

# **A G R E E M E N T**

**Made and Entered Into  
By and Between**



**SEMO ELECTRIC COOPERATIVE**

**and**



**LOCAL UNION NO. 702**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS (AFL-CIO)**

**Clerical Workers' Unit**

**December 4, 2019 - October 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.

## **ARTICLE I**

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

Sec. 1.01 The COOPERATIVE recognizes the UNION 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 full-time and regular part-time field engineers, customer service representatives, dispatchers, accountants, accounting clerks, cashiers, computer operators, bookkeepers, secretaries, mechanics and clerical employees employed at the COOPERATIVE'S Sikeston and Bloomfield, Missouri offices, EXCLUDING all executive secretaries, administrative assistants, confidential employees, guards, and supervisors as defined in the Act and all other employees.

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 sixtieth (60<sup>th</sup>) 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.

Sec. 1.04 It is understood and mutually agreed that no member of the UNION shall be discriminated against or denied employment because of his/her 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 presidential regulations, such provisions shall be deemed to be modified sufficiently in respect to either or both parties to the extent necessary to comply with such laws or regulations and the remaining portion of this Agreement shall remain in full force and effect.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

Sec. 2.01 The COOPERATIVE shall retain the right to manage its business, including but not limited to the right to determine the length of the workday and the workweek and when overtime shall be worked; to determine the starting and quitting time and the number of hours and shifts to be worked; to hire, promote, demote and transfer employees; to assign work, to discipline, reprimand, suspend or discharge employees; to lay off and recall employees; to determine the qualifications, efficiency, and ability of employees through tests or other means; to determine the work load and work performance level and make or change the reasonable rules, regulations and practices; to close down or move the business or any part thereof or curtail operations; to establish new departments; to discontinue existing departments, operation or business, in whole or in part, and to sell or dispose of all or any part of its assets; to control and regulate the use of machinery, equipment and other property of the COOPERATIVE; to determine the number of employees in each classification; to introduce new or improved production methods or equipment; to subcontract, transfer or relocate work as the COOPERATIVE deems necessary or desirable; to determine the number and location of operations and the services and products to be handled, and otherwise, generally to manage the operation and direct the working force. The above rights are not all-inclusive but enumerate by way of illustration the type of rights which belong to the COOPERATIVE. The COOPERATIVE retains all other rights, power and authority, except those which have been specifically abridged, delegated or modified by 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 his/her seniority has been broken and he/she is re-employed, then and in that event his/her 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 his/her most recent loss of seniority hereunder. The foregoing shall not alter or affect seniority rights such as vacations, paid leave, 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. Bumping by seniority shall be allowed. For the purpose of this Section, occupational groups shall be as follows:

Group 1 – Sr. Accountant  
Accountant

Group 2 – Billing Coordinator  
Member Services Representative  
Dispatcher  
Planning & Mapping Coordinator  
Bookkeeper

Group 3 – Staker I  
Staker II  
Systems Technician

Group 4 – Mechanic

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 his/her future promotions.
- B. An employee promoted to a new position will be given ninety (90) calendar days to demonstrate his/her qualifications and ability. If he/she does not qualify, 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.

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 he/she 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 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, he/she shall not lose his/her seniority if it exceeds twelve (12) months unless he/she 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; or
- (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 equal to the employee's completed calendar months of service with the COOPERATIVE, up to a maximum total of thirty-six (36) 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.

Sec. 3.06 The COOPERATIVE and the UNION, by mutual agreement, may suspend or may alter the provisions of this Article, in case of mutual desire to provide employment for an employee who has been partially disabled while in the employ of the COOPERATIVE on or off duty or while on authorized leave while serving in the United States Military Service.

Sec. 3.07 As long as the COOPERATIVE is covered by the Family and Medical Leave Act (FMLA), the parties agree to attach a copy of the Department of Labor's recommended FMLA Poster to this Agreement to serve as additional Notice of the FMLA to all employees covered by this Agreement.

## **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 is 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 his/her grievance with the COOPERATIVE rather than present the grievance him/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 General Manager of the COOPERATIVE; and the General 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 General 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 General Manager of the COOPERATIVE. The General 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 (5<sup>th</sup>) 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 rejecting the panel 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 RATES OF PAY

Sec. 5.01 Wages								
Year of the contract	Current	12/2/2019	11/1/2020	11/1/2021	11/1/2022	11/2/2023	12-2024	
% increase		2.5%	2.5%	2.5%	2.5%	2.5%		
Lump sum*								6.0%
Sr. Accountant	\$31.92	\$32.72	\$33.54	\$34.38	\$35.24	\$36.12	\$4,507.78	
Accountant	\$28.92	\$29.64	\$30.38	\$31.14	\$31.92	\$32.72	\$4,083.46	
Bookkeeper	\$25.60	\$26.24	\$26.90	\$27.57	\$28.26	\$28.97	\$3,615.46	
Billing Coordinator	\$28.92	\$29.64	\$30.38	\$31.14	\$31.92	\$32.72	\$4,083.46	
Member Services Representative	\$23.60	\$24.19	\$24.79	\$25.41	\$26.05	\$26.70	\$3,332.16	
Dispatcher	\$25.60	\$26.24	\$26.90	\$27.57	\$28.26	\$28.97	\$3,615.46	
Planning & Mapping Coordinator	\$25.60	\$26.24	\$26.90	\$27.57	\$28.26	\$28.97	\$3,615.46	
Staker 1	\$28.92	\$29.64	\$30.38	\$31.14	\$31.92	\$32.72	\$4,083.46	
Staker 2	\$30.92	\$31.69	\$32.48	\$33.29	\$34.12	\$34.97	\$4,364.26	
Systems Technician	\$28.92	\$29.64	\$30.38	\$31.14	\$31.92	\$32.72	\$4,083.46	
Mechanic	\$36.06	\$36.96	\$37.88	\$38.83	\$39.80	\$40.80	\$5,091.84	

This lump sum on base wages, less applicable payroll taxes, will be paid to each employee during the month of December 2024.

\*With lump sum payment of \$200 bonus, less applicable payroll taxes, to be paid to each employee covered by this Agreement during December 2024, in appreciation for adding the 6<sup>th</sup> year to this Agreement.

## CLASSIFICATION CLARIFICATIONS

### Bookkeeper

(Must have completed and passed Principles of Accounting I & II)

### Accountant

(Must have qualifications of Bookkeeper position, must have a four-year business degree, and must have a general understanding of accounting theory, as determined by the Cooperative)

### Sr. Accountant

(Must have qualifications for Accountant Position. must have an accounting degree, and must have demonstrated proficiency in the Accountant position for the Cooperative for at least twelve (12) months. In addition, the Cooperative will determine the number of Sr. Accountant positions at any given time based upon the needs of the Cooperative)

### Staker 2

(Must have a two-year technical degree, and proficient at mapping and single and three phase staking, planning, and project management)

Sec. 5.02 For new hires of the Cooperative, the minimum starting wage rate and wage progression will be as follows:

0 to 1000 hours of work	75% of Full Rate
1001 to 2000 hours of work	80% of Full Rate
2001 to 3000 hours of work	85% of Full Rate
3001 to 4000 hours of work	90% of Full Rate
4001 to 5000 hours of work	95% of Full Rate
Over 5000 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.]

For current employees of the Cooperative who bid and receive a new job with a higher rate of pay, the employee will start at the third step (85%) of the progression outlined above or their existing wage rate before the change to the new job, whichever is greater.

Sec. 5.03 Employees may be temporarily assigned to a higher paid position at the discretion of management. Employees temporarily assigned and actually performing the duties of a higher paid position will be paid the higher rate of pay for all time worked during the temporary assignment. Management has sole authority for determining when and if work is assigned.

Sec. 5.04 The COOPERATIVE shall determine the number of job positions and skill levels required for such positions.

Sec. 5.05 [Omitted].

Sec. 5.06 Employees represented by this Agreement shall be allowed to place bids on openings represented by the Lineworker's contract during the same bidding process. The clerical worker's bids shall only be considered if there are no qualified Lineworkers who bid for the job in issue.

Likewise, Lineworkers of the COOPERATIVE shall be allowed to place bids on openings covered by this Agreement during the same bidding process. However, the Lineworker's bids shall only be considered if there are no qualified clerical employees who bid for the job in issue.

When considering bids for open positions, the COOPERATIVE retains the right to determine the qualifications for the job in issue, and if any applicant is qualified for the job. Promotions shall be based on seniority in the Unit, ability, and qualifications; ability and qualifications being equal, seniority in the Unit shall prevail.

**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 Clerical Workers bargaining unit.]

Sec. 6.02 In determining scheduled PTO, the wishes of the employees will be respected, as to the time of taking his/her scheduled PTO, insofar as the needs of the service will permit. All scheduled PTO except as noted in this section shall be scheduled seven (7) days in advance.

Sec. 6.03 Scheduled PTO may be taken in one-half (1/2) hour increments. Employees are not allowed to “make-up” time before 8:00 a.m., during lunch, or after 5:00 p.m., to avoid using PTO.

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

<u>LENGTH OF SERVICE</u>	<u>MONTHLY ACCRUAL</u>
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

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

## **ARTICLE VII**

### **FUNERAL LEAVE – HOLIDAYS - JURY LEAVE**

Sec. 7.01 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.

Sec. 7.02 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 he/she performs no work.

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.

## **ARTICLE VIII**

### **EMPLOYEE MEDICAL/LIFE/LTD/EYE/DENTAL INSURANCE**

Sec. 8.01 A Preferred Provider Organization (PPO) major medical and drug prescription insurance plan, as provided by NRECA, will be continued and maintained in full force and effect during the term of this Agreement unless the plan is changed or cancelled through no fault of the COOPERATIVE. No changes to the plan will be made by the parties (as opposed to NRECA) unless mutually agreed to by the parties. Dental and vision insurance plans also provided by NRECA will be available to employees, spouses, and dependents. The COOPERATIVE agrees to pay the premium cost of these plans covering eligible employees and their dependents in the bargaining unit up to the total premium amount of \$1,700.00 per month.

Furthermore, the COOPERATIVE and the UNION agree that the bargaining unit, by majority decision, shall be allowed to move their group coverage (as an entire group) to the Line Construction Benefit Fund (LINECO) during the term of this Agreement. Such move shall require notice by the UNION to the COOPERATIVE no later than November 1<sup>st</sup> of any calendar year for an effective date of January 1 of the next calendar year. As an incentive to encourage the bargaining unit to move insurance coverage from NRECA to LINECO, the COOPERATIVE will pay a one-time lump sum bonus to each employee of the bargaining unit on the first payroll period occurring on or after December 1 (in the year the notification of change is provided before November 1) in the following gross amount (depending upon the year of change):

Change Year	<u>2020</u>	<u>2021</u>	<u>2022</u>
Gross Amount	\$1,700	\$1,100	\$500

Should the group move to LINECO, the following shall apply:

- Beginning on January 1 of the effective date of change, and continuing during the life of this Agreement, the employees covered by this Agreement have elected to have group medical and prescription drug insurance through 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>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Monthly Cap	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.
- Furthermore, should this bargaining unit choose to opt out of the NRECA coverage and switch to the LINECO Plan, the employees shall remain with the LINECO Plan for the remainder of this Agreement.
- 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) The period equal to the employee's completed calendar months of service with the COOPERATIVE, up to a maximum of thirty-six (36) calendar months, measured from the time the employee first became unable to work, 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.

## **ARTICLE IX**

### **RETIREMENT**

Sec. 9.01 The COOPERATIVE'S normal retirement age shall be sixty-two (62) years of age. Early retirement may be taken at any time from age fifty-five (55) until the age of sixty-two (62).

Sec. 9.02 The current defined benefits pension plan at the two percent (2%) level with normal retirement at sixty-two (62) shall continue with the COOPERATIVE paying one hundred percent (100%) of the premium.

Sec. 9.03 For those employees who retired before the effective date of this Agreement, the COOPERATIVE will continue during the term of this Agreement to make contributions towards the retired employee's medical, prescription, dental, and vision insurance (under the plan applicable to current employees under this Agreement, and as it may be subsequently amended), at the same level as applicable to that employee in the collective bargaining agreement in effect on the date the employee retired. For example, if an employee retired under a collective bargaining agreement which provided that retirees were entitled to full payment for the employee's insurance, such would be continued by the COOPERATIVE as to the PPO under this Agreement.

Sec. 9.04 All employees covered by this Agreement, whether currently employed or hired on or after the effective date of this Agreement, shall, upon retirement, be entitled to purchase through the COOPERATIVE post-retirement medical, prescription, dental, and vision insurance benefits for him/herself, his/her spouse, and/or his/her dependents under the COOPERATIVE'S then-current plan applicable to employees covered by this Agreement, but shall be responsible for paying the full premiums for all such insurance benefits.

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. The normal workday of each employee shall consist of eight (8) hours, between 7:00 a.m. and 5:30 p.m., with either an hour or half-hour unpaid lunch, to be scheduled by the immediate supervisor to meet the operational needs of the COOPERATIVE. When establishing or revising the master schedule for each Classification, the immediate supervisor will allow each employee in the Classification (at each respective location) to express his/her preference for work schedule and length of lunch, and the supervisor will consider the seniority of each employee in the Classification (at each respective location), as referenced in Article V, Section 5.01, from greatest to least seniority, to fill the available shifts. The COOPERATIVE reserves the right to suspend the alternative work schedule portion of this Section (and return each employee to his/her regular work schedule as of the effective date of this Agreement) at any time (upon one (1) calendar week notice) at its sole discretion, without said decision being subject to the grievance process.

Sec. 10.02 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. 10.03 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. 10.04 All employees covered herein shall receive eight (8) straight time hours pay for each of the eleven (11) full day holidays listed in Section 7.02 or the day celebrated therefor, 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. 10.05 When employees are called for work on Sunday or holidays, they shall receive overtime pay in accordance with the overtime provisions set forth in this Article X.

Sec. 10.06 Nothing in this Agreement shall be so construed as requiring the COOPERATIVE to employ any person not required for the proper and efficient operation of its properties.

Sec. 10.07 The COOPERATIVE shall furnish employees with the proper safety appliances for the protection of life and property in the performance of their duties, and employees shall at all times use every effort to preserve safety appliances and shall use them at all times when necessary. The COOPERATIVE and the employees shall at all times follow the safety rules set up and agreed upon by the parties themselves.

Sec. 10.08 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. 10.09 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. 10.10 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. 10.11 An employee who has worked for sixteen (16) continuous hours shall be allowed an eight (8) hour rest period before he/she returns to work. If the rest period extends into his/her regularly scheduled workday, pay shall be allowed for the hours of regular working schedules not worked due to this rest period extending into his/her next regular working schedule. For the purpose of administering the overtime period and rest period, the work period shall be considered continuous unless interrupted by a continuous four (4)-hour period. All work performed in excess of sixteen (16) continuous hours shall be paid for at two (2) times the base rate of pay for all hours worked.

Sec. 10.12 The COOPERATIVE shall have the right to test employees to determine their skill in job placement. This testing can be written, verbal or by observation on the job. Qualifications as described in COOPERATIVE position descriptions shall be the basis for skill testing. All testing shall be video and audio recorded by the COOPERATIVE to ensure the integrity of the testing.

Training required by the COOPERATIVE is mandatory and failure to attend, successfully complete or implement can result in disciplinary action.

Sec. 10.13 Supervisory or non-bargaining unit personnel shall not perform work normally done by members of the bargaining unit, unless it is performed solely for the purpose to ensure the proper performance of work or for instructional purposes, only for employees under their immediate supervision.

Sec. 10.14 All employees covered by this Agreement shall keep the COOPERATIVE informed at all times of their current address, living quarters and telephone number so that they may be reached promptly in the event of an emergency requiring their services.

Sec. 10.15 An employee who is unable, for any reason, to report to work shall be expected to notify his/her supervisor where practicable, in sufficient time to permit the supervisor to make arrangements for a substitute.

Sec. 10.16 When an employee covered by this Agreement is required to work in the field continuously from 6:30 a.m. to 8:00 a.m., continuously from 11:00 a.m. to 1:30 p.m., or continuously from 5:00 p.m. to 6:30 p.m., the employee shall be entitled to a meal period not to exceed one (1) hour. 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 of overtime pay.

When an employee is required by the COOPERATIVE to attend training seminars or meetings out of town (*i.e.*, out of the service area), the COOPERATIVE will pay for travel expenses as outlined in the COOPERATIVE's Employee Travel Policy (which is based upon the U.S. General Services Administration (GSA) Meals and Incidental Expenses rate).

Sec. 10.17 Employees called to work before scheduled working hours or returning after hours shall be paid a minimum of three (3) hours' pay. Holidays, Saturdays and Sundays shall be a minimum of three (3) hours' pay. Employees required to work between the hours of 11:30 p.m. and 3:30 a.m. will be permitted a rest period, excluding Saturdays and Sundays, without loss of pay equivalent to all hours worked, provided that a minimum of three (3) hours working time has been incurred. The employee then must work a minimum of three (3) hours after 11:30 p.m. to be entitled to the rest period the following day for the hours incurred after 11:30 p.m. If the outage(s) continues into the regularly scheduled work day (8:00 a.m.), the employee and/or employees involved will be paid their regular rate of pay plus one (1) time their regular rate of pay.

Sec. 10.18 All time worked in excess of regular hours Monday through Friday, including work on Saturday, Sunday, and Holidays, shall be paid the overtime rate of time and eight hundred twenty-five thousandths (1.825) (herein referenced in this Agreement as “the overtime rate”).

Sec. 10.19 Employees are entitled to a morning and afternoon rest break of fifteen (15) minutes each. These rest breaks shall be scheduled to ensure that customer service is not interrupted.

Sec. 10.20 During the term of this Agreement, the COOPERATIVE will deduct from the wages owed to each employee, who has duly executed a written assignment of wages for union dues on the payday of each calendar week, or the next subsequent payday if no wages are due that week, as designated by the UNION. Such amount shall be remitted to the UNION monthly. Overtime dues will be deducted the first pay period after each quarter and remitted to the UNION.

Sec. 10.21 The COOPERATIVE will provide and pay for the Mechanic’s required uniforms, to include laundry service. Beginning January 1, 2020, all employees other than the Mechanic will be provided Two Hundred Dollars (\$200.00) each calendar year of this Agreement to purchase shirts, tops, sweaters, cardigans, or jackets (hereinafter “upperwear”), with the COOPERATIVE to pay to have the COOPERATIVE logo embroidered on the upperwear. The money will be paid to each employee by direct deposit as a reimbursement upon the employee’s presentation of receipts, or the employee may request use of a Company credit card. The full amount does not have to be spent all at once, but cannot be carried over from year to year. Wearing of such upperwear is optional, but if worn, must be worn in a neat, clean, and professional condition. The employees are responsible for their own laundry of such upperwear. Should FR clothing become required by OSHA for any job classification covered by this Agreement, the COOPERATIVE will provide said clothing in the same manner as it does for Journeyman Lineman of the Cooperative.

Each new hire will at the time of hire receive an initial allowance of Three Hundred dollars (\$300.00) to purchase upperwear, with the COOPERATIVE to pay to have the COOPERATIVE logo embroidered on the upperwear. Thereafter, 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.

In addition to the above uniform allowance, the COOPERATIVE will reimburse those employees covered by this Agreement who work outdoors for the following:

1. Two Hundred Dollars (\$200.00) annually for the purchase of coveralls and a coat, payable by reimbursement upon the employee's presentation of a receipt of purchase, or the employee may request use of a Company credit card;
2. Two Hundred Dollars (\$200.00) annually for the purchase of a pair of leather safety toe footwear (boots), payable by reimbursement upon the employee's presentation of a receipt of purchase, or the employee may request use of a Company's credit card. 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; and
3. Each new hire will at the time of hire receive the initial allowance for both outer wear and boots as outlined in this paragraph. Thereafter, 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.

Sec. 10.22 In the event of hazardous road conditions making it difficult or dangerous to report to work, an employee has the option to take lost time within the employee's reasonable discretion.

Sec. 10.23 The COOPERATIVE agrees to allow for voluntary payroll deductions for COPE to be forwarded to the UNION financial secretary monthly. The employee must sign and submit payroll deduction authorization and update it at the first of each calendar year.

Sec. 10.24 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. 10.25 When needing employees for overtime opportunities/assignments, the COOPERATIVE shall use the following procedure:

1. Normal Callouts

For callouts that occur outside of the normal working hours addressing outage situations, the COOPERATIVE shall contact the Classification of employees needed on the basis of highest to lowest seniority. If additional assistance is needed, the COOPERATIVE will contact the remaining Classifications of employees as needed on the basis of highest to lowest seniority. Once an outage lasts more than thirty-six (36) hours, employees will be offered preference for shift schedule in order of greatest to least overall seniority for the remainder of that outage situation.

2. Overtime specific to office location

For overtime attached to the normal workday (either before normal starting time or after normal quitting time), the COOPERATIVE shall contact employees at the particular location within the Classification needed, on the basis of highest to lowest seniority.

3. For scheduled overtime of a general nature, such as special events or mutual aid situations, the COOPERATIVE will contact employees on the basis of highest to lowest seniority for such occurrences, provided that the employee is qualified and capable of performing such required task(s).

Sec. 10.26 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.

## **ARTICLE XI**

Sec. 11.01 The whole of the Agreement between the UNION and the COOPERATIVE is contained in this instrument and there are no understandings, agreements, or representations not expressed herein.

Sec. 11.02 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. 11.03 It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws. Should any part of this Agreement be declared in conflict with any applicable law, judicial decision, rule or regulation, such part shall be null and void, but the rest and remainder of this Agreement shall not be affected and shall remain in full force and effect.

Sec. 11.04 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 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 Agreement for the remainder of the term of the Agreement.

Sec. 11.05 This Agreement shall be binding upon the COOPERATIVE, its successors or assigns and shall take effect as of December 4, 2019, and shall remain in full force and effect until and including October 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**

By: Richard Faulkner  
President

By: Jim Coppoge  
Secretary

Date 12/5/19

**Local Union 702**

**International Brotherhood of Electrical Workers**

By: Steve Hughart  
Steve Hughart, Business Manager

By: Mark Baker  
Mark Baker, Business Representative

Date 12/13/2019



# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

## REQUESTING LEAVE

## EMPLOYER RESPONSIBILITIES

## ENFORCEMENT

For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division

