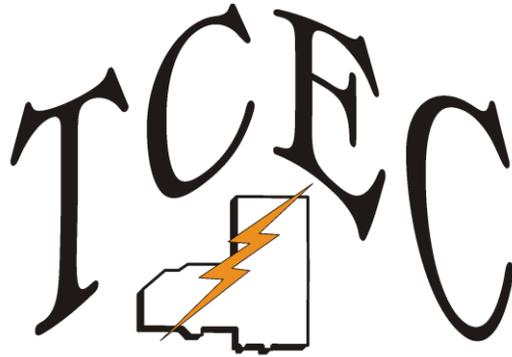


AGREEMENT

Made and entered into
by and between



**Tri-County Electric
Cooperative, Inc.**

Your Touchstone Energy® Partner 

Mount Vernon, Illinois

And



Local Union No.702

International Brotherhood of Electrical Workers AFL-CIO

July 1, 2019 through June 30, 2024

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THIS AGREEMENT, made and entered into this 1st day of July 2019, by and between the TRI-COUNTY ELECTRIC COOPERATIVE, INC., a party of the first part, who may be referred to hereinafter as the "COOPERATIVE," and LOCAL UNION NO. 702 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, party of the second part, who may be referred to hereinafter as the "LOCAL UNION."

THIS AGREEMENT, shall be binding upon the Cooperative, its successors or assigns, and shall take effect July 1, 2019, and shall remain in full force and effect until and including June 30, 2024, and shall continue in full force and effect from year to year thereafter until it has been cancelled 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.

Should Tri-County Electric Cooperative sell, assign or otherwise transfer its operation to another entity, then this Collective Bargaining Agreement shall be binding upon the successor entity to the extent required by Federal Law and the rules and regulations promulgated under the National Labor Relations Act. In addition, Tri-County Electric Cooperative will notify the union of the transaction prior to its effective date and will meet with the Union at reasonable times and locations to discuss the effect of the transaction upon the members of the bargaining unit.

ARTICLE I

Section 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 employees covered by this Agreement.

Section 1.02 This Agreement shall have effect only on the property of the Cooperative and shall govern all work performed thereon by the cooperative employees coming under the jurisdiction of the Local Union.

Section 1.03 In the event that the Cooperative desires to contract construction work, it is mutually agreed between the parties that such work shall be contracted, provided the contractor shall follow usually accepted union rules and practices regarding such work.

Section 1.04 All present and new employees, also former employees returning to work shall be required to become and remain members of the Local Union as the condition of employment hereunder on the thirtieth day after beginning or returning to employment under the terms of this Agreement.

Section 1.05 The Cooperative shall give the Local Union forty-eight (48) hours notice of opportunities for employment under this Agreement, but this shall not preclude the Cooperative from at the same time receiving application for the employment in question. The Cooperative also agrees to refer any employee to the representative of the Local Union for instructions and advice as to Local Union shop requirements of this Agreement. When requested by the Cooperative the Local Union shall make reasonable efforts to furnish the Cooperative with workmen needed within said classification to carry on its work without delay.

Section 1.06 It is understood and agreed that no member of the Local Union shall be discriminated against or denied employment because of his activities in matters affecting the Brotherhood unless such activities result in destruction or attempted destruction of the Cooperative's property.

Section 1.07 In the event that any of the provisions of this Agreement shall conflict with any state or Federal Law or presidential regulation, 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

Seniority

Section 2.01 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 unless his seniority has been broken as hereinafter Section 2.03 provided. If his seniority has been broken and he is re-employed, then and in that event his seniority after having been re-employed, for a period of six (6) months within a period of twelve (12) consecutive months, shall begin on the first day of re-employment after his most recent loss of seniority hereunder.

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

Section 2.02 When making reduction in the number of employees due to lack of work, and when rehiring the following procedure shall govern:

- (a) Employees who have not established seniority with the Cooperative shall be laid off first.
- (b) Thereafter, employees shall be laid off in the inverse order to their established seniority; provided, however, that no Apprentice with less than two (2) years employment as such shall have preference in layoffs over Journeymen in the same classification who have established seniority under this Agreement.
- (c) The foregoing provisions of (a) and (b) need not apply when the applications thereof would result in the Cooperative being required to layoff employees possessed of skill essential to properly perform the work available at the time of the layoff not possessed by employees having greater seniority.
- (d) When adding employees, those having established seniority most recently laid off on account of curtailment of work shall be the first among those holding seniority to be re-employed, if available, and physically able to return to work, providing they have the qualifications required.

Section 2.03 Seniority shall be deemed to have been broken for the following reasons:

- (a) if the employee resigns,
- (b) if the employee is discharged and not reinstated,
- (c) if the employee is absent from work without authorized leave except when satisfactory reason for his absence are given,
- (d) if an employee who has been laid off fails to return to work within three (3) days after being properly notified to report to work and does not give a satisfactory reason for failing to report,
- (e) if an employee is laid off for twenty-four (24) consecutive months, he shall, however, not lose his seniority if it exceeds the twenty-four (24) months unless he is laid off for a continuous period equal to the seniority he had acquired under section 2.03 of this Article at the time of layoff. In the event that 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.

Section 2.04 Promotions shall be by departments as set forth in Article IV, Section 4.01 of this Agreement based on department seniority; except as set forth below, ability and qualifications being sufficient, seniority shall prevail. Departments are as follows: line department, forestry department, mechanic department and meter reading department.

- (a) Employees in one department may apply for openings in another department; however, in this instance seniority is not controlling and the Cooperative may select any applicant it considers most qualified for the position. Seniority for an individual employee restarts when that employee moves from one department to another.
- (b) Should an employee deny a promotion, it shall have no effect on his future promotions.
- (c) An employee promoted to a new position will be given a reasonable opportunity to demonstrate his qualifications and ability. If he does not qualify in a reasonable time, he shall be returned to the position he formerly held. When the position of Foreman or Lead Lineman is awarded, a reasonable amount of time shall be given to the successful bidder to demonstrate he/she has the ability to supervise a crew. Within sixty (60) days the Cooperative shall inform the successful bidder and the union of any deficiencies. After such notification the successful bidder shall be given ninety (90) days to correct the deficiencies. Should the successful bidder be unable to correct the deficiencies he/she shall return to his/her previous job.

- (d) When vacancies occur or when new positions are created within the department of Article IV, Section 4.01 of this Agreement, the Cooperative will post a notice on bulletin boards for a period of five (5) days (Sundays and Holidays excluded) announcing the position open. Employees desiring to be considered shall make written application to the Manager. An employee bidding a position must remove their bid by the posting deadline or must accept the position when awarded. When necessary, temporary assignment will be made for the period the position is considered open.
- (e) Employees who fill a vacancy shall move to the County in which the vacancy exists within a reasonable time after the vacancy is filled.
- (f) The Cooperative may move employees between the construction crews and line clearance crews to fill temporary vacant positions.

Section 2.05 An employee who has established seniority, if he can be separated from duty, may be granted leave of absence upon approval from the Cooperative and while on such leave, he shall not forfeit any such seniority he may heretofore have established provided he does not overstay his leave or accept employment elsewhere while on such leave without the approval of the Cooperative.

- (a) Notwithstanding any of the other terms hereof an employee who has been laid off shall deem to have lost all accumulated seniority and all rights to be re-employed unless he registers with the Cooperative either in person or by registered mail, at least once each year during the month of December.
- (b) Any written notice to be given under this Agreement shall be deemed properly given when deposited in the United States Post Office under registered mail addressed to the last known address.

Section 2.06 An employee who is injured off the job while in the employ of the Cooperative shall continue to accumulate seniority for 27 months and upon recovery within 27 months shall be reinstated to his former position with full seniority, providing he makes application to return to work within thirty (30) days after he is pronounced recovered by the Cooperative's physician, if he is physically qualified to resume the work. After 27 months, the employee will be eligible to apply for every vacant position for which he is qualified until he is re-employed, provided he is pronounced recovered by the Cooperative's physician.

Section 2.07 The Cooperative and the Local Union may by mutual agreement suspend or 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 serving in the United States military service.

ARTICLE III

Negotiation and Arbitration

Section 3.01 The parties agree that the operations of the Cooperative upon which the employees covered in this agreement are to be engaged are essential to the welfare of the community served by it and recognize their obligations to furnish continuous electric service.

Section 3.02 The Cooperative agrees to meet and to treat with the duly accredited officers and committees of the Local Union in the following manner on differences that may arise between the Cooperative and the Local Union.

Section 3.03 In case of any disagreement arising between the Cooperative and any employee or employees under this Agreement, such disagreement shall be first presented by such employee or employees to the Manager or Foreman of the Cooperative in charge of the work and the Business Representative of the Local Union.

Section 3.04 In case of failure to agree in this manner the Business Manager and/or Assistant Business Manager of the Local Union who may be accompanied by a committee of employees of the Cooperative shall endeavor to adjust disagreement with the Manager of the Cooperative. In case of failure to then reach an agreement, the matter shall be submitted to arbitration in the manner provided in Section 3.05.

Section 3.05 The parties desiring arbitration shall give notice to the other and shall on or before the fifth day following designate a representative and advise the other party of such designation. The other party shall, on or before the fifth day following receipt of such notice, designate a representative and advise the first party of such designation. The committee so selected shall be known as a joint arbitration board and shall meet without avoidable delay and endeavor to settle the matters referred to them. Should said arbitration board fail to agree within the week, then next following such submission, a third member shall be chosen by the Arbitration Board while in session, and in the event not to agree on the third member, either party hereto may call upon the Director of Federal Mediation and Conciliation Service in Washington, D.C. A decision rendered by a majority of Arbitration Board shall be final and binding upon both parties.

Section 3.06 The parties hereto shall bear the expense of their own arbitrator and the expense of the third arbitrator shall be borne equally between the Cooperative and the Union.

ARTICLE IV

Section 4.01

Tri-County Electric Cooperative, Inc. Wage Scales for Union Employees July 1, 2019 through June 30, 2020

	Straight Time	Time & One Half	Double Time
Foreman	\$47.07	\$70.61	\$94.14
Serviceman/Technician	\$46.66	\$69.99	\$93.32
Serviceman	\$46.45	\$69.68	\$92.90
Lead Lineman	\$46.45	\$69.68	\$92.90
Journeyman Lineman	\$45.53	\$68.30	\$91.06
Lineman Apprentice			
4th 9 Months	\$40.34	\$60.51	\$80.68
3rd 9 Months	\$38.67	\$58.01	\$77.34
2nd 9 Months	\$36.47	\$54.71	\$72.94
1st 9 Months	\$35.02	\$52.53	\$70.04
Groundman Truck Driver	\$37.49	\$56.24	\$74.98
Lead Mechanic	\$38.38	\$57.57	\$76.76
Mechanic	\$37.45	\$56.18	\$74.90
Meter Reader	\$22.31	\$33.47	\$44.62
Hired Before July 1, 2014			
Forestry Foreman	\$35.21	\$52.82	\$70.42
Lead Line Clearance Journeyman	\$34.59	\$51.89	\$69.18
Line Clearance Journeyman	\$33.67	\$50.51	\$67.34
Forestry Groundman	\$25.66	\$38.49	\$51.32
Hired After July 1, 2014			
Forestry Foreman	\$28.35	\$42.53	\$56.70
Lead Line Clearance Journeyman	\$27.74	\$41.61	\$55.48
Line Clearance Journeyman	\$26.81	\$40.22	\$53.62
Clearance Apprentice			
2nd 6 Months	\$24.13	\$36.20	\$48.26
1st 6 Months	\$22.79	\$34.19	\$45.58
Forestry Groundman	\$22.79	\$34.19	\$45.58

Tri-County Electric Cooperative, Inc.
Wage Scales for Union Employees
July 1, 2020 through June 30, 2021

	Straight Time	Time & One Half	Double Time
Foreman	\$48.25	\$72.38	\$96.50
Serviceman/Technician	\$47.83	\$71.75	\$95.66
Serviceman	\$47.61	\$71.42	\$95.22
Lead Lineman	\$47.61	\$71.42	\$95.22
Journeyman Lineman	\$46.67	\$70.01	\$93.34
Lineman Apprentice			
4th 9 Months	\$41.35	\$62.03	\$82.70
3rd 9 Months	\$39.64	\$59.46	\$79.28
2nd 9 Months	\$37.38	\$56.07	\$74.76
1st 9 Months	\$35.90	\$53.85	\$71.80
Groundman Truck Driver	\$38.43	\$57.65	\$76.86
Lead Mechanic	\$39.34	\$59.01	\$78.68
Mechanic	\$38.39	\$57.59	\$76.78
Meter Reader	\$22.87	\$34.31	\$45.74
Hired Before July 1, 2014			
Forestry Foreman	\$36.09	\$54.14	\$72.18
Lead Line Clearance Journeyman	\$35.45	\$53.18	\$70.90
Line Clearance Journeyman	\$34.51	\$51.77	\$69.02
Forestry Groundman	\$26.30	\$39.45	\$52.60
Hired After July 1, 2014			
Forestry Foreman	\$29.06	\$43.59	\$58.12
Lead Line Clearance Journeyman	\$28.43	\$42.65	\$56.86
Line Clearance Journeyman	\$27.48	\$41.22	\$54.96
Clearance Apprentice			
2nd 6 Months	\$24.73	\$37.10	\$49.46
1st 6 Months	\$23.36	\$35.04	\$46.72
Forestry Groundman	\$23.36	\$35.04	\$46.72

Tri-County Electric Cooperative, Inc.
Wage Scales for Union Employees
July 1, 2021 through June 30, 2022

	Straight Time	Time & One Half	Double Time
Foreman	\$49.70	\$74.55	\$99.40
Serviceman/Technician	\$49.26	\$73.89	\$98.52
Serviceman	\$49.04	\$73.56	\$98.08
Lead Lineman	\$49.04	\$73.56	\$98.08
Journeyman Lineman	\$48.07	\$72.11	\$96.14
Lineman Apprentice			
4th 9 Months	\$42.59	\$63.89	\$85.18
3rd 9 Months	\$40.83	\$61.25	\$81.66
2nd 9 Months	\$38.50	\$57.75	\$77.00
1st 9 Months	\$36.98	\$55.47	\$73.96
Groundman Truck Driver	\$39.58	\$59.37	\$79.16
Lead Mechanic	\$40.52	\$60.78	\$81.04
Mechanic	\$39.54	\$59.31	\$79.08
Meter Reader	\$23.56	\$35.34	\$47.12
Hired Before July 1, 2014			
Forestry Foreman	\$37.17	\$55.76	\$74.34
Lead Line Clearance Journeyman	\$36.51	\$54.77	\$73.02
Line Clearance Journeyman	\$35.55	\$53.33	\$71.10
Forestry Groundman	\$27.09	\$40.64	\$54.18
Hired After July 1, 2014			
Forestry Foreman	\$29.93	\$44.90	\$59.86
Lead Line Clearance Journeyman	\$29.28	\$43.92	\$58.56
Line Clearance Journeyman	\$28.30	\$42.45	\$56.60
Clearance Apprentice			
2nd 6 Months	\$25.47	\$38.21	\$50.94
1st 6 Months	\$24.06	\$36.09	\$48.12
Forestry Groundman	\$24.06	\$36.09	\$48.12

Tri-County Electric Cooperative, Inc.
Wage Scales for Union Employees
July 1, 2022 through June 30, 2023

	Straight Time	Time & One Half	Double Time
Foreman	\$51.19	\$76.79	\$102.38
Serviceman/Technician	\$50.74	\$76.11	\$101.48
Serviceman	\$50.51	\$75.77	\$101.02
Lead Lineman	\$50.51	\$75.77	\$101.02
Journeyman Lineman	\$49.51	\$74.27	\$99.02
Lineman Apprentice			
4th 9 Months	\$43.87	\$65.81	\$87.74
3rd 9 Months	\$42.05	\$63.08	\$84.10
2nd 9 Months	\$39.66	\$59.49	\$79.32
1st 9 Months	\$38.09	\$57.14	\$76.18
Groundman Truck Driver	\$40.77	\$61.16	\$81.54
Lead Mechanic	\$41.74	\$62.61	\$83.48
Mechanic	\$40.73	\$61.10	\$81.46
Meter Reader	\$24.27	\$36.41	\$48.54
Hired Before July 1, 2014			
Forestry Foreman	\$38.29	\$57.44	\$76.58
Lead Line Clearance Journeyman	\$37.61	\$56.42	\$75.22
Line Clearance Journeyman	\$36.62	\$54.93	\$73.24
Forestry Groundman	\$27.90	\$41.85	\$55.80
Hired After July 1, 2014			
Forestry Foreman	\$30.83	\$46.25	\$61.66
Lead Line Clearance Journeyman	\$30.16	\$45.24	\$60.32
Line Clearance Journeyman	\$29.15	\$43.73	\$58.30
Clearance Apprentice			
2nd 6 Months	\$26.23	\$39.35	\$52.46
1st 6 Months	\$24.78	\$37.17	\$49.56
Forestry Groundman	\$24.78	\$37.17	\$49.56

**Tri-County Electric Cooperative, Inc.
Wage Scales for Union Employees
July 1, 2023 through June 30, 2024**

	Straight Time	Time & One Half	Double Time
Foreman	\$52.85	\$79.28	\$105.70
Serviceman/Technician	\$52.39	\$78.59	\$104.78
Serviceman	\$52.15	\$78.23	\$104.30
Lead Lineman	\$52.15	\$78.23	\$104.30
Journeyman Lineman	\$51.12	\$76.68	\$102.24
Lineman Apprentice			
4th 9 Months	\$45.30	\$67.95	\$90.60
3rd 9 Months	\$43.42	\$65.13	\$86.84
2nd 9 Months	\$40.95	\$61.43	\$81.90
1st 9 Months	\$39.33	\$59.00	\$78.66
Groundman Truck Driver	\$42.10	\$63.15	\$84.20
Lead Mechanic	\$43.10	\$64.65	\$86.20
Mechanic	\$42.05	\$63.08	\$84.10
Meter Reader	\$25.06	\$37.59	\$50.12
Hired Before July 1, 2014			
Forestry Foreman	\$39.53	\$59.30	\$79.06
Lead Line Clearance Journeyman	\$38.83	\$58.25	\$77.66
Line Clearance Journeyman	\$37.81	\$56.72	\$75.62
Forestry Groundman	\$28.81	\$43.22	\$57.62
Hired After July 1, 2014			
Forestry Foreman	\$31.83	\$47.75	\$63.66
Lead Line Clearance Journeyman	\$31.14	\$46.71	\$62.28
Line Clearance Journeyman	\$30.10	\$45.15	\$60.20
Clearance Apprentice			
2nd 6 Months	\$27.08	\$40.62	\$54.16
1st 6 Months	\$25.59	\$38.39	\$51.18
Forestry Groundman	\$25.59	\$38.39	\$51.18

Accumulated apprentice time will not include time off for workers compensation, administrative leave, or sick leave unless approval is given by staff supervisor.

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

All Journeyman Linemen shall be able to glove voltages up to 15 KV under the terms and conditions of the Gloving Program. Apprentices shall be permitted to begin gloving up to 15 KV under the Apprentice Lineman Program (currently 2500 hours). The final decision to perform the work using gloving procedures shall be made by the employees at the job site. (See Addendum A.)

Section 4.02 Wages shall be paid every two weeks on Monday, except when Monday is a holiday and then pay shall be on Friday before, for all wages earned up to and including the previous Tuesday.

(a) Employees shall be paid by electronic deposit of wages.

Section 4.03 Upon written authorization the Cooperative agrees to deduct IBEW COPE funds from an individual's payroll check and forward said deduction to the Union monthly. This deduction requires a minimum participation of six (6) of the union employees.

ARTICLE V

Vacation

Section 5.01 All employees covered hereunder who have worked less than twelve (12) months for the Cooperative prior to January 1, shall then be entitled to a pro rata vacation benefit based on ten (10) working days for twelve (12) months of service. All employees covered hereunder who have worked more than twelve (12) months prior to January 1, shall then be entitled to ten (10) working days of vacation.

Section 5.02 Employees who have completed six (6) years of service with the Cooperative shall receive fifteen (15) working days of vacation in the current year. Employees who have completed thirteen (13) years of service with the Cooperative shall receive twenty (20) working days of vacation in the current year. Employees who have completed twenty (20) years of service with the Cooperative shall receive twenty-five (25) working days of vacation in the current year. Vacation pay as provided above will be allowed to employees when services are terminated with the Cooperative. Maximum carryover at the end of any calendar year shall not exceed 320 hours of vacation time.

Section 5.03 All vacation should be scheduled with the approval of the staff supervisor. One week's notice is requested for vacation time except in the case of emergency and 24-hour notice is requested for emergencies.

Four (4) days' vacation, thirty-two (32) hours, may be used in each calendar year in increments of four (4) hours or more. Vacation should be scheduled with the approval of their staff supervisor. Twenty-four (24) hour notice is requested for approval.

ARTICLE VI

Sick Leave and Hospitalization

Section 6.01 The Cooperative will allow sick leave to regular employees without payroll deduction payable at 100% of the regular rate of pay, not to exceed 480 hours in any calendar year.

Sick leave shall be pro rata as follows:

1st 6 months of service – 60 hours

2nd 6 months of service – 120 hours

Each year thereafter – 180 hours

If available, unused sick leave shall be allowed to accumulate at the rate of eighty (80) hours per year of employment.

Allowed and accumulated unused sick leave shall not exceed 480 hours at the beginning of any calendar year.

Section 6.02 The Cooperative will permit leave of absence if necessary, without payroll deduction in the event of serious illness of an employee's family that requires hospitalization of:

(a) employee's spouse, father, mother or the person for whom employees is the legal guardian of: when the aforementioned person(s) resides with the employee,

(b) employee's dependent son or daughter until age of 21, regardless of place of residence.

The maximum leave of absence under these conditions will be, one (1) day for outpatient surgery under general anesthesia or local anesthesia if performed in a hospital and two (2) days for hospitalization if necessary. An additional day of sick leave will be allowed if necessary. Necessary shall be defined as taking the family member to the hospital, while family member is hospitalized and taking a family member home from the hospital. No leave shall be granted for days when the employee is not normally scheduled to work.

Section 6.03 Leave of absence, if necessary, without payroll deduction will be allowed by the Cooperative when a death occurs in the employee's immediate family; namely, spouse, son, daughter, father or mother, brother or sister, father-in-law or mother-in-law, or person for whom employees is the legal guardian of. The maximum leave of absence under these conditions will be three (3) days. In the event that the death requires a longer time of absence on the part of the employee, payroll deductions will be made for the period exceeding three (3) days.

Section 6.04 None of the foregoing conditions under which an employee may receive compensation without payroll deduction will be in effect unless the employee has, when possible, first notified their immediate staff supervisor in advance.

Section 6.05 Sick leave with pay may be reduced or entirely eliminated if upon an impartial investigation, it is found that the employee in question is abusing this privilege.

Section 6.06 No employee covered by this Agreement shall absent himself from duty without securing permission from their immediate staff supervisor before so doing, and in case of illness shall use every effort to notify their immediate staff supervisor in ample time before working hours.

Section 6.07 The Cooperative will continue to pay the same portion of the hospitalization costs as it pays for comparable active employees for any retired employee with at least 20 years of service, who retires between ages 62 and 65, until they reach the age of 65.

If an employee receiving retired hospitalization benefits between the ages 62 and 65 dies, the spouse shall continue to receive retired hospitalization benefits the same as if the employee had not died.

Any employee becoming disabled prior to age 62 will receive hospitalization premiums paid at the same rate as comparable active employees for a period of 27 months.

An employee who retires at age 62 may elect to receive a one-time payment of \$15,000 in lieu of the continuing payments described above in this section. The employee must make this election within 60 days of turning age 62.

ARTICLE VII

Occupation Injury

Section 7.01 After six (6) months of continuous employment, a regular employee who is injured or disabled in the course of his employment and who is unable to return to his regular duties shall receive, beginning with the first full day of absence, the difference between the Illinois Workmen's Compensation Act payments to which he is entitled under said Act and eighty percent (80%) of his regular pay at his straight time hourly rate stipulated in Article IV, section 4.01 of this Agreement for absence on his regular work days and on holidays designated in Article VIII, Section 8.07, of this Agreement which fall within his work week.

Payments hereunder shall be for a maximum of four hundred (400) working hours for a compensable injury for employees with six (6) months up to three (3) years of continuous employment and up to one thousand and eighty (1,080) working hours for employees after three (3) years of continuous employment and up to the period of time for which payments are made to the employee for total temporary disability as provided by the Illinois Workmen's Compensation Act.

Section 7.02 Necessity for loss of time, the date of return to work, and the termination of the employee's right to payments hereunder by the Cooperative shall be determined by the Cooperative in accordance with its established practices. However, any claim of deviation in established practices will be subject to the provisions of Article III.

ARTICLE VIII

General Rules and Working Conditions

Section 8.01 Five consecutive days, eight hours per day shall constitute a work week, Monday through Friday inclusive. The workday will start at 7:00 a.m. and end at 3:00 p.m.

A twenty (20) minute, on the job, lunch break shall be taken between 11:00 a.m. and 1:30 p.m. All employees are required to carry a lunch.

Employees shall be allowed a ten (10) minute morning break and a ten (10) minute afternoon break on the job site to be taken in the most efficient manner possible. The morning and afternoon breaks shall not be taken in conjunction with the 20-minute lunch break. Meals and breaks shall not be taken in commercial establishments (not including overtime meals).

Section 8.02 When conditions require that an employee shall work at a distance from his permanent headquarters and remain on said work overnight, the Cooperative, at its option shall either provide transportation, meals or lodging, or reimburse to a reasonable amount for expenses actually incurred for transportation, meals or lodging.

Section 8.03 When employees are required to work 2 - ½ hours past regular hours the employee will receive \$16.50 as a meal allowance on the corresponding paycheck and additional meal allowances shall be provided every five hours thereafter. If a meal is provided, no meal allowance will be given. An employee who opts not to eat a meal at the time of release shall be paid the meal allowance plus a 30-minute meal period.

Section 8.04 All employees covered by this Agreement shall receive full time employment, provided they are ready and in condition to perform their work. Employees laid off because a job is completed or shut down for reasons beyond Cooperative's control shall be paid in full to the date of layoff.

Section 8.05 All time worked in excess of regular hours shall be paid for at the rate of time and one-half except as hereinafter provided. Overtime shall be divided as equally and impartially as possible among the employees of all departments. Separated by county, employees' names and overtime hours paid (call out list) shall be posted bi-weekly on departmental bulletin boards.

Applicable to counties with more than five employees per department:

- a) The two employees in each county that are on the top of the call out list are designated to be first responders to the after-hours calls. If either of these two employees is unavailable to be a first responder, it shall be the responsibility of that employee, utilizing the call out list, to find a volunteer to be the designated first responder, and notify the office and/or answering service of that employee's name and the time period for which they will be the first responder. If a volunteer is not found, the original employee designated as first responder shall remain the first responder.
- b) The first responders will be on a one-week rotation, Friday to Friday. First responders shall be designated by Wednesday evening for the following Friday.
- c) First responders have the option of driving a truck home.

Section 8.06 When an employee is called out after his regular quitting time, he shall receive not less than two (2) hours time at the rate of time and one-half, except that if he works longer than two (2) hours he shall receive time and one-half for the entire time worked before his daily start time. After start time the regular rate of pay will become effective.

Section 8.07 The following will be recognized as holidays and employees shall not be required to work on these days or the days celebrated therefore except in emergencies: New Year's Day, George Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Employee's Anniversary Date of Employment, or the days celebrated therefore.

All employees covered herein shall receive eight (8) straight time hours pay for each of the above holidays or the day celebrated therefore which falls within the work week. Holidays falling on Saturday will be observed the previous Friday. Holidays falling on Sunday will be observed the following Monday.

Section 8.08 When employees are called for work on holidays, or days observed as holidays, they shall receive (in addition to their regular hourly rate of pay) double time. Employees shall not receive double time if, at the request of the employee, the employee's anniversary date of employment is taken on a day other than the actual anniversary date. Time worked on Saturday holidays (observed on the preceding Friday) shall be paid at the rate of time and one-half with a minimum of two (2) hours time. Time worked on Sundays shall be paid at the rate of double time with a minimum of two (2) hours time.

Section 8.09 Foremen in charge of four or more men shall not climb poles or do other lineman's work except in case of emergency, as it would interfere with his properly looking after his work as foreman and the safety of the men in his charge.

- (a) During regular working hours, in case of a foreman being absent from the job four (4) consecutive hours or more, a lineman shall be designated as foreman; his duties shall be the same as those of a foreman and he shall receive foreman's pay.
- (b) During regular working hours, on any line crew where three (3) men are employed, a lineman shall be designated as foreman and in addition to his duties as foreman, he shall perform work and receive foreman's pay.
- (c) During regular working hours, on any clearance crew consisting of two men, a line clearance journeyman will be designated lead line clearanceman.
- (d) During regular working hours, when two or more two-man crews work together for a continuous period of less than eight (8) hours, the lead lineman or lead line clearance journeyman will continue at the same rate of pay.
- (e) During regular working hours, when two (2) or more two-man crews work together on the same job number for a continuous period of eight (8) hours or more, the one lead employee on the job who has primary responsibility for the job shall receive foreman pay.

- (f) During overtime hours, when three (3) men or more work together for more than four (4) consecutive hours, if a foreman is not present, a lineman shall be designated as foreman and in addition to his duties as foreman, he shall perform work and receive foreman's pay.
- (g) All off property work by Tri-County 702 members shall follow the above overtime Sections in Articles VIII.

Section 8.10 This agreement will not prevent the Cooperative from employing specialists to supervise work of a special nature.

Contractors employed by the Cooperative for maintenance or construction of lines will clear the closing, opening and grounding of single phase circuits through dispatch. Contractors with the assistance of regular Cooperative employees and with clearance through dispatch may close, open and ground three phase circuits. Contractors may open and clear three phase lines in emergency situations for the protection of the public with clearance through dispatch.

Section 8.11 Nothing in the Agreement shall be so construed as requiring the Cooperative to employ any person not required in the proper and efficient operation of its properties.

Section 8.12 The Cooperative shall furnish employees with all 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 for the preservation of such safety appliances and shall use them at all times when necessary.

Section 8.13 The Local Union agrees that any employee of the Cooperative covered by this contract may be discharged upon giving five (5) days notice to the Local Union for any of the following reasons: drunkenness, drug abuse, dishonesty, drinking alcoholic beverages while on duty, possession of illegal drugs while on duty, incompetency, insubordination, frequent accidents where personal injuries or property damage is involved, or ineptitude for the work for which he is employed.

Section 8.14 Employees covered by this Agreement will be encouraged to vote either before or after work at all state, county, city and national elections.

Section 8.15 Employees shall not be required to use their personal cars for the Cooperative's business, but in case they do, they shall be paid at the current mileage rate of the Cooperative.

Section 8.16 Employees who have worked fourteen (14) consecutive hours or more, shall be allowed a rest period of eight (8) hours before returning to work. Pay shall be allowed for regular working schedule not worked when the rest period extends into employee's next schedule.

Employees who have worked fourteen (14) consecutive hours and who continue to work shall receive no less than a double time rate of pay until they have had an opportunity for an eight (8) hour rest period. If an employee is recalled to work after his regular work day with less than six (6) hour rest, the hours worked prior to his recall shall be computed for the purpose of determining such fourteen (14) hours.

Section 8.17 Employees starting to work for the Cooperative are to furnish their own personal equipment and tools in good condition, and the Cooperative will replace those that wear out, become broken or damaged, upon surrender of the item to the Cooperative.

Section 8.18 All fringe benefits and benefit plans now in effect and not specifically referred to herein shall remain in full force and effect for the term of this Agreement or any extension thereof, however, any such plans may be amended at any time by mutual agreement.

On July 1, 1995, the employer commenced a contribution of two percent (2%) into the SelectRe Pension Plan (401K) for union employees in lieu of a two percent (2%) wage increase. On July 1, 2004, the employer shall contribute an additional one percent (1%) into the SelectRe Pension Plan (401K) for union employees on a matching basis.

The Union and Cooperative agreed on July 1, 2014 the group medical plan for active employees covered by the collective bargaining agreement is the Line Construction Benefit Fund (Lineco). The Union and the Cooperative agree beginning on July 1, 2019, that the Cooperative shall pay 100% of the Lineco premium until June 30, 2021. Beginning July 1, 2021, the employee contribution to the Lineco premium shall be as follows:

Beginning July 1, 2021	5%
Beginning July 1, 2022	10%
Beginning July 2, 2023	15%

Any changes to the existing group medical plan of benefits that are imposed upon the Cooperative without its consent by the Lineco group plan administrator and which represents a change in or elimination of current benefits shall be passed along to the employees during the term of this Agreement. Lineco replaces the NRECA hospitalization and dental insurance and the Cooperative's self-insured vision plan.

The Lineco group medical plan will only provide for Utility Employee coverage as defined in the 2017 Summary Plan Description (page 12).

Section 8.19 All aerial lift devices may be driven and operated by one man for service work, trouble calls and assisting other crews with construction projects.

Section 8.20

- (a) The Cooperative agrees to provide a clothing allowance for fire retardant (FR) uniform clothing. Full-time employees will provide their own FR uniform clothing by selecting and ordering FR uniform clothing appropriate to their job classification from the approved provider's catalog. The provider's catalog will contain FR clothing (uniform shirts, pants, and outerwear) and logos previously approved by the cooperative. On July 1, 2009, each full-time employee will have available \$800 for this purpose. Starting on July 1, 2010, each full-time employee will have available \$700 each contract year for this purpose. In addition, the uniform clothing service currently in place will continue through February 2011. All employees on duty are required to wear the FR uniform clothing and FR outerwear as instructed by the Cooperative. The employee shall be responsible to maintain clean garments, in good repair. Employees hired after July 1, 2009 will be given an initial allowance of \$800 to purchase FR uniform clothing and outerwear from the provider's catalog. If an employee does not complete their six-month probationary period, they will be required to reimburse the cooperative for the portion of the allowance used or return to the Cooperative the clothing which was purchased. The maximum FR clothing allowance carryover to the next contract year shall be \$700 beginning July 1, 2015.
- (b) The Cooperative will provide \$100 per year, per man, boot allowance to purchase safety toe boots to tree crew and forestry groundmen. The allowance may be carried over one year.

Section 8.21 The Cooperative and the local Union agrees that any memorandum of understanding or agreements dated prior to the signing of this Agreement shall not be binding upon either party unless so stated in this Agreement.

ARTICLE IX

Apprentice System

Section 9.01 The Cooperative may employ not more than two apprentice linemen to each five journeymen linemen.

Section 9.02 Apprentice Lineman Training

First Six Months: Apprentices with no previous experience shall perform groundman's work and may use tools on the ground under supervision of journeyman and/or foreman.

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

Next Nine Months: Apprentices may perform work in company of a journeyman on energized secondary circuits of not more than 600 volts.

Next Eighteen Months: Apprentices may perform work assisting journeyman on all classes of work.

A newly hired apprentice will not accumulate seniority until they have successfully completed a climbing school specified by the Cooperative within twelve months. At that point they will be credited back to their date of hire.

Section 9.03 Apprentice Clearance Training

First Six Months Clearance: Apprentices shall perform ground work only and under supervision of a line clearance journeyman.

Second Six Months Clearance: Apprentices may trim around secondary circuits energized at not more than 600 volts under the supervision of a line clearance journeyman.

Next Twelve Months Clearance: Apprentices may perform work assisting line clearance journeyman on all classes of work.

A newly hired apprentice will not accumulate seniority until they have successfully completed a climbing school specified by the cooperative within twelve months. At that point they will be credited back to their date of hire.

TRI-COUNTY ELECTRIC COOPERATIVE, INC

By Marcia Scott Date 7-1-19

ATTEST: Brad Gault

LOCAL UNION 702 OF INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS AFL-CIO

By Steve Hugart Date 7-12-19

ATTEST Scott Kirby Date 7-12-19



ADDENDUM A

GLOVING PROGRAM TRAINING AND COMPENSATION

The Company and IBEW Local 702 agree as follows as to the compensation and initial training associated with the Gloving Program.

1. All Journeymen Linemen shall be trained in the procedures for gloving voltages 15KV or less. This initial training shall consist of a minimum of five days. It is the intent of the parties to complete this training as expeditiously as practical.
2. Upon successful completion of the initial Gloving Program training all Journeymen Linemen will receive a premium of \$.89 per hour. Apprentices will receive the appropriate percentage (based on the .89 cent increase) associated with their step in the apprentice progression. During the period of time after completion of the initial training, but prior to the inclusion of the premium in the base rate, untrained Journeyman Lineman will not be entitled to the additional compensation associated with the Gloving Program. However, they will be eligible for additional compensation after returning to regular duty (and being available to attend the initial training) for a period of forty-five (45) days.
3. The \$.89 per hour will be included in the base hourly wage rate prior to any percentage increase 1 July 2002 for all journeyman classifications in the Electric Department effective July 1 following the successful completion of the initial training described in #1 (above) by all Journeymen Linemen.
4. Journeymen Linemen absent due to illness, injury, etc., shall not be included in determining the successful completion of the initial training.

JOINT COMMITTEE

A joint training committee (for gloving) shall be formed consisting of two representatives from Local Union 702 and two Cooperative representatives. This committee, whose role and responsibility are similar to that of the apprentice program joint committee, shall periodically meet to evaluate new technology and work practices and make recommendations regarding changes to the gloving program. The Business Manager or designee and Cooperative shall approve recommendations regarding changes to the gloving program. The Union agrees that it shall use its best efforts to assist in the education and training of employees in gloving methods and to enlist the full cooperation of its members in assuring that every effort shall be made to perform the work based upon safety and efficiency.

SAFETY EQUIPMENT

Class 2 rubber gloves and rubber sleeves shall be worn while gloving. Voltages up to 5 KV may be gloved from the pole or a platform. Gloving voltages over 5 KV up to 15 KV shall only be done from approved bucket trucks with upper and lower controls and insulated booms certified as having passed the necessary testing requirements, with approved and tested bucket liners.

Buckets shall not be tested and shall be considered to be at the same potential as the Journeyman.

The two levels of protection shall always be present and in excess of any cover-up protective equipment. If the two levels of safety protection as described above cannot be maintained, alternate procedures for completing the job assignment shall be utilized and the employees shall not be required to glove primary voltages up to 15 KV. However, the current practice of gloving 5 KV from a pole or platform remains unchanged.

All protective equipment, including gloves, sleeves and bucket liners, shall be equal to or exceed the requirements set out by OSHA, ANSI, or ASTM standards.

Each worker shall individually be assigned personal rubber gloves and sleeves, cleaned and tested both electrically and mechanically, and certified for work on energized conductors and/or equipment at the appropriate voltage. Rubber gloves and sleeves shall be tested at the request of the worker but in any event, not less than once every 90 days.

In addition to laboratory tests, each worker shall make a daily inspection of his personal protective equipment at the beginning of each work period. This personal inspection shall include a visual and feel test of leather protectors, and a visual and air test of rubber gloves. Additional tests to personal protective equipment shall be made throughout the day for additional gloving assignments.

All rubber protective equipment shall always be stored and/or carried in such a way that it shall not be damaged through contact with tools or other equipment. The Cooperative shall modify, where necessary, trucks/equipment to comply with the provisions of this paragraph.

Gloves with 16" gauntlets shall be provided upon request. Existing gloves with 14" gauntlets shall be replaced through attrition. Rubber sleeves shall be worn in either case.

AERIAL BUCKET TRUCK TESTS

Only approved and certified bucket trucks with upper and lower controls equipped with insulated booms, that have satisfactorily passed the testing requirements as set out in items 1 through 5 below, and displaying the dated certification decal, shall be considered appropriate for use by workers gloving voltages up to 15 KV.

1. Each certified aerial bucket truck shall be equipped with a daily checklist of procedures to be followed by the crew members.
2. Daily checks shall include visual inspection of aerial bucket trucks by the crew members assigned to the equipment prior to the equipment being used.
3. The visual and mechanical tests made by crew members to ensure the truck's operating integrity for the day's work shall include visual tests to determine:
 - a. Oil leaks
 - b. Cleanliness of the fiberglass booms. If the insulated section of the boom is not clean, it shall be wiped with a dry cloth or washed with a mild detergent or appropriate cleaning solution in accordance with the manufacturer's recommendations, by the crew assigned to the truck or the garage technician who may be inspecting or working on the boom.
 - c. Cuts, breaks and abrasions to the boom.
 - d. Cleanliness of the bucket liner, including cuts, breaks, and abrasions.
4. The existing quarterly checklist inspections shall be continued on digger derrick trucks. Only appropriate qualified personnel, including outside vendors as necessary, shall conduct these inspections. All such maintenance personnel shall be informed of the gloving practices and of the vital importance of good maintenance work on the equipment so as to ensure the safety of individuals using the equipment. Any complaint or question regarding inspections shall be investigated and corrected promptly.
5. Digger derrick trucks shall be inspected quarterly and aerial bucket trucks shall be inspected semi-annually. The quarterly and semi-annual testing shall be performed by a qualified outside vendor, who will place a sticker on each bucket liner which clearly states the next due date. Semi-annual tests on aerial bucket trucks shall meet or exceed OSHA and ANSI Standards. Booms shall be tested more often upon request. This semi-annual testing may be performed "in- house" in the future, should the necessary capabilities that meet or exceed OSHA and ANSI Standards be developed. Other quarterly inspections will be conducted in- house.

The inspections and tests described in the above paragraph, including the daily checks by crew members, shall be mandatory. Any malfunction or defects of the equipment discovered as a result of these inspections or tests, and malfunctions or defects found during normal or routine repair work, shall be reported in written form to the appropriate supervisor and crew assigned to that truck prior to the equipment being utilized for use as an aerial bucket truck.

TRAINING

All Journeymen Linemen shall be trained in the procedures for gloving voltages 15KV or less. Initial training shall consist of a minimum of five days including one day of classroom instruction, up to two days of mock-energized training, and up to two days of "hands-on" experience. Classroom instruction shall consist of:

1. Theory of isolation and insulation.
2. Display and explanation of the use of cover-up equipment and tools.
3. Review of typical job methods.
4. Question and answer session.

Field training (mock and "hands-on") shall include such activities as:

1. Demonstrations of cover-up methods from bucket trucks.
2. Demonstration of specific job tasks, such as single-phase pole top or pin insulator change out, crossarm replacement (2 or 3 phase), replacing damaged dead-end insulators, installing dead-ends (1 or 3 phase), and transferring conductors.

The "hands-on" portion of the training shall include work on actual energized circuits and shall be conducted by an instructor designated by the Cooperative who has experience as a Journeyman working primary voltages with rubber gloves. "Hands-on" training groups shall be limited to not more than six trainees for each instructor.

Training shall include working on energized conductors and equipment using procedures for covering so as to provide the maximum isolation and insulation from any grounded equipment or potential grounds, understanding that wood poles, crossarms and structural material shall be considered ground potential.

Apprentices shall begin on-the-job training of gloving procedures for 15KV or below, at the same step as they currently begin training on 5KV (2500 hours). The Apprentice Training Program shall be revised to incorporate aspects of the Journeyman Lineman training on gloving not already included.

In addition to the initial training, one day of training will be provided on an annual basis. Implementation may be delayed due to availability of new necessary equipment. Newly hired Journeymen Linemen shall go through the gloving training (up to five days) before performing any gloving work on voltages up to 15 KV.

GENERAL

1. Crews gloving voltages up to 15 KV shall include sufficient number of qualified Journeymen Linemen and/or qualified Apprentice(s) to perform the work safely. Existing work practices and past practice on hot sticking crews shall govern on all glove assignments.
2. Bucket trucks shall have at least 36 inches of the insulated boom extended during any gloving process.
3. Conductors and equipment shall be considered energized unless they have been visually de-energized and effectively grounded.
4. Employees shall not work on any energized conductor until all conductors within reach, or which may become within reach, are first covered with protective equipment. This includes all grounded conductors, grounded surfaces and any conductors below, such as neutrals, secondaries, services, downguys, telephone wires or other cables, and pole surfaces or crossarms, which the aerial bucket, boom or worker may contact. All covering and uncovering shall be performed from a point below or at the same level of the conductors. Conductors shall be covered as the worker moves into the work area and uncovered as the worker moves away from the work area when the work is completed. When utilizing a bucket truck, the worker shall not position himself over any unprotected energized conductor.
5. Aerial basket truck equipment with pole grabbers that cannot be disengaged from the insulated section of the boom shall not be considered as an insulated bucket truck for the purpose of gloving voltages above 5,000 but less than 15,000. If a pin-on basket is used, the winch line shall be removed from the insulated portion of the boom.
6. On all jobs the circuit protection equipment shall be placed on "one shot" during the period when work is being performed to avoid the circuit becoming re-energized in the event of a fault to the circuit. Whenever possible, however, a portion of a circuit may be placed in a non-reclose mode by placing a recloser in the manual position. In such cases, it shall not be necessary to place the circuit on "one shot."

7. Employees shall not be permitted to break or pick up load with rubber gloves. The employee shall use appropriate hot line tools unless using a device designed to pick up load. Load taps shall include, but are not limited to, lightning arresters, transformer taps, cut-outs, and any other load make/break switching.
8. Eye protection shall be worn at all times while performing gloving work.
9. Before a crew begins an assignment involving gloving voltages, weather conditions for the day shall be given prime consideration. Gloving voltages above 5,000 but less than 15,000 shall not be permitted on days when the weather is inclement or foggy conditions exist. If any of these or other adverse conditions develops after work has begun, the job shall be made safe and work performed by alternate means until conditions improve. Gloving assignments in other than daylight hours shall be limited to when, in the opinion of the crew performing the work, sufficient lighting is available and the crew determines the job can be performed safely.
10. While gloving voltages up to 15 KV, only properly insulated strap hoists, blocks, hand lines, and ropes made of synthetic materials with good dielectric properties, shall be used.
11. Jewelry, including watches, earrings, necklaces and neck chains, shall not be worn while performing gloving work. Wedding rings, if worn, shall be taped.
12. Only proper tools having approved insulated hoses operating from truck tool systems (if available) or other approved power source shall be used in any aerial bucket while gloving voltages up to 15 KV. All electrically operated hand tools shall be removed from the bucket prior to any gloving work commencing on voltages above 600 V, including the installation and removal of protective equipment.
13. The Cooperative shall maintain or improve the current level of live line tools in each area.
14. When an energized primary conductor is placed on the crossarm or against the pole, it shall first be covered with a line hose and, in addition, the crossarm or pole shall be covered with the approved protective device.
15. 20,000 volt protective devices shall be used on all work in the 15,000 volt range. All 10,000 volt line hose and hoods shall be replaced.

PROGRAM DISPUTE RESOLUTION

Questions or disagreements as to the interpretation of the Gloving Program, which are not resolved by the Joint Committee, shall be resolved through the normal grievance procedure.