. Employees will be allowed, with notification given to and approval received from the employee's immediate supervisor, to "hand off" the COOPERATIVE-assigned vehicle to another eligible employee in the same classification group.

The COOPERATIVE reserves the right to suspend this Section at any time at its sole discretion, without said decision being subject to the grievance process.

Sec. 10.29 All employees covered by this Agreement, except Warehouse Clerks, are required to annually perform pole top rescue and bucket rescue training. This is a COOPERATIVE requirement and an OSHA Section 1910.269 requirement. Those unable to complete this training and perform the necessary pole top and bucket rescue will not be considered qualified as a lineman at the COOPERATIVE.

Sec. 10.30 All employees covered by this Agreement are required to obtain and maintain a Class A Commercial Driver's License (CDL) as a condition of employment, with the expense for maintaining the CDL to be reimbursed by the COOPERATIVE upon proof of expense.

New hires must have the required level of Commercial Driver's License (CDL) at the time of hire. Current employees who bid into a position covered by this Agreement must obtain the required level of CDL within ninety (90) calendar days of starting the position. The Cooperative agrees to pay the training expenses incurred by a current employee to obtain the CDL, such as a local driving school established for such purposes which meets all Federal and State requirements. Any such employees who fail to obtain the CDL within the ninety (90) calendar days will be referred back to their former classification.

Employees who have their CDL suspended, revoked, or not renewed, regardless of the reason, will be given six (6) months to get their CDL reinstated to be allowed to continue employment with the COOPERATIVE. During this six (6) month period, the employee will be placed on a non-paid, non-disciplinary suspension, unless the Cooperative determines that there is meaningful work at the Cooperative which the employee can perform on a temporary basis without a CDL license, and assigns such work to the employee. The Cooperative's determination as to whether there is meaningful work available is not subject to the grievance or arbitration procedures outlined in Article IV of this Agreement. The employee will be paid for all time spent performing such assigned meaningful work at the rate outlined in this Agreement applicable to work of that classification. Should there be no meaningful work available and assigned to the employee, he/she will be allowed to use accumulated PTO during this period should the employee desire. Any employee who is unable to regain his/her CDL within the aforementioned six (6) month period shall have their employment terminated at the end of that six (6) month period.

ARTICLE XI
APPRENTICE SYSTEM

Sec. 11.01 The COOPERATIVE may employ not more than one (1) Apprentice to each Journeyman in occupational groups where the service Apprentices are used.

Sec. 11.02 The COOPERATIVE and the Union agree that an appropriate apprenticeship program is necessary to develop the skills and ability to produce a competent, qualified Journeyman Lineman. The authorized apprentice tasks outlined in Section 11.03 shall serve as a rubric to guide the apprentice through their own personal development schedule, but shall in no way hinder the advancement of an apprentice from moving to the next step should the combined judgment of the fellow co-workers and supervision reach such conclusion.

Attendance at the I.B.E.W. Local 702 Apprenticeship School, held in West Frankfort, IL, shall be mandatory, with the employee being responsible for the cost of such. Classes at such school are normally held on the first or second Saturdays of the month (depending on which class year the apprentice is in), and are twenty-one (21) consecutive months in duration. An eighty percent (80%) score is required to pass all tests. Test scores shall be made available to the COOPERATIVE upon request to the Union. Upon completion of all classes and examinations, the apprentice will be awarded a Journeyman Lineman certificate from the Electrical Training Alliance, recognizing the apprentice has obtained the necessary knowledge and skill for such commendation.

Sec. 11.03 APPRENTICE WORK

First Step. First three hundred and twenty (320) hours: 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 eleven hundred and eighty (1180) hours: Apprentices may perform work on lines that are not energized.

*Second Step: *Next fifteen hundred (1500) hours:* Apprentices may perform work in company with a Journeyman on energized secondary circuits having a nominal voltage of not more than 480 volts.

*Third Step: *Next fifteen hundred (1500) hours:* Apprentices shall be able to work nominal voltages of 480 and below by themselves as a member of a crew of at least two (2) people. Furthermore, they shall be allowed to work on nominal voltages over 480 volts, but less than 15kv, as long as a Journeyman is in the same gain.

*Fourth Step: *Next fifteen hundred (1500) hours:* Apprentices may perform work assisting a Journeyman on all classes of work, nominal voltages up to and including 25kv, as long as a Journeyman Lineman is in the same gain. Additionally, Fourth Step Apprentices shall be eligible to work outages with a Journeyman Lineman.

*Apprentice Linemen must satisfactorily pass all applicable examinations given at the IBEW Local 702 school in order to advance to the next identified step.

ARTICLE XII

Sec. 12.01 The whole of the Agreement between the UNION and the COOPERATIVE is contained in this instrument hereto and incorporated herein by reference, and there are no other understandings, agreements, or representations not expressed herein.

Sec. 12.02 Wherever in this Agreement action is to be taken, decision made, or approval given by the COOPERATIVE, this shall mean only the Manager or the Board of Directors of the COOPERATIVE and no other person or body, unless specifically so stated in this Agreement to be otherwise.

Sec. 12.03 In consideration of the UNION'S execution of the Agreement, 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 notifying the successor of the COOPERATIVE'S obligations under this Agreement. Immediately upon the conclusion of such sale, conveyance, assignment or transfer of its operations, the COOPERATIVE shall notify the UNION of the transaction. Such notification shall be certified by mail to the Business Manager of the Local UNION, and shall be accompanied by documentation that the successor notification obligation has been satisfied. The COOPERATIVE will not sell the business to anyone unless the buyer agrees, in writing, to be bound to the provisions of this collective bargaining agreement for the remainder of the term of the agreement.

Sec. 12.04 THIS AGREEMENT SHALL be binding upon the COOPERATIVE, its successors or assigns and shall take effect as of September 1, 2019, and shall remain in full force and effect until and including August 31, 2025, 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.

SEMO ELECTRIC COOPERATIVE

LOCAL UNION 702, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

BY: Richard Faulkner
President

BY: Steve Hughart
Steve Hughart, Business Manager

BY: Jim Carrozz
Secretary

Date 9-23-19

Date _____

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

9/27/2019

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

BY: Mark Baker
Mark Baker, Business Representative

Date 9-20-2019