

# **AGREEMENT**

BETWEEN

**WAYNE-White Counties Electric Cooperative  
(Inside)**

and

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**LOCAL UNION 702**

July 1, 2017 to June 30, 2022

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## **AGREEMENT**

THIS AGREEMENT is entered into between Wayne-White Counties Electric Cooperative (hereinafter called either 'the Cooperative') and Local Union No. 702, International Brotherhood of Electrical Workers, AFL-CIO (hereinafter called 'the Union'). This agreement shall be binding on the Cooperative and the Union, their successors and assigns.

All references to the male gender shall refer to both sexes.

### **Article I Recognition**

**Section 1.01** The Cooperative recognizes the Union as the exclusive representation of its clerical ('inside') employees, excluding professional employees, supervisors and other employees as excluded by the National Labor Relations Act and outside employees.

**Section 1.02** In the event any of the provisions of this agreement shall conflict with any state laws, federal laws, or presidential regulations, such provision(s) shall be deemed to be modified sufficiently to the extent necessary to comply with such laws or regulations to either or both parties. The remaining portion of this agreement shall remain in full force and effect.

### **Article II Union Security and Check-Off**

**Section 2.01** All bargaining unit employees are required to become and remain members of the Union as a condition of employment after thirty (30) days of employment.

**Section 2.02** Upon receipt of a signed authorization of an employee, the Cooperative shall deduct from the employee's pay the initiation fees and dues payable to the Union during the period provided for in said authorization, and the Cooperative will make a monthly payment to the union of the amounts collected therefrom.

**Section 2.03** It is understood and agreed that no member of the Local Union shall be discriminated against or denied employment because of membership in the Local Union, or because of individual Union activities, unless such activities result in the destruction or attempted destruction of the Cooperative's property.

**Section 2.04** The Cooperative will not be required to take any action pursuant to this Article or any other part of this Agreement in violation of any applicable and valid state laws, federal laws, or the rights of employees as established by the National Labor Relations Board or the Supreme Court of the United States.

### **Article III Seniority**

**Section 3.01** Seniority is defined as the length of continuous service from the last date on which the employee entered the service of the Cooperative.

**Section 3.02** When making a reduction in the number of employees due to a lack of work and when recalling, 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 each classification of work in the inverse order of their seniority.
- c. The foregoing provisions of (a) and (b) need not apply when the application thereof would result in the Cooperative being required to lay off employees possessed of skill essential to properly perform the work available at time of the layoff not possessed by employees having greater seniority.
- d. When recalling employees, those having the most seniority shall be the first among those to be recalled, if available, and physically able to return to work, providing they have the qualifications required.

**Section 3.03** An employee promoted or transferred to a status outside the bargaining unit shall be permitted to continue seniority for a period of three (3) months after leaving the bargaining unit, and shall be allowed to return to the position occupied prior to leaving the bargaining unit. If an employee is returned to the bargaining unit after the three-month period, the employee shall thereafter be permitted to use past seniority to bid on future vacant positions.

**Section 3.04** During the first twelve (12) months of continuous service with the Cooperative, employees shall be considered to be temporary and probationary; such employees may be discharged or disciplined at the discretion of the Cooperative for any reason without recourse under the grievance-arbitration provisions or otherwise by the Union or the employee. After completion of such probationary period, seniority of such employees shall be deemed to have commenced from the employee's last date of hire.

**Section 3.05** Seniority shall be lost and the employment relationship and continuous service of an employee shall be considered terminated, and subsequent re-employment shall be deemed to be new employment in any of the following events:

- a. Resignation, retirement or discharge.
- b. If the employee is absent from work without authorized leave, except when reasons satisfactory to the Cooperative for absence without leave are given to the Cooperative.

- c. If an employee who has been laid off fails to return to work within three (3) days after being properly notified to report for work and does not give reasons satisfactory to the Cooperative for failure to report within that time.
- d. Not performing any work for the Cooperative for any reason for a period of thirty (30) months, provided that any disability and benefits to which an employee on disability is entitled shall continue, and provided reasonable accommodation has been afforded to a disabled employee under provisions of the Americans With Disabilities Act.

**Section 3.06** An employee who has established seniority, may be granted a leave of absence, upon approval from the Cooperative, and while on such leave, shall not forfeit any such seniority heretofore established provided the employee does not overstay the leave or accept employment elsewhere while on such leave without the approval of the Cooperative. During any authorized leave of absence, the employee will not be entitled to the accrual or the payment of any benefits by the Cooperative except the Cooperative will continue to pay the premium for long-term disability and life insurance and its portion of the medical insurance premium for up to ninety (90) days. Seniority may continue to accrue up to ninety (90) days. Notwithstanding any of the other terms hereof, an employee who has been laid off shall deem to have lost seniority and all rights to be re-employed unless he/she registers with the Cooperative either in person or by certified mail during the month of December of each year.

**Section 3.07** Promotions to the classifications set forth in Article VII of this Agreement based on seniority, ability and qualifications. Ability and qualifications being sufficient seniority shall prevail.

- a. If there are no qualified employees in the department where the vacancy exists who will accept the promotion, then promotions shall apply to employees in the remaining departments and classifications.
- b. Should any employee refuse a promotion, it shall have no effect on future promotions.
- c. An employee promoted to a new position will be given six months opportunity to demonstrate qualifications and ability. If the employee does not qualify in six months, he/she shall be returned to the work and classification formerly held.
- d. When vacancies occur or when new positions are created within the classifications of Article VII of this Agreement, the Cooperative will post a notice on bulletin boards for a period of five (5) working days announcing the position open. Employees desiring to be considered shall make written application to the V P Human Resources. When necessary, temporary assignment will be made for a period the position is considered open. Employees covered by this contract shall be eligible to bid outside

positions when posted, provided there are no bids from the outside bargaining unit. For the purposes of bidding only, seniority earned in this agreement shall not apply to any employee working in the outside agreement, and seniority earned in this agreement will be bridged if an employee returns to the Inside.

- e. Any employee whose bid job is deleted shall have the right to exercise seniority on any employee with lesser seniority as long as the employee exercising the seniority is qualified to perform the work.

#### **Article IV Recognition of Management Rights**

**Section 4.01** The Union recognizes that the management of the Cooperative, including the direction of the working forces, the determination of the number of workers it will employ, the right to discipline, or discharge for just cause, the right to hire, promote, demote, or transfer, and to release employees because of lack of work are vested in and reserved by the Cooperative, subject, however, to the restrictions and regulations of this Agreement.

#### **Article V Grievance Procedure and Arbitration**

**Section 5.01** The parties agree that the operations of the Cooperative are essential to the welfare of the community served by it and recognize their obligations to furnish electric service.

**Section 5.02** The Cooperative agrees to meet and deal with the duly accredited officers and committees of the Union in the following manner on differences involving the interpretation or application of this Agreement that may arise between the Cooperative and the employees or the Union.

**Section 5.03** Grievance

- A. A grievance is defined as a difference, complaint or dispute between the Cooperative and the Union or any employee regarding the application, meaning or interpretation of this Agreement.
- B. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself stating the name(s) or group(s) of employee(s). The Union may have the steward and the grievant, or one grievant representing grievants, present at every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

**Section 5.04** General Requirements

- A. All grievances must be initiated no later than 15 working days from the occurrence giving rise to the complaint. Waiver of the 15-day requirement at any time by the Cooperative shall not be considered the establishment of a past practice for future grievances.
- B. Any grievance must be in writing, on a form approved by the Cooperative, and shall include the following:
  - 1. the date of the alleged violation;
  - 2. the provision(s) of the Agreement violated;
  - 3. the remedy requested;
  - 4. initial list of witnesses known at the time.

Unintentional mistakes made on the written grievance form shall not be deemed a waiver of the grievance.

**Section 5.05** Grievance Steps

Step 1 – In case of a difference, complaint or dispute between the Cooperative and the Union or any employee(s) regarding the application, meaning or interpretation of this Agreement, the grievance shall first be presented within fifteen (15) working days of the incident or when the Union becomes aware of the incident or event to the Departmental Vice President/Manager in charge of the work or the Vice President of Human Resources. The Departmental Vice President/Manager or Vice President of Human Resources shall, within 7 working days after receipt of the grievance, discuss the same with the Union and the employee. A decision shall be rendered within 5 working days after such discussion is held and provide a copy of such answer to the Union and the employee.

Step 2 – If the grievance is still unresolved after Step 1, it may be presented by the Union to the President/CEO of the Cooperative within 15 working days after receipt of the Cooperative's response in Step 1. The President/CEO shall, within 7 working days after the grievance has been presented, discuss the same with the Union and the employee. The President/CEO shall render a written answer to the grievance within 5 working days after such discussion is held and provide a copy of such answer to the Union and to the employee.

Step 3 – Arbitration

- A. If the grievance is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice to the Cooperative may request arbitration of the grievance by giving notice of its desire to the President/CEO, not later than thirty (30) days from the end of Step Two (2). The parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and shall using the normal accepted

procedures select one arbitrator from the panel for the arbitration proceedings.

**B. Arbitration Procedures**

1. Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.
2. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.
3. The expenses and fees of the arbitrator, the panel request fees, and the cost of the hearing shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to appointment of a permanent arbitrator(s) during the term of this Agreement.
4. Both parties may request the production of documents and witnesses in accordance with the Uniform Rules of Arbitration.

**Section 5.06** – Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step in the grievance procedure may be filed at the appropriate advanced step where the action giving rise to the grievance was an issue. Mutual agreement shall take place between the appropriate Union representative and the appropriate Cooperative representative at the step where it is desired to initiate the grievance.

In case the difference is of an emergency nature, this step needs to go directly to the President/CEO of the Cooperative, and the Cooperative and the Union shall make every attempt to resolve the grievance with speed warranted by the circumstances without regard to the time limits set forth above. Time limits may be extended by written mutual agreement.

**Article VI**  
**No Strikes or Lockouts**

**Section 6.01** The Union and employees agree not to cause or participate in any strike or interference with the operations of the Cooperative during the term of this Agreement; provided, however, employees may refuse to cross a lawful primary IBEW picket line if established at a customer of the Cooperative.

**Section 6.02** The Cooperative agrees that there shall be no lockout of the employees covered hereunder during the term of this Agreement.



**Article VII**  
**Employee Classifications and Rates of Pay**  
**INSIDE EMPLOYEES**

**Section 7.01** Salary increases for the term of this agreement shall be 3.0% for the first year, 3.0% for the second year, and 3.0% for the third year, 2.5% for the fourth year, and 2.5% for the fifth year.

<b><u>Classifications:</u></b>	<u>7/1/17</u>	<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>
<b><u>Clerical Department</u></b>					
1st Year	\$20.52	\$21.13	\$21.77	\$22.31	\$22.87
2nd Year	\$23.23	\$23.92	\$24.64	\$25.26	\$25.89
3rd Year	\$27.35	\$28.17	\$29.01	\$29.74	\$30.48
<b><u>Engineering Department</u></b>					
<b><i>Assistant System Engineer</i></b>					
1st Year	\$28.29	\$29.14	\$30.02	\$30.77	\$31.54
2nd Year	\$30.26	\$31.17	\$32.10	\$32.91	\$33.73
3rd Year	\$32.39	\$33.37	\$34.37	\$35.23	\$36.11
4th Year	\$34.67	\$35.71	\$36.78	\$37.70	\$38.64
5th Year	\$37.09	\$38.20	\$39.35	\$40.33	\$41.34
<b><i>Information Technology/ Electronics Engineer</i></b>					
1 <sup>st</sup> year	\$27.79	\$28.64	\$29.52	\$30.27	\$31.04
2 <sup>nd</sup> year	\$29.76	\$30.67	\$31.60	\$32.41	\$33.23
3 <sup>rd</sup> year	\$31.89	\$32.87	\$33.87	\$34.73	\$35.61
4 <sup>th</sup> year	\$34.17	\$35.21	\$36.28	\$37.20	\$38.14
5 <sup>th</sup> year	\$36.59	\$37.70	\$38.85	\$39.83	\$40.84
<b><i>Field Engineer</i></b>					
1st Year	\$21.73	\$22.38	\$23.06	\$23.63	\$24.22
2nd Year	\$25.36	\$26.12	\$26.90	\$27.58	\$28.26
3rd Year	\$28.99	\$29.86	\$30.76	\$31.53	\$32.32
4th Year	\$32.63	\$33.61	\$34.62	\$35.48	\$36.37
5th Year	\$36.25	\$37.33	\$38.45	\$39.41	\$40.40
<b><i>Staking Engineer</i></b>					
1st Year	\$19.06	\$19.63	\$20.22	\$20.72	\$21.24
2nd Year	\$22.23	\$22.89	\$23.58	\$24.17	\$24.77
3rd Year	\$25.40	\$26.16	\$26.95	\$27.62	\$28.31
4th Year	\$28.57	\$29.43	\$30.31	\$31.07	\$31.85
5th Year	\$31.77	\$32.72	\$33.70	\$34.54	\$35.41
<b><i>Engineering Technician</i></b>					
1st Year	\$19.06	\$19.63	\$20.22	\$20.72	\$21.24
2nd Year	\$22.23	\$22.89	\$23.58	\$24.17	\$24.77

3rd Year	\$25.40	\$26.16	\$26.95	\$27.62	\$28.31
4th Year	\$28.57	\$29.43	\$30.31	\$31.07	\$31.85
5th Year	\$31.77	\$32.72	\$33.70	\$34.54	\$35.41

Maintenance Department

*Work Order Engineer*

1st Year	\$19.06	\$19.63	\$20.22	\$20.72	\$21.24
2nd Year	\$22.23	\$22.89	\$23.58	\$24.17	\$24.77
3rd Year	\$25.40	\$26.16	\$26.95	\$27.62	\$28.31
4th Year	\$28.57	\$29.43	\$30.31	\$31.07	\$31.85
5th Year	\$31.77	\$32.72	\$33.70	\$34.54	\$35.41

*Mechanic*

1st Year	\$31.02	\$31.95	\$32.91	\$33.74	\$34.58
2nd Year	\$32.41	\$33.39	\$34.39	\$35.25	\$36.13
3rd Year	\$33.76	\$34.78	\$35.82	\$36.72	\$37.63
4th Year	\$35.13	\$36.19	\$37.27	\$38.20	\$39.16
5th Year	\$36.50	\$37.60	\$38.73	\$39.69	\$40.69

*Warehouseman*

1st Year	\$27.38	\$28.20	\$29.04	\$29.77	\$30.52
2nd Year	\$28.99	\$29.86	\$30.76	\$31.53	\$32.32
3rd Year	\$30.60	\$31.52	\$32.46	\$33.28	\$34.11
4th Year	\$32.19	\$33.15	\$34.15	\$35.00	\$35.88

*Facility Maintenance & Assistance Warehouseman*

1st Year	\$28.03	\$28.87	\$29.73	\$30.48	\$31.24
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*Custodian*

1st Year	\$18.62	\$19.18	\$19.76	\$20.25	\$20.76
2nd Year	\$22.36	\$23.03	\$23.72	\$24.32	\$24.92
3rd Year	\$24.83	\$25.58	\$26.35	\$27.00	\$27.68

**Section 7.02** Beginning in January 2009 two (2) week pay periods are to start at 12:00 A.M. Friday and end at 11:59 P.M. Thursday and will be paid bi-weekly.

- (a) The Cooperative will make a direct deposit of all employee paychecks to the financial institution of their choice no later than Thursday of the week following the end of the two week pay period. The Cooperative agrees to cover any penalties that are incurred in an employees account for deposit mistakes that are found to be the cause of the Cooperative.

Upon implementation of this Section of the contract the Cooperative will make every effort to expedite the first check to reduce any impact on the employees.

- (b) Where an employee is engaged for one (1) or more days to perform work for which a higher wage scale is usually paid than the scale at which such employee is usually paid, such employee shall be paid at a higher rate while so engaged.

## **Article VIII Vacations**

**Section 8.01** The Cooperative agrees to allow employees covered by this Agreement to take vacation entitlement in 1-hour increments provided that the Cooperative is given one (1) day notice except in cases of emergency. The Cooperative also agrees to allow the employees to carry over up to fifty percent (50%) of their vacation entitlement to be used in the first six (6) months of the next year.

**Section 8.02** Employees, upon reaching the following anniversaries, shall receive the following vacation:

Employees who have been employed with the Cooperative for six (6) months will receive five (5) days of vacation.

Employees who have been employed with the Cooperative for one (1) year will receive five (5) days of vacation, effective on the date of their anniversary.

Employees whose seventh (7<sup>th</sup>) service anniversary date occurs in any year under consideration will receive fifteen (15) vacation days on January 1<sup>st</sup> of the anniversary year and each year following.

Employees whose fifteenth (15<sup>th</sup>) service anniversary date occurs in any year under consideration will receive twenty (20) vacation days on January 1<sup>st</sup> of the anniversary year and each year following.

Employees whose twenty-second (22<sup>nd</sup>) service anniversary date occurs in any year under consideration will receive twenty-five (25) vacation days on January 1<sup>st</sup> of the anniversary year and each year following.

Employees whose thirtieth (30<sup>th</sup>) service anniversary date occurs in any year under consideration will receive thirty (30) vacation days on January 1<sup>st</sup> of the anniversary year and each year following.

The time of taking vacations shall be decided between the Cooperative and the Employee.

## **Article IX Sick Leave**

**Section 9.01** The Cooperative will allow sick leave to regular employees without pay deduction, payable at a rate of one hundred percent (100%) of the regular rate of pay on the following condition:

Effective at the beginning of each calendar year thereafter, sick leave allowance shall be as follows:

During the first six (6) months of employment – eight (8) working days.

During the second six (6) months of employment fourteen (14) working days.

Each year thereafter – thirty-three (33) working days.

All unused sick leave shall be allowed to accumulate to a total of thirty-three (33) working days. Allowable and accumulated sick leave shall not exceed sixty-five (65) days at the beginning of any calendar year. An employee who has accumulated a maximum of sixty-five (65) sick leave days will be allowed to accrue twenty percent (20%) of unused sick leave of the previous year, to be used at a time of retirement. Employees hired prior to July 1, 1994, shall be allowed to use one (1) week per year of their accumulated sick leave for personal business. The employee's accumulated sick leave account shall be reduced to reflect any time taken prior to retirement. Accumulated sick leave allowable for employees hired after July 1, 1994, shall accrue in the same manner as employees hired prior to July 1, 1994, but shall not exceed the maximum of sixteen (16) weeks accumulation. Employees hired after July 1, 1994, shall not be allowed to take time off using accumulated sick leave for personal business. The Cooperative agrees to pay in a lump sum to the estate; sick leave accrued for retirement purposes in the event of the death of a current employee prior to retirement. Employees retiring after the age of sixty-two (62) (normal retirement age), and who have accrued sick leave for retirement purposes, will be paid for accrued sick leave in a lump sum payment.

**Section 9.02** The Cooperative will permit leave of absence without payroll deduction in the event of serious illness of an employee's family that requires hospitalization of the employee's wife, husband, son, daughter, stepchild, father, mother, stepparent, grandchild, grandparent, father-in-law, or mother-in-law. The maximum leave of absence under these circumstances will be three (3) days per each occurrence. After three (3) days, employees may elect to use from their sick leave if needed for an illness of their wife, husband, son, daughter, or stepchild.

**Section 9.03** Leave of absence without payroll deduction will be allowed by the Cooperative when a death occurs in the employee's immediate family. The maximum leave of absence under these conditions will be three (3) days when necessary. 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. The employee's immediate family under this Section shall be construed to include wife, husband, son,

daughter, step-child, father, mother, step-parent, brother, sister, grandchild, grandparent, father-in-law, and mother-in-law.

**Section 9.04** 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 his/her immediate Supervisor in advance.

**Section 9.05** If upon an impartial investigation, it is found that an employee is abusing the privilege of sick leave with pay, his/her sick leave with pay may be reduced or entirely eliminated or the employee may be discharged for cause.

**Section 9.06** No employee covered by this Agreement shall absent himself/herself from duty without securing permission from the Supervisor before so doing, and in case of illness shall use every effort to notify the Supervisor in ample time before working hours.

**Section 9.07** Employees are entitled to use sick leave for medical exams, vision work, and dentistry work and they shall abide by the following rules:

- (a) The employee should make a conscientious effort to schedule routine medical and dentistry work outside of regular working hours.
- (b) If the employee is not successful in scheduling the above exams and dentistry work outside of his/her regular working hours, he/she should attempt to schedule them at the start of the regular work shift or at the end of their regular workday (keeping in mind the operation of the Cooperative).
- (c) Employees, who schedule an appointment at the start of a regular work-day, should immediately report to the Cooperative for work as soon as the examination has been completed.

**Section 9.08** Leave of absence without payroll deduction (personal day) shall be allowed to an employee by the Cooperative upon request by the employee to the immediate Supervisor of the employee. The leave of absence under this Section for each employee shall be limited to two (2) eight (8) hour workdays during each calendar year, not to be accrued. The personal days shall be scheduled at a time suitable to the Cooperative and the employee.

**Section 9.09** A maternity leave of absence shall be granted by the Cooperative to each female employee at such time as the employee's doctor deems that working would be injurious to the health of the pregnant employee. During such leave of absence, the seniority of such shall continue to accrue. The employee shall be reinstated to her former position with full seniority provided that she is physically qualified to work and that she makes application to return to work within thirty (30) days after she is pronounced recovered by her attending physician. The employee will be allowed sick leave in accordance with Article IX of the present Agreement.

**Section 9.10** The Cooperative and the Union recognize substance abuse as an illness and agree that the employee will be given the opportunity to make use of the health insurance benefits to the extent that substance abuse is covered and to also use accrued sick leave and vacation benefits while undergoing approved treatment on a one-time basis. Subsequent abuse will result in disciplinary action up to and including discharge.

**Section 9.11** The Cooperative will permit leave of absence without payroll deduction in the event of illness in the immediate family, which requires the employee's attendance. For the purpose of this Section, leave of absence will be deducted from the employee's accrued sick leave and the immediate family is defined as spouse and children.

## **Article X Occupational Injury**

**Section 10.01** After six (6) months of continuous employment, a non-probationary employee who is injured and disabled in the course of employment and who is unable to return to regular duties shall receive, beginning with the first full day of absence, the difference between the Illinois Workers' Compensation Act payments to which he/she is entitled under said Act and eighty percent (80%) regular pay at straight time hourly rate stipulated in Article VII of this Agreement for absence on regular work days and on holidays designated in Article XI, Section 11.09 of this Agreement which fall within the work week.

Payments under this Section to an employee with less than three (3) years of continuous employment shall be limited to one hundred eighty (180) working hours for any continuing single occupational injury. Payments under this Section to an employee with more than three (3) years of continuous employment shall be limited to one thousand forty (1,040) working hours for any continuing single occupational therapy. Nevertheless, payments under this Section shall be further limited to the actual period of time during which payments are made to the employee for total temporary disability as provided by the Illinois Workers' Compensation Act.

**Section 10.02** 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 V.

**Section 10.03** No pay under Section 10.1 will be allowed hereunder for absence due to injury resulting from alcohol or illegal drug use.

**Section 10.04** The Cooperative shall pay an employee entitled to Cooperative payments under Section 10.01 for any unused vacation accrued on January 1 of the calendar year in which such employee's occupational injury shall occur. Such employee

shall not accrue vacation or sick leave after such Cooperative payments cease until such employee shall return to work and perform the essential functions of his/her job classification for five (5) consecutive workdays. Such employee shall accrue vacation and sick leave in the calendar year in which such occupational injury shall occur and during the period which the Cooperative shall make payments to such employee under Section 10.01 but the Cooperative shall defer such vacation and sick leave so accrued until such employee shall return to work to perform the essential functions of his/her job classification for five (5) consecutive workdays, or until the termination or retirement of such employee.

## **Article XI**

### **General Rules and Working Conditions**

**Section 11.01** Five (5) consecutive working days shall constitute a workweek on all jobs, Monday through Friday, inclusive. Eight (8) hours shall constitute a workday. The regular hours for employees covered by this Agreement shall be 8:00 A.M. to 5:00 P.M. with one (1) hour off for lunch. Established practice shall govern in all other cases. All employees covered hereunder shall be paid as herein provided only for time actually worked except such pay as herein provided while on vacation or sick leave.

**Section 11.02** When conditions require that employees shall work at a distance from the permanent headquarters and remain on said work overnight, Cooperative at its option shall provide transportation, meals and lodging, or reimburse to a reasonable amount for expenses actually incurred for transportation, meals and lodging.

**Section 11.03** When employees are required to work after 6:00 P.M., they will be furnished a meal and additional meals shall be furnished every five (5) hours thereafter. If employees are called before 7:00 A.M., they shall be furnished a meal.

**Section 11.04** Double time will be paid for all hours worked in excess of thirteen (13) hours if requested by the Company to work beyond thirteen (13) hours and the employee agrees to work beyond thirteen (13) hours. Thirteen (13) hours shall be defined as follows:

- (a) Thirteen (13) consecutive actual working hours including meal periods, or
- (b) If an employee is recalled to work within the five (5) hour period immediately following his/her regular work day or a prearranged overtime period of eight (8) hours or more, the actual hours worked prior to and after his/her recall shall be computed for the purpose of determining such thirteen (13) hours.

Employees who have worked for sixteen (16) actual working hours or more shall be allowed a rest period of eight (8) hours before returning to work. If the employee is requested by the Company to work before completing the eight (8) hours rest period and the employee agrees to work, double time will be paid for all hours worked until the employee receives a full eight (8) hours rest period, if the rest period extends into the regular scheduled working hours, he/she shall be excused from duty for that portion of

regular scheduled working hours and will lose no pay thereby. Employees are required to notify the manager of engineering and operations or his/her designee in a timely manner if the rest period extends into the regular work day.

The five (5) hour period shall only be used for bridging an employee's actual hours worked and will be calculated from the actual quit time of the employee's regular or prearranged overtime shift of eight (8) hours or more. The five (5) hour period is only established once following the end of an employee's shift, but an employee may be recalled multiple times during this period and may accumulate all of those actual hours worked towards their total hours for this section.

Double time will be paid for all mutual aid emergency storm work out of state. Time would begin at departure from headquarters and will cease when employee returns to the headquarters. See attached letter dated May 1, 2008 referring to overtime hours during storm restorations.

**Section 11.05** One employee, on a rotational basis, shall be scheduled to receive on-call overtime on a weekly basis. The after hours dispatcher will determine when assistance is needed and will contact the person scheduled. If that person cannot be reached, the dispatcher will continue down the list in order until someone is contacted. Additional assistance beyond the initial call-out will be determined by management. When employees are called for work on Sundays, holidays or day observed therefore, they shall receive double time for the entire time worked and in no case shall they receive less than two (2) hours time at the rate of double time, but not in addition to the two and one-half (2 ½) hours pay received by those on call duty.

When a holiday falls on Saturday and is observed on the preceding Friday, employees call to work on Saturday shall be compensated for at the rate of one and one-half (1 ½) times the regular rate of pay for the actual time worked or a minimum of two (2) hours.

**Section 11.06** 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 shall be paid in full to and on the date of lay-off.

**Section 11.07** 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 employees qualified to do the work required in their respective classifications.

**Section 11.08** When employees are called out after regular quitting time hours, they shall receive not less than two (2) hours time at the rate of time and one-half, except that if they work longer than two (2) hours, they shall receive time and one-half for the entire time worked before 8:00 A.M., after which time the regular rate of pay will become effective.

**Section 11.09** The following will be recognized as Holidays and employees shall not be required to work on same or the days observed therefore, except in emergencies: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's



Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve and Christmas Day.

Holidays falling on Sunday will be observed the following Monday.

Holidays falling on Saturday shall be observed on the preceding Friday. All employees covered herein shall receive eight (8) hours straight time pay for each of the listed holidays or days observed therefore when such holiday or day observed therefore is a regular working day which shall be in addition to any time worked.

**Section 11.10** When employees are called for work on Sundays, holidays or day observed therefore, they shall receive double time for the entire time worked and in no case shall they receive less than two (2) hours time at the rate of double time, but not in addition to the two and one-half (2½) hours pay received by those on call duty.

When a holiday falls on Saturday and is observed on the preceding Friday, employees called to work on Saturday shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for the actual time worked or a minimum of two (2) hours.

**Section 11.11** The Cooperative agrees that it will not contract out work if any bargaining unit employees are currently on layoff or if the contracting out will result in the layoff of any bargaining unit employees.

**Section 11.12** This Agreement will not prevent the Cooperative from employing specialists to supervise or perform work of a special nature.

**Section 11.13** Nothing in this Agreement shall be construed as requiring the Cooperative to employ any person not required in the proper and efficient operation of its properties.

**Section 11.14** The Cooperative shall furnish employees with all 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 for the preservation of such safety appliances and shall use them at all times when necessary.

**Section 11.15** Employees covered by this Agreement shall be entitled to the necessary time, not to exceed two (2) hours, off with pay, for the purpose of voting at all State, County, City and National Elections, provided they are eligible to vote.

**Section 11.16** Employees shall not be required to use their personal cars for the Cooperative's business, but in case they do, they shall be paid therefore at the rate allowed by the Internal Revenue Services.

**Section 11.17** An employee may face discipline or discharge for violations of the Cooperative's reasonable Rules of Conduct. This shall not eliminate any rights of the employees under Article V, Grievance Procedure and Arbitration.

**Section 11.18** It is agreed by the parties hereto that it shall be an obligation of the Local Union to maintain discipline among the employees covered by this Agreement and compliance by such employees with the work rules adopted by the Cooperative for the

carrying on of the Cooperative business and efficiency in carrying on the work of the Cooperative to be done and performed by such employees.

**Section 11.19** The parties hereto recognize the necessity and right of the Cooperative to adopt proper work rules, or shop rules, not in conflict herewith, for the conduct and performance of the work of the Cooperative by the employees, which rules shall be posted on the bulletin board at the Cooperative for the guidance of the employees.

**Section 11.20** When an employee has been absent from work because of jury service, he shall be paid his regular salary by the Cooperative. At the completion of his jury service, he shall exhibit his jury check to the Cooperative and the amount of said check, less the amount included as expenses, shall be deducted from his next regular check.

**Section 11.21** Employees shall not be allowed to work breaks in public facilities during regular work hours, however an employee will be permitted to continue on the job work breaks when conditions permit.

## **Article XII Other Provisions**

**Section 12.01** 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 contract or any extension thereof. However, any such plans may be amended at any time by mutual agreement.

**Section 12.02** The Cooperative agrees to provide a medical insurance plan comparable to the current plan, mutually agreed upon by the Cooperative and the Union. The Cooperative further agrees to offer employees a preferred provider organization (PPO) plan, and the Cooperative will pay seventy percent (70%) of the total cost of the plan for active employees and the active employees will pay thirty percent (30%) of the cost of the plan. The Cooperative and the Union agree that they will meet, discuss, and negotiate if necessary, any changes as they have in the past.

**Section 12.03** The Cooperative agrees to provide a vision plan comparable to the current plan, mutually agreed upon by the Cooperative and the Union. The Cooperative will pay one hundred percent (100%) of the premium for all active employees and dependents.

**Section 12.04** The Cooperative agrees to provide a Dental Plan comparable to the current plan mutually agreed upon by the Cooperative and the Union for employee and dependent. The Cooperative shall pay one hundred percent (100%) of the premium for all active employees and dependents.

**Section 12.05** The Cooperative agrees to provide a long-term disability plan comparable to the current plan mutually agreed upon by the Cooperative and the Union. The Cooperative shall pay one hundred percent (100%) of the premium for the employee.

**Section 12.06** The benefit level multiplier for employment prior to 1 July 1997 will remain at 1.2, and from July 1, 1997, to July 1, 2000, shall remain at 1.6, 1.7 effective 1 July 2000 through July 2003. The Cooperative agrees to increase the benefit level of the NRECA Retirement and Security Pension Program to a multiplier of 2.0 effective 1 July 2003, 2.25 effective 1 July 2004, 2.5 effective 1 July 2005.

**Section 12.07** The Cooperative will continue the 2.5% contribution to the NRECA SelectRE Pension Plan (401k) and the Cooperative will match an additional one percent (1%) employee contribution of the employee's base pay. If the employee chooses not to contribute one percent (1%) of their base pay, the Cooperative contribution shall remain at 2.5%. The Cooperative also agrees to continue the daily pricing and loan provisions of the plan.

**Section 12.08** The Cooperative will pay the total employee's medical insurance premium for coverage in effect on date of disability, whether they have individual coverage or family coverage until age sixty-five (65). The employee may retain their dental and vision insurance at his/her expense.

**Section 12.09** An employee who has twenty (20) years of service with the Cooperative may retire between ages sixty (60) and sixty-two (62) and the Cooperative and employee would pay the same ratio of insurance premiums as if he/she were an active employee until age sixty-two (62) at which time the Cooperative will pick up the total premium and continue to pay such premium, regardless of whether the employee has individual or family coverage, until age sixty-five (65).

**Section 12.10** An employee who has eighteen (18) years of service with the Cooperative may retire between ages sixty-two (62) and sixty-five (65) and the Cooperative would pay total cost of medical insurance premium for the employee for coverage in effect at the time of retirement, whether the employee has individual or family coverage, until age sixty-five (65).

**Section 12.11** If an employee chooses to retire at age fifty-five (55) and has twenty (20) years of service, employee may keep medical plan and the employee will pay one hundred percentage (100%) of medical plan premium cost until age sixty-five (65).

**Section 12.12** Sections 12.06, 12.07 and 12.08 shall not apply if an employee accepts full-time employment after he/she has retired from the Cooperative.

**Section 12.13** The Cooperative agrees to purchase term-life insurance for the employees in the amount of two times regular salary, and accidental death and dismemberment insurance equal to the employee's basic term life insurance. The Cooperative agrees to pay one hundred percent (100%) of this cost. The employees may purchase additional term life insurance in the same amount, with the employees paying one hundred percent (100%) of this additional life insurance, provided all criteria required by NRECA to offer this option are met by the Union employees.

**Section 12.14** The employees shall comply as required by the Federal Drug-Free Workplace Act of 1988, the Illinois Drug-Free Workplace Act of 1990, the Federal and Illinois Departments of Transportation regulations and other drug abuse legislation.

**Section 12.15** The Cooperative agrees to provide mechanics with uniforms that are appropriate for their line of work, and shall incur all costs involved. The Cooperative also agrees to provide a tool allowance, to be paid annually, to each mechanic in the amount of \$200.00.

**Section 12.16** The Cooperative agrees to provide the bargaining unit with a payroll deduction option to participate in the IBEW PAC COPE Fund if the employee voluntarily chooses to participate at any time in the future.

### **Article XIII Duration of Agreement**

**Section 13.01** This Agreement is effective July 1, 2017, and shall remain in effect through June 30, 2022.

This agreement may be changed or terminated by either party giving written notice to the other party of its desire to change or terminate the Agreement not less than sixty (60) days prior to the expiration of this Agreement. If neither party gives such notice, this Agreement shall continue in full force and effect from year to year until at least sixty (60) days notice is given prior to any June 30 anniversary date.

This Agreement represents the full and complete understanding between the Cooperative and the Union and its members, and replaces any and all letters of understanding or supplemental agreements, which may have preceded it. Any such agreements or understanding and any claimed or unclaimed past practice rights of employees which are not specifically set forth in this Agreement or extended by writing as of the date of this Agreement are considered terminated.

\*The Bargaining Unit will reduce to writing all claimed past practices and provide by September 30, 2000, together with any letters of understanding, which the Bargaining Unit decides should be continued. The Cooperative's management and the Bargaining Unit Committee will meet to negotiate and determine the mutually accepted past practices and continuing letters of understanding. The bargaining Unit may reduce to writing and propose omitted claimed past practices for negotiations until July 20, 2001.

All claimed past practices and letters of intent which the parties subsequently agree were binding just prior to the date this agreement was signed or which the parties agree should be continued will be made a part of the contract as if included as of the date the agreement was signed. Any claimed past practices and letters of understanding on which the parties cannot agree shall be submitted to binding and final arbitration using the arbitration procedures set forth in the collective bargaining agreement. The arbitrator shall have the authority to and shall determine which of the claimed practices and letters of understanding were in fact binding just prior to the date this contract was signed. Any practices or letters of understanding that the arbitrator finds

were in fact binding just prior to the date of this contract was signed shall be made a part of the contract as if they had been included in the signed contract.

**Wayne-White Counties Electric Cooperative**

By: *Daryl Donjon*  
Daryl Donjon, President/CEO

6-17-2017  
Date:

**International Brotherhood of Electrical Workers  
Local Union 702**

By: *Steve Hughart*  
Steve Hughart, Business Manager

6-9-17  
Date:

By: *Jason Woolard*  
Jason Woolard, Business Representative

6-7-17  
Date:



May 1, 2008

Daryl Donjon, President  
Wayne-White Electric Cooperative  
P.O. Drawer E  
Fairfield, IL 62837

**Re: Overtime Hours during Storm Restorations**

Dear Daryl:

This letter is a follow up to the discussions that were held in negotiations yesterday and the day before. In attendance at negotiations were Jack Emery, Ruby Green, Dennis Estes, Aaron Halley, you and me. Gerry Kinney was also in attendance with us on April 29, 2008.

You discussed the current agreement with the employees about the way in which they are compensated for out of state (IL) storms. You said that the Cooperative will continue to pay the employees double time for all hours worked on storm restoration out of state, and would not bargain any changes to the current way in which this is being applied. We agree with you on this.

You also agreed that your intent is to now apply a similar understanding to the way in which the Cooperative will compensate employees who work off property in state (IL) as well. You said that the Cooperative would pay double time to employees who reach that rate of pay, in accordance with the contract, for all hours worked beyond this time until the restoration is completed, or until it is agreed that the employee is released to return home. It was also agreed that the Cooperative will expect that employees who are planning to return home, rest for eight (8) hours prior to returning to their home cooperative, but will be paid double time for all hours worked until they return.

The last part of our discussion involved excessive overtime worked within the Wayne White territories. We agreed that there may be times when an employee is found to be exhausted due to extensive amounts of overtime during periods of restoration efforts, and it was agreed that the Cooperative would allow an employee an extended break period to assure that the employee is not putting themselves, fellow employees, the public, or the Cooperative's equipment in jeopardy. It was understood that the Cooperative would look at this closely to see if it is being abused and may take action to stop any of the privilege.

Sincerely,  
IBEW Local Union 702

Jason Woolard, Business Representative

JW:an

Cc: Jack Emery, steward  
Gerry Kinney, steward  
Ruby Green, steward  
Dennis Estes, steward  
Aaron Halley, mgt