

**AGREEMENT BETWEEN**



# **Southern Illinois Electric Cooperative**

A Touchstone Energy<sup>®</sup> Cooperative 

**SOUTHERN ILLINOIS ELECTRIC COOPERATIVE, INC.  
(CLERICAL)**

**AND**



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

**JANUARY 1, 2021 through DECEMBER 31, 2025**

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***THIS AGREEMENT** and the provisions thereof, when signed by the authorized representatives of the Cooperative and the Union and approved by the President of the International Brotherhood of Electrical Workers, shall be binding upon the Cooperative, its successors and assigns and shall take effect January 1, 2021, and shall remain in full force and effect until and including December 31, 2025, and shall continue in full force and effect from year to year thereafter until it has been canceled or amended by the giving of sixty (60) days written notice from one party to the other.*

*Should either party give notice to amend the Agreement, as specified in the previous paragraph, it is specifically agreed that any ensuing discussions shall be limited to the specific issues for amendment raised in the notice to amend and in reply thereto. During the pendency of these negotiations, even if the negotiations shall continue past the anniversary date (or expiration date) of the Agreement, the Agreement shall continue in full force and effect and provided that all adjustments are retroactive to the anniversary date.*

## **ARTICLE I**

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

**SECTION 1.01**      *The Cooperative recognizes Local Union 702 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent and representative of the employees for the classifications as set forth in Appendix "A".*

**SECTION 1.02**      *It shall be a condition of employment that all employees of the Cooperative covered by this Agreement as set forth in Section 1.01 who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. New employees and present employees who are not members of the Union on the effective date of this Agreement shall become and remain members in good standing in the*

*Union on the thirty-first day following the effective date of this Agreement or the date of their employment whichever is the later and must, as a condition of employment, remain a member in good standing as that term is construed under the law.*

**SECTION 1.03**      *Union dues and/or C.O.P.E. contributions will be checked off of pay only on the separate written order of the individual employee subject to revocation by him/her at any time by means of a separate written order. The Company will notify the Union at once on the receipt of any such notice of revocation.*

## **ARTICLE II**

### **RECOGNITION OF MANAGEMENT RIGHTS**

**SECTION 2.01**      *The Union recognizes that the management of the Cooperative, the direction of the working forces, the determination of the number of employees 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 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 the duly accredited officers and committees of the Union in the following manner on differences that may arise between the Cooperative and the Union.*

### **SECTION 3.03**

(a) *In case of any disagreement, coming under the scope of this Agreement or any amendments thereof, arising between the Cooperative and any employee, employees, and/or the Union, such disagreement shall first be presented by such employee, employees or the Union to the exempt Supervisor of the Cooperative in charge of the work and the Business Representative of the Local within ten (10) working days from the date the employee knew (or should have known) of the acts or causes giving rise to the grievance. If it cannot be worked out between the exempt Supervisor and Business Representative then within ten (10) working days of the meeting between the exempt Supervisor and the Business Representative it shall be presented to the General Manager who shall respond in writing to the Union within ten (10) working days.*

(b) *Any differences that may arise between the Cooperative and the Local Union concerning wage reviews at dates specified in the Agreement or concerning amendments to the Agreement at any anniversary or termination date which the representatives of the Cooperative and the Local Union are unable to settle shall be submitted at the request of either party to arbitration as provided in Section 3.05.*

**SECTION 3.04** *In case of a failure to agree in this manner, the Business Manager and/or Assistant Business Manager of the Union who may be accompanied by a committee of employees of the Cooperative shall endeavor to adjust disagreements with the General 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 written notice to the other within thirty (30) working days after the meeting in Section 3.04. Failure to give this notice will prohibit the issue from being arbitrated. Upon timely notice to arbitrate, either party hereto may call upon the Director of Federal Mediation and Conciliation Services in Washington, D.C. to provide a list of arbitrators. A decision rendered by a majority of the Arbitration Board shall be final and binding on both parties.*

## **ARTICLE IV**

### **SENIORITY**

**SECTION 4.01**      *Seniority as used herein is defined as a total length of employment credit accruing through employment in the Cooperative in the manner and to the extent hereinafter set forth which entitles him/her to the rights and preferences provided for in this Article.*

**SECTION 4.02**      *Seniority for each regular 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/her seniority has been broken as hereinafter provided in Section 4.04. If his/her seniority has been broken and he/she is reemployed, then and in that event his/her seniority after having been reemployed for a period of six (6) months within a period of twelve (12) consecutive months shall begin on the first date of reemployment after his/her most recent loss of seniority hereunder. Such six (6) month periods set forth above shall constitute a probationary period of employment.*

*Should two or more employees begin working on the same calendar day, such employees' seniority shall be determined by the drawing of lots and they shall be credited with seniority according to the number drawn.*

*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 with the Cooperative prior to being employed or reemployed hereunder.*

**SECTION 4.03**      *When making a 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 inverse order of their established seniority. An employee to be laid off shall be entitled to exercise seniority in the departments set forth in Appendix A of this Agreement without interrupting his/her continuity of employment as follows, provided in all cases he/she has the qualifications required to perform the duties of the employee displaced:*

1.      *He/she may exercise seniority in the department in which he/she is employed over the employee of like employee classification who possesses the least seniority in the department, or at his/her option, over the employee of lesser employee classification within the department who possesses the least seniority in the classification under consideration.*

2.      *If he/she does not possess seniority within his/her department to displace an employee of like classification, he/she may exercise seniority in other departments, displacing only the employee who possesses the least seniority in any employee classification.*

3.      *An employee who receives notice of layoff and desires to exercise seniority shall notify the Cooperative within five (5) days after such notice. The Cooperative shall not be required to consider employees who failed to give notice as prescribed herein; but, consideration shall be given the employees who at the time are absent on account of sick leave, vacation or other valid reasons.*

(c) *The foregoing provisions of (a) and (b) would not apply when the application thereof would result in the Cooperative being required to lay off employees possessed of skills essential to properly perform the work available at time of the layoff not possessed by employees having greater seniority.*

(d) *When adding employees, those having established seniority most recently laid off on account of curtailment of work shall be the first among those holding seniority to be reemployed if available and physically able to return to work, provided they have the qualifications required.*

**SECTION 4.04** *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 reasons for his/her absence are given.*

(d) *If an employee who has been laid off fails to return to work within three (3) days after being properly notified to report for work and does not give a satisfactory reason for failing to report.*

(e) *If an employee is laid off for twenty-four (24) consecutive months, he/she shall, however, not lose his/her seniority if it exceeds the twenty-four (24) months unless he/she is laid off for a continuous period equal to the seniority he/she had acquired under Section 4.02 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 4.05**      *In filling vacancies or newly created positions, promotions shall be by departments as set forth in Appendix A of this Agreement; ability and qualifications being sufficient, seniority shall prevail.*

(a)      *If there are no qualified employees in the department under consideration who will accept the promotion, then promotions shall apply to employees in the remaining departments.*

*When it is necessary to add employees and employees who have been laid off are called back, when they have not lost their seniority, they shall have the rights to exercise their seniority over those of lesser seniority in the vacancy to be filled or the new position.*

(b)      *Should an employee deny a promotion, it shall have no effect on his/her future promotions.*

(c)      *An employee promoted to a new position will be given a reasonable opportunity to demonstrate his/her qualifications and ability. If he/she does not qualify in a reasonable time, he/she shall be returned to the position he/she formerly held.*

(d)      *When vacancies occur or when new positions are created within the department of Appendix A 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. When necessary, temporary assignments will be made for the period the position is considered open.*

(e)      *For those promotional vacancies that are filled by current employees, they shall move to the next highest progression above their current salary. It is the intent that no employee promoted shall take a cut in pay but shall benefit from the next highest step available to them in the training progression for the promotional position that they successfully bid for.*

**SECTION 4.06** *An employee who has established seniority, if he/she can be separated from duty, may be granted a leave of absence upon approval from the Cooperative and while on such leave, he/she shall not forfeit any such seniority he/she may heretofore have established provided he/she does not overstay his/her 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 reemployed unless he/she registers with the Cooperative either in person or by registered mail, at least once each year and within thirty (30) days prior to the following January 1st, of the year under consideration.*

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

**SECTION 4.08** *The Cooperative and the Union may by mutual agreement suspend or alter the provisions of this Article in case of mutual desire to provide employment for an employee who has been partially disabled while in the employ of the Cooperative on or off duty or while on authorized leave serving in the United States Military Service.*

## **ARTICLE V**

### **GENERAL RULES AND WORKING CONDITIONS**

**SECTION 5.01**      *Five consecutive days, Monday through Friday, shall constitute a workweek on all jobs except the Engineering & Operations Specialist and the Building & Grounds Maintenance Coordinator workweek shall be Tuesday through Saturday. Eight (8) hours shall constitute a workday. Employees' work schedule shall be from 8:00 A.M. to 4:00 P.M., except for the Building & Grounds Maintenance Coordinator whose work schedule shall be from 6:00 A.M. to 2:00 P.M. Employees shall be entitled to thirty (30) minutes time out for lunch.*

*When a holiday falls on a Saturday, Tuesday through Saturday employees' workweek shall be Monday through Friday for that week. When a holiday falls on a Sunday or Monday, these employee's workweek shall be Monday through Friday for that week.*

**SECTION 5.02**      *When an employee is required to attend meetings away from headquarters overnight, the Cooperative shall provide meals and lodging or reimburse to a reasonable amount for expenses actually incurred for meals and lodging.*

**SECTION 5.03**      *When an employee is required to work one and one-half (1 1/2) hours after his/her regular quitting time, he/she shall be provided with a meal, and shall be provided with a meal every five (5) hours thereafter.*

**SECTION 5.04**      *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. Regular employees shall be given two weeks notice prior to date of layoff.*

**SECTION 5.05** *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 in each classification. Employees' names and overtime hours paid shall be posted biweekly on departmental bulletin boards. Employees who have worked for sixteen (16) consecutive hours shall be allowed a rest period of eight (8) hours before returning to work. Pay shall be allowed for the hours of regular working schedules not worked when this rest period extends into the employee's next regular working schedule. If an employee works sixteen (16) consecutive hours, he/she shall be paid double time for work performed in excess of such sixteen hours. If an employee is recalled to work after his/her regular workday with less than six (6) hours rest, the actual time worked prior to his/her recall shall be computed for the purpose of determining such sixteen (16) hours. In the administration of Section 5.05, the Cooperative has the right to send home employee(s) who qualify for a rest period, the Cooperative may elect to replace employee(s) on a rest period with the next employee(s) on the call-out list. An employee on a rest period can only accept an assignment from an exempt Cooperative Supervisor.*

**SECTION 5.06** *When an employee is called to work outside of his/her regular working hours on a regularly scheduled workday, he/she shall receive not less than two (2) hours time at the rate of time and one-half except that if he/she works longer than two (2) hours, he/she shall receive time and one-half for the entire time worked before his/her regular starting time after which time the regular rate of pay will become effective.*

**SECTION 5.07** *When an employee is called for work on a day other than his/her regular scheduled workdays, he/she shall receive not less than two (2) hours time at the applicable overtime rate and in case he/she works longer than two (2) hours, he/she shall receive the applicable overtime rate for all time worked.*

**SECTION 5.08**      *The following will be recognized as holidays and all employees will be excused from work with straight time pay: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day or the days celebrated therefore. Should any holiday fall on a Saturday, the preceding Friday shall be recognized as a non-working holiday. Any work actually performed on any such recognized Friday holiday will be compensated for at time and one-half. Time worked for holidays or days celebrated as holidays falling within the workweek shall be compensated for at double time which shall be in addition to the regular time.*

**SECTION 5.09**      *When employees are called for work on Sundays or holidays, they shall receive double time for the entire time worked and in no case shall they receive less than two (2) hours time at the rate of double time.*

**SECTION 5.10**      *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, City, and National elections provided they are eligible to vote and do vote.*

**SECTION 5.11**      *Employees shall not be required to use their personal cars for Cooperative business, but in case they do, will be reimbursed to a reasonable amount for the use of the same.*

**SECTION 5.12**      *No employee covered by this Agreement shall absent himself/herself from duty without securing permission from the manager or his/her representative and in case of illness shall use every effort to notify the manager or his/her representative in ample time before working hours.*

**SECTION 5.13**      *All first-aid equipment is to be furnished by the Cooperative.*

**SECTION 5.14** *An employee performing jury service during his/her regularly scheduled hours shall do so without loss of pay and shall remit all fees for such service to the Cooperative, provided the employee presents the jury summons to the manager of the Cooperative the first scheduled workday following its receipt.*

**SECTION 5.15**

*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. The Union and Employer agree that on January 1, 2021, the group medical plan for active employees covered by this Collective Bargaining Agreement is the LINE CONSTRUCTION BENEFIT FUND [Lineco]. Beginning on January 1, 2021 to December 31, 2025, the Cooperatives shall pay 100% of group health plan (Lineco) premium. Any changes to the existing group medical plan of benefits that are imposed upon the Employer 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. Any changes in the premium cost as a result of the changes imposed by the group plan (whether increases or decreases) shall be passed along to the Employer.*

*Provided that dependents of a deceased employee are eligible for continued medical coverage, the Employer will pay the entire premium for such coverage for a period of two (2) years following the employee's death; and, at the end of the two (2) year period, the Employer shall pay seventy-five percent (75%) of the monthly health care premium and the then insured(s) shall pay twenty-five percent (25%) of the monthly insurance premium. This provision also applies to retired employees. For any health plan, including the Lineco health plan, providing health care coverage under this paragraph, the financial obligations of the Employer in this*

*paragraph will cease: (1) if provisions in the June 1, 2009 Lineco Summary Plan Description addressing Surviving Dependent Eligibility (currently on pages 22 and 23) and/or Termination of Dependents Benefits (currently on pages 24 and 25) apply to surviving insured(s); (2) if any similar SPD provisions of the other health plans apply to the surviving insured(s); and/or (3) if in conflict with any SPD provision or prohibited by any SPD of any health plan.*

*Effective January 1, 2021, the Union and Employer agree that the Lineco group medical plan will only provide for Utility Employee coverage as defined in the June 1, 2009 Summary Plan Description (currently on page 25).*

*All applicable Medicare eligible retirees and/or spouses who retired prior to 1/1/11 and who are eligible for retiree medical contribution under this Agreement from their previous employment may select a Medicare Supplement Plan and a Medicare Prescription Part D Plan of their choice. The Employer agrees to pay 75% of the total premium for said coverage. The Employer will not be responsible for any portion of premium reimbursement that is paid by another party (such as another employer's contribution to said plans). All applicable Medicare eligible retirees and/or spouses are required to provide a copy of all invoices for said coverage to the Employer on the intervals received by the applicable healthcare provider. The payments made by the Employer will be made thru a direct deposit transaction to the applicable retiree's and/or spouse's account. The direct deposit payment will be made within the first five [5] business days of each month. In the event an applicable Medicare eligible retiree and/or spouse who retired prior to 1/1/11 does not obtain healthcare coverage plans under this paragraph or does not provide a copy of the invoices for said healthcare plans, the Employer will not make any contribution nor payment toward the retiree's and/or spouse's healthcare coverage.*

*All applicable Medicare eligible retirees and/or spouses who retired prior to 1/1/11 and who are eligible for retiree medical contribution under this Agreement from their previous employment,*

*may obtain alternative medical coverage (such as coverage under a spouse's active group medical plan) which has a lower premium than a Medicare Supplemental Plan and Medicare Prescription Part D Plan, and the Employer will reimburse for 75% of the portion of the premium paid by the retiree and/or spouse. The Employer will not be responsible for any portion of premium reimbursement that is paid by another party (such as another employer's contribution to said plans). All applicable Medicare eligible retirees and/or spouses are required to provide a copy of all invoices for said coverage to the Employer on the intervals received by the applicable healthcare provider. The payments made by the Employer will be made thru a direct deposit transaction to the applicable retiree's and/or spouse's account. The direct deposit payment will be made within the first five [5] business days of each month.*

*A Medicare eligible retiree who was hired before July 1, 2010 and retired on or after 1/1/11, spouse, or dependent may obtain alternative medical coverage (such as coverage under a spouse's active group medical plan or a Medicare Supplemental Plan and Medicare Prescription Part D) which has a lower premium than Lineco, and the Employer will reimburse for 75% of the portion of the premium paid by the retiree and/or spouse. The Employer will not be responsible for any portion of premium reimbursement that is paid by another party (such as another employer's contribution to said plans). The total dollar amount of the Employer's obligation for reimbursement in this paragraph shall not exceed the total dollar amount that would be reimbursed for applicable Lineco plan(s). If in the future Lineco no longer offers coverage to retirees and/or their spouses age 65 and over, then in that event those Medicare eligible retirees and/or spouses previously covered under Lineco who would otherwise be eligible for post-retirement healthcare insurance contributions from the Employer under this Agreement may select a Medicare Supplement Plan and a Medicare Prescription Part D Plan of their choice. Under those circumstances, the Employer agrees to pay 75% of the total premium for said coverage and all applicable Medicare eligible retirees and/or spouses are required to provide a*

*copy of all invoices for said coverage to the Employer on the intervals received by the applicable healthcare provider. The payments made by the Employer will be made thru a direct deposit transaction to the applicable retiree's and/or spouse's account. The direct deposit payment will be made within the first five [5] business days of each month.*

*The parties agree that retiree medical benefits under this Agreement also covers an eligible retiree's spouse regardless of the date of marriage, and an eligible retiree's non-spousal dependents as defined by the active plan's definition of dependent at the time of retirement.*

*Current retirees can change coverage [for example single to family or vice versa] and will receive from the applicable Cooperative its 75% monthly contribution to the different premium based on the documentation from the current health insurance carrier.*

*If a health insurance provider under this Agreement requests an employee Wellness Summary or similar request, the employee insured will provide a completed Wellness Summary to the Employer.*

*For those employees hired before July 1, 2010 who retire after January 1, 2011 from Employer's Cooperative, Employer will agree to continue paying 75% of the total premium for said coverage provided that the employee must be age fifty-eight (58) in order to be eligible for the benefit. The foregoing provisions for retired employees shall not be available to an employee who may otherwise be eligible, but who leaves the Cooperative prior to the age of sixty (60) to work for another employer. In that event, the Cooperative will no longer be required to pay for the health insurance of that employee or dependents. For those employees hired after July 1, 1995, the employee must retire from the Cooperative, be age fifty-eight (58) and have twenty (20) years of continuous service with the Employer's Cooperative in order to be eligible for the benefit. Time off for disability shall not be deemed a break in continuous service. There will be no post-retirement health insurance provided by or paid for by the Employer for any employee whether*

*part time, temporary or full-time employee hired on or after July 1, 2010. The Employer shall pay two percent (2%) of the gross wages only for full time employees hired on or after July 1, 2010 and those funds will be sent to the SOUTHERN ILLINOIS ELECTRICAL RETIREE WELFARE FUND, a trust administered by a Board of Trustees with the day-to-day administration of the business of the fund provided by the IBEW-NECA Service Center, Inc. which provides services as contract administrator on behalf of the Trustees of the Plan.*

*The Employer agrees to contribute to an employee's 401k Plan, an amount equal to \$750.00 annually, or three percent (3%) of an employee's annual gross wage, whichever is greater. Additionally, the Employer will match an employee's contribution up to four percent (4%) of gross wages. Contributions will be made on a pay period basis.*

*The Summary Plan Description of the Retirement Security Plan contains the multiplier.*

*The Long-Term Disability (LTD) benefit in effect during the July 1, 2004 – June 30, 2007 Collective Bargaining Agreement contract term is amended effective September 1, 2007 to change the benefit level from fifty percent (50%) of an employee's base monthly earnings to sixty six and two thirds percent (66 2/3%) of an employee's base monthly earnings. This benefit will coordinate with Social Security, NRECA will assist, where appropriate, members approved for disability under the NRECA plan with social security disability cases, appeals preparation and presentations at no fee to employees. The Union recognized the disability definition change, distributions made under any defined benefit pension plan as an offset, and the other changes in the LTD program as explained at negotiation in the May 23, 2007 presentation. Effective January 1, 2008, the Cooperatives and the Union agree that the current age sixty-five (65) plan will be amended to an age sixty (60) plan that coincides with the normal retirement age of the R & S Plan.*

*The life insurance benefit in effect during the July 1, 2004 – June 30, 2007 Collective*

*Bargaining Agreement contract term is amended effective September 1, 2007 that the Cooperative will provide life insurance at three (3) times an employee's base salary with the premium paid one hundred percent (100%) by the Cooperative.*

*The Cooperative will pay fifty percent (50%) of the premium for \$10,000 Dependent Life Insurance coverage for an employee's spouse and dependent children effective January 1, 2008. The Union accepts the changes in the Life Insurance program offered to its members by the Cooperative as explained at negotiations in the May 23, 2007 presentation. Employee spouse life coverage is no longer granted an exception and is subject to a reduction schedule when eligible employee reaches age 70.*

**SECTION 5.16** *Wages shall be paid by direct deposit every two weeks on Friday except when Friday is a holiday and then payday shall be on Thursday. Wages will be paid in accordance with Appendix A.*

**SECTION 5.17** *In the event that any of the provisions of this Agreement shall conflict with any State or Federal law or presidential regulations, such provisions shall be deemed to be modified sufficiently in respect to either or both parties to the extent necessary to comply with such laws or regulations and the remaining portion of this Agreement shall remain in full force and effect.*

**SECTION 5.18** *Any employee temporarily assigned to another employee's job with a higher rate of pay for four (4) hours or more shall receive the same rate of pay he/she would have received had he/she bid into the classification of the employee being replaced.*

**SECTION 5.19** *In applying and interpreting the terms of this Agreement, the use of the masculine pronoun (he/she or him/her) is all-inclusive of employees covered by this Agreement and refers to the feminine gender (she or her) as well as to the masculine.*

**SECTION 5.20** *The Employer may cross-train employees between positions. Cross-training will be offered on a seniority basis and once the employee is trained (finishing course requirements) will be entitled to the rate of pay for the cross-trained position (if greater) in accordance with the provisions of Section 5.18. Irrespective of the cross-trained employee's qualifications, when vacancies are posted for bidding, they shall be filled in accordance with Section 4.05.*

**SECTION 5.21** *Effective July 1, 2010, new employees or employees promoted to the Accountant's position shall be required to have a four (4) year Bachelor's Degree in Accounting.*

*Effective July 1, 2001, anyone who is promoted to or hired into the Engineering & Operations Specialist Position will be required to attend any training or schooling deemed necessary and related to the Engineering & Operations Specialist's position. The Cooperative shall pay the expense and compensate the employee for time spent in class in accordance with the Fair Labor Standards Act. Employees hired outside of the Cooperative for this position may be hired under whatever educational requirements the Cooperative may impose.*

*Failure of any employee promoted or hired into the Engineering & Operations Specialist position to maintain a "C" average will result in a return of that employee to their former position or if none, termination from employment.*

*Effective July 1, 2004, new employees or employees promoted to the Assistant Engineer position shall be required to have an Associate Degree in Engineering Technology or equivalent educational training.*

**ARTICLE VI**  
**VACATIONS**

**SECTION 6.01** *Employees who have been in the service of the Cooperative less than six (6) consecutive months prior to January 1st shall accrue one (1) days vacation per month beginning with the second month of employment. Employees who have been in the service of the Cooperative more than six (6) consecutive months but less than one (1) year prior to preceding January 1 and who continue in the employ of the Cooperative not less than sixty (60) days during the current year, shall receive five (5) working days vacation in the current year with pay. Employees who have been in the service of the Cooperative one (1) year or more prior to January 1, shall receive ten (10) working days vacation with pay. Vacations may accumulate to not more than thirty (30) working days at rate earned.*

**SECTION 6.02** *Employees with six (6) years of service shall receive fifteen (15) working days of vacation in the current year.*

<b>Vacation Service Credit</b>	<b>Vacation</b>
10 Years	16 Days
13 Years	17 Days
15 Years	20 Days
23 Years	25 Days

**SECTION 6.03** *An employee with thirty (30) years of service or more shall receive on his/her anniversary date of employment forty (40) hours pay as an extra week of vacation pay.*

**SECTION 6.04** *Terminal leave pay shall be allowed to each employee when his/her service with the Cooperative is terminated. Terminal leave pay shall be computed on the same basis as vacation pay as provided in Section 6.01 and 6.02. In the event terminal leave pay as above computed results in fractional day of terminal leave pay, fractions of one-half day or more shall be considered as a full day and fractions of less than one-half day shall not be considered.*

**SECTION 6.05** *An employee must have performed work in the calendar year preceding January 1 to be eligible for vacation benefits.*

**SECTION 6.06** *Should an employee require hospitalization during his/her vacation period, those days spent in the hospital shall be converted from vacation days to sick days.*

**ARTICLE VII**  
**SICKNESS, DISABILITY, PHYSICAL INJURY**  
**AND DEATH IN THE FAMILY**

**SECTION 7.01** *After six (6) months of continuous employment, the Cooperative will allow sick leave to regular employees without payroll deductions not to exceed fifteen (15) working days in any calendar year except the unused usual sick leave time shall be allowed to accumulate to a maximum not to exceed sixty-five (65) working days in any calendar year, providing an employee shall not be entitled to the fifteen (15) sick leave days in a calendar year when he/she had not performed work in the preceding calendar year.*

**SECTION 7.02** *After six (6) months of continuous employment, the Cooperative will allow loss of time without payroll deductions not to exceed three (3) working days in a calendar year for doctor visits or hospitalization for any sickness in his/her immediate family, namely, spouse, son or daughter (living in employee's home, or in case of separation or divorce son or daughter living with the other parent within the jurisdictional area of the Four Cooperatives), step-child living in the household, mother, father, mother-in-law, or father-in-law, or Court ordered custody dependents (this does not include foster children).*

**SECTION 7.03** If an employee has abused the sick benefit clause, said employee will be subject to discharge or discipline for just cause and Article III of this working Agreement shall be applied to such case.

**SECTION 7.04** *The Cooperative will allow loss of time without payroll deductions not to exceed three (3) working days when a death occurs in the immediate family; namely, spouse, son, daughter, mother, grandchild, father, mother-in-law, or father-in-law for the purposes of attending the funeral or making arrangements therefore.*

*The Cooperative will allow loss of time without payroll deductions not to exceed three (3) working days when a death occurs to an employee's brother or sister while residing in the employee's household and two (2) working days will be allowed without payroll deduction when a brother or sister lives elsewhere for the purposes of attending the funeral or making arrangements therefore.*

**SECTION 7.05** *After six (6) months of continuous employment a regular employee who is disabled in the course of his/her employment and who is unable to return to his/her 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/she is entitled under said Act and one hundred percent (100%) of his/her regular pay at his/her regular straight time hourly rate, for the first sixty-five (65) working days of his/her disability.*

**SECTION 7.06** *Employees, who on December 31, 1997, have sixty-five (65) or more days of personal sick leave on the books, will be eligible to participate in a bonus program that will provide for up to three (3) personal days per year to be taken, starting in 1999. Employees, who have sixty-eight (68) days on the books as of December 31, 1998, will be entitled to one (1) personal day. Employees with seventy-one (71) days will be entitled to two (2) personal days,*

*and employees with seventy-four (74) days, will be entitled to three (3) personal days. The personal days are non-cumulative from year to year, and if not used, are lost. Each employee must, at the end of the calendar year prior to the eligibility year, have at least sixty-five (65) of personal sick leave days before he is eligible for this bonus. In no event, may an employee carry more than sixty-five (65) days over to January 1st of the following year.*

## **ARTICLE VIII**

### **SPECIAL RULES APPLYING TO TEMPORARY EMPLOYEES**

**SECTION 8.01**      *A temporary employee shall not have seniority until he/she has completed six (6) months of continuous service, after which he/she shall become a permanent employee within the meaning of this Agreement and his/her seniority shall begin as of the first date of his/her employment.*

**SECTION 8.02**      *The provisions of Article IV, VI, VII, and Sections 5.03, 5.05 and 5.09 of Article V shall not apply to temporary employees.*

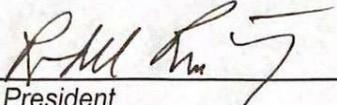
**SECTION 8.03**      *When making a reduction in the number of temporary employees, those most recently hired shall be laid off first.*

## **ARTICLE IX**

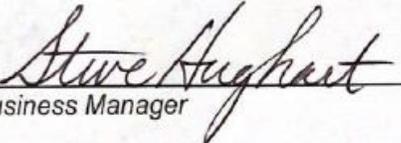
### **NON-DISCRIMINATION**

*Both parties to this Agreement agree that there shall be no discrimination against anyone regarding hire or tenure of employment because of race, creed, color, national origin, sex or religion.*

SOUTHERN ILLINOIS ELECTRIC COOPERATIVE, INC.

BY:  Date: 1/12/2021  
President

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

BY:  Date: 1/13/2021  
Business Manager

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**2/16/2021**  
  
Lonnie R. Stephenson, Int'l President  
This approval does not make the  
International a party to this agreement

**APPENDIX A**  
**SOUTHERN ILLINOIS ELECTRIC COOPERATIVE**  
**Clerical Collective Bargaining Agreement**  
**WAGE RATES**

	3.00%	3.00%	3.00%	3.00%	3.00%
	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
<b><u>ENGINEERING</u></b>					
<b>Asst. Engineer</b>	\$37.60	\$38.73	\$39.89	\$41.09	\$42.32
2nd 9 Months	\$35.67	\$36.74	\$37.84	\$38.98	\$40.15
1st 9 Months	\$33.81	\$34.82	\$35.86	\$36.94	\$38.05
<b>Engineering &amp; Operations Specialist</b>	\$33.77	\$34.78	\$35.82	\$36.89	\$38.00
2nd 9 Months	\$32.06	\$33.02	\$34.01	\$35.03	\$36.08
1st 9 Months	\$30.42	\$31.33	\$32.27	\$33.24	\$34.24
<b>Staking Engineer</b>	\$32.77	\$33.75	\$34.76	\$35.80	\$36.87
2nd 9 Months	\$31.16	\$32.09	\$33.05	\$34.04	\$35.06
1st 9 Months	\$29.52	\$30.41	\$31.32	\$32.26	\$33.23
<b><u>CLERICAL</u></b>					
<b>Records Specialist</b>	\$22.86	\$23.55	\$24.26	\$24.99	\$25.74
2nd 9 Months	\$21.68	\$22.33	\$23.00	\$23.69	\$24.40
1st 9 Months	\$20.53	\$21.15	\$21.78	\$22.43	\$23.10
<b>Office Services Coordinator</b>	\$33.77	\$34.78	\$35.82	\$36.89	\$38.00
2nd 9 Months	\$32.06	\$33.02	\$34.01	\$35.03	\$36.08
1st 9 Months	\$30.42	\$31.33	\$32.27	\$33.24	\$34.24
<b>Office Services Representative</b>	\$25.41	\$26.17	\$26.96	\$27.77	\$28.60
2nd 9 Months	\$24.13	\$24.85	\$25.60	\$26.37	\$27.16
1st 9 Months	\$22.89	\$23.58	\$24.29	\$25.02	\$25.77
<b>Cashier/Receptionist</b>	\$25.41	\$26.17	\$26.96	\$27.77	\$28.60
2nd 9 Months	\$24.13	\$24.85	\$25.60	\$26.37	\$27.16
1st 9 Months	\$22.89	\$23.58	\$24.29	\$25.02	\$25.77
<b>Building &amp; Grounds Maintenance Coordinator</b>	\$24.18	\$24.91	\$25.66	\$26.43	\$27.22
2nd 9 Months	\$22.98	\$23.67	\$24.38	\$25.11	\$25.86
1st 9 Months	\$21.76	\$22.41	\$23.08	\$23.77	\$24.48
<b>Member Services Representative</b>	\$25.41	\$26.17	\$26.96	\$27.77	\$28.60
2nd 9 Months	\$24.13	\$24.85	\$25.60	\$26.37	\$27.16
1st 9 Months	\$22.89	\$23.58	\$24.29	\$25.02	\$25.77