

INDEX

ARTICLE I	- SCOPE	1
ARTICLE II	- RECOGNITION	1-2
ARTICLE III	- MANAGEMENT CLAUSE	2
ARTICLE IV	- CONTINUITY OF OPERATION	2-3
ARTICLE V	- GRIEVANCE PROCEDURE	3
ARTICLE VI	- VACATIONS	4
ARTICLE VII	- HOURS OF WORK-OVERTIME	4-8
ARTICLE VIII	- WAGES	8-11
ARTICLE IX	- SENIORITY	11-13
ARTICLE X	- SICKNESS AND ACCIDENT PLAN	13-14
ARTICLE XI	- LEAVE OF ABSENCE	15
ARTICLE XII	- HEALTH AND SAFETY	15-16
ARTICLE XIII	- INSURANCE AND RETIREMENT	16-19
ARTICLE XIV	- MISCELLANEOUS	19-20
ARTICLE XV	- EMPLOYEES' COOPERATION	20
ARTICLE XVI	- TERM OF AGREEMENT	20-21
ARTICLE XVII	- APPROVAL	21

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2013, by and between the GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION OF GRAYSON, KENTUCKY, hereinafter referred to as the COOPERATIVE, and LOCAL UNION NO. 317 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter referred to as the UNION, as the collective bargaining representative for the employees of the COOPERATIVE in the classifications listed in Article VIII, Section 5 of this Agreement.

WITNESSETH:

WHEREAS, the COOPERATIVE and the UNION have a common and sympathetic interest in the electrical industry, and together with the Public will benefit from harmonious working arrangements for the adjustments of differences by rational and common sense methods, and therefore, for the purpose of facilitating the peaceful adjustments of differences that may arise from time to time, and to promote harmony and efficiency to the end that the COOPERATIVE, the UNION and the GENERAL PUBLIC may be benefited, the parties hereto contract and agree with each other as follows:

TO WIT:

ARTICLE I SCOPE

This Agreement shall constitute the complete agreement between the parties hereto with reference to wages, hours, working conditions and conditions of employment. Any additions, waivers, deletions, changes, amendments or modifications that may be made to this Agreement shall be effected through the collective bargaining process between authorized representatives of the COOPERATIVE and the UNION, subject to ratification by the employees of the COOPERATIVE covered by this Agreement. All other understandings between the parties not incorporated herein by reference or otherwise, at the effective date of this Agreement, are hereby terminated, with the exception of existing policies of the COOPERATIVE covering health and sanitation of employees while at work, which may or may not be incorporated in this Agreement. Any interpretation of this Agreement or of amendments hereto can be a proper subject for the grievance procedure.

ARTICLE II RECOGNITION

Section 1. In conformity with the Labor Management Relations Act of 1947, as amended, the COOPERATIVE recognizes the UNION as the sole and exclusive bargaining agent for those hourly employees, excluding salaried, supervisory and office personnel, included in the National Labor Relations Board Certification No. 9 RC-4683 with respect to rates of pay, wages, hours of employment, and other conditions of employment. The COOPERATIVE will bargain with no other UNION for the representation of employees within the bargaining unit during the life of this Agreement.

Section 2. The term "employee" as used herein shall mean any person represented by the UNION as set forth in Article II, Section 1 of this Agreement.

Section 3. As a means of informing all employees as to their rights, privileges and obligations under this Agreement, the UNION agrees to furnish a copy of this Agreement to each employee.

Section 4. All employees who are members of the UNION on the effective date of this Agreement shall be required to remain members of the UNION in good standing as a condition of employment during the term of this Agreement. Local Union 317 will provide the COOPERATIVE a complete and current membership list, updated as necessary. Huntington Local 317 will provide the COOPERATIVE with an enrollment card for any new UNION member before the 31st day of employment, so that UNION dues can be added to his/her payroll deduction. The COOPERATIVE agrees to collect UNION dues and remit them to Huntington Local 317 on a quarterly basis, and also to collect kitty fund dues and remit them to Local 317 treasurer on a monthly basis. New employees and employees who are not now members of the UNION shall be required to become and remain members of the UNION in good standing as a condition of employment within thirty-one (31) days following the date of their employment or the effective date of the Agreement, whichever is later. The terms of this Agreement shall apply to all such employees prior to their becoming members of the UNION.

Section 5. The COOPERATIVE agrees not to discriminate against any employee on account of UNION membership or UNION activity. The COOPERATIVE agrees to withhold UNION dues through the weekly payroll deduction plan and submit them to the Union Hall.

Section 6. The COOPERATIVE will recognize the following number of properly certified UNION representatives for the purpose of representing employees in the manners specified in this Agreement.

- (a) Business Manager of Local Union No. 317.
- (b) Assistant Business Manager of Local Union No. 317.
- (c) Immediate I.B.E.W. International Representative.
- (d) The Joint Conference Committee Consisting of three (3) representatives of the UNION.
- (e) Steward.

When a properly certified UNION representative is unable to participate as specified by this Agreement for any reason, the UNION will notify the COOPERATIVE within twenty-four (24) hours and the COOPERATIVE will recognize an alternate, certified by the UNION, who may act for him.

ARTICLE III MANAGEMENT CLAUSE

President & CEO of the COOPERATIVE has the exclusive authority to execute all of the various functions and responsibilities incident hereto which are vested in the COOPERATIVE. The direction of the workforce, the establishment of plant policies; the determination of the processes and means of operations, the units of personnel required to perform such processes and other responsibilities incidental to the operation and maintenance of the electrical system are vested in the COOPERATIVE. Such duties, functions, and responsibilities shall include the management of the work; the direction of the work, the supervision, direction and control of the working force, the right to hire, the right to discharge, right to discipline for just cause, or place employees, and are vested exclusively in the COOPERATIVE. The UNION shall not abridge this right provided there is no discrimination and nothing is done in violation of this Agreement. Nothing in this Agreement shall be construed to in any way restrict the installation, use, or application of labor saving devices, or equipment, provided safety of employees is not jeopardized. The UNION will be notified of any changes in **Board Policy # 504 Sick Leave, Accrual of Sick Leave and Accounting of Sick Leave Earned, Board Policy # 505 Payment of Sick Leave Upon Retirement or Termination, Board Policy # 510 Vacation, Board Policy # 511 Jury Duty, Board Policy # 512 Family Leave, Military Leave, etc., and Board Policy # 514 Insurance Benefits.**

The exercise of such authority shall not conflict with the rights of the UNION under the terms of this Agreement.

ARTICLE IV CONTINUITY OF OPERATION

Section 1. The UNION agrees that it will not authorize a strike, work stoppage, picket line, slow down or secondary boycott for the life of this Agreement. The COOPERATIVE agrees that it will not engage in a lockout.

Section 2. All questions, disputes or controversies under this Agreement shall be settled and determined solely and exclusively by the grievance and arbitration procedures provided in this Agreement.

Section 3. When an employee or employees participate in an act violating this article, the UNION agrees that the COOPERATIVE shall have the right to suspend, discipline or discharge, at its discretion, the employee or employees responsible for participating in the strike, work stoppage, picket line, slow down or secondary boycott.

ARTICLE V GRIEVANCE PROCEDURE

Section 1. Any complaint, grievance or dispute that may arise with respect to the application or performance of this Agreement between the COOPERATIVE and the UNION or its members shall be taken up for settlement in the simplest and most direct manner. Any such complaint, grievance or dispute must be filed in Step 1 within five (5) days of the occurrence of such complaint, grievance, or dispute exclusive of Saturdays, Sundays or Holidays. If a complaint, grievance or dispute is not filed within the time limit set forth herein for filing or an appeal is not taken within the time limits set forth in Steps 1 through 4, it shall be barred and shall not be subject to further appeal. Except where by mutual consent another procedure is agreed upon, such matters shall be handled in accordance with the following steps:

Step 1. Between the employee or employees concerned together with the UNION'S Steward and the Department Head of the aggrieved employee.

Step 2. Should any matter not be adjusted in the first step above within forty-eight (48) hours, exclusive of Sundays and holidays, it shall be reduced to writing and referred to the President & CEO of the COOPERATIVE and the Business Manager of the UNION.

Step 3. All questions or disputes which are not adjusted within ten (10) days as a result of the above procedure shall then be referred to a Joint Conference Committee of three (3) representatives of the UNION and three (3) representatives of the COOPERATIVE. Each party shall have the privilege of changing representatives upon the proper notice to the other party. The Joint Conference Committee shall meet within forty-eight (48) hours after such notice is given either party. It shall select its own secretary and chairman.

Step 4. If not satisfactorily adjusted after exhausting all of the above steps, the grievance or complaint shall be referred to arbitration provided such grievance involves an interpretation of the meaning or application of the terms of this Agreement, according to the following procedures:

- (a) The COOPERATIVE and the UNION will each appoint an arbitrator to represent them.
- (b) Within five (5) days, the parties shall jointly request the American Arbitration Association to appoint a third member, both parties to be bound by such appointment.
- (c) Each party shall defray the expenses of its members of the Board of Arbitration and the fee and expenses of the third member shall be borne equally by the parties, together with any incidental or general expenses in connection with the arbitration mutually agreed upon in advance.
- (d) The Arbitration Board's decision must be in accordance with the terms of this Agreement and has no authority to change, subtract from, or add to, its terms in any way. The majority decision of the Board shall be final and binding on both parties.

Section 2. If, after investigation, the employee or employees are found to have been unjustly terminated or suspended, such employee or employees shall be reinstated without loss of seniority or pay for all time lost. In any case which results in arbitration, the arbitrator shall have the discretion to determine the seniority and/or pay, if any, which an employee shall receive if he/she has been terminated or suspended.

ARTICLE VI VACATIONS

Section 1. An employee will be entitled to a vacation with pay in each calendar year, based upon the length of his/her continuous service in accordance with the following schedule:

- (a) One year but less than eight years of continuous service - ten workdays of vacation.
- (b) Eight years or more of continuous service - one additional day of vacation for each additional year of continuous service, including the eighth year, not to exceed twenty-six (26) workdays of vacation.
- (c) An employee must complete the full minimum continuous service requirements before becoming eligible to take vacation or additional vacation.

Section 2. The vacation period shall be on a calendar year basis from January 1, to December 31, inclusive.

- (a) An employee may carry forward into the succeeding year a maximum of 30 days of vacation earned, but not taken, or after 12 years of service may sell back to the COOPERATIVE vacation time in accordance with **Board Policy # 510 Vacation**.
- (b) No employee may be credited at the beginning of any calendar year with more than 30 days of previously accumulated vacation. All vacation earned in excess of the 30 day carry over will be taken within the vacation period.

Section 3. If a day observed as a holiday occurs during an employee's vacation such employee shall receive an additional day of vacation.

Section 4. Vacations are scheduled by the COOPERATIVE to be taken during the vacation period. Preference within a department as to dates will be given on the basis of seniority, provided such preference is indicated prior to February 1st.

An employee entitled to ten (10) workdays of vacation shall take at least one full work week of vacation at one time. The remaining balance of vacation may be taken or carried over in accordance with **Board Policy 510 Vacation**.

No pay will be made to an employee in lieu of vacation time, except after an employee becomes eligible for fifteen (15) workdays or more annual vacation in accordance with **Board Policy # 510 Vacation**. For the purpose of this sub-section overtime rules applicable to vacation time are hereby suspended.

Section 5. An employee who is laid off, released or discharged or who resigns will be paid for vacation earned but not taken at the time his/her employment is terminated.

Section 6. In the event an employee who is entitled to a vacation dies before he/she has taken that vacation, the person designated as beneficiary of his/her Group Life Insurance shall be entitled to his/her vacation pay.

ARTICLE VII HOURS OF WORK-OVERTIME

Section 1. Definitions:

Standard Workday means the continuous eight (8) hour period, excluding an interval of thirty (30) minutes for lunch, between the hours of 7:30 a.m. and 4:00 p.m., in any given day.

Standard Workweek means five (5) standard workdays, Monday through Friday inclusive within a workweek, amounting to a total of forty (40) hours.

Section 2. Employees will have a non-paid meal period of thirty (30) minutes to begin not earlier than three and one-half (3½) hours or later than five (5) hours after the start of the standard workdays. For a meal period outside of these hours required by the COOPERATIVE, a premium of thirty (30) minutes of straight time will be paid. If such employees are not permitted a meal period due to emergency conditions, they will be paid at one and one-half (1½) times their base hourly rate for the time worked in excess of eight (8) hours, as provided elsewhere in this Agreement.

Section 3. For all established work requiring twenty-four (24) hour periods to cover, shifts will be established provided such work continues for a minimum of five (5) consecutive days. The following schedule shall apply for all such shift work:

<u>SHIFT</u>	<u>HOURS</u>	<u>HOURS TO BE PAID</u>	<u>AT BASE HOURLY RATE</u>
1st	Standard workday as defined in Section 1 above.		8
2nd	Starting at the end of the standard workday and continuing for eight (8) hours including a meal period.		8
3rd	Commencing seven and one-half (7½) hours prior to the start of the standard workday and continuing for seven and one-half (7½) hours including a meal period.		8

For the purpose of Section 6 of this article, the shift an employee is assigned to shall be considered as his/her standard workday.

Section 4. Employees shall not be required to work outside during inclement weather as determined by the COOPERATIVE except to restore service because of emergency conditions. Employees shall be assigned to work inside or under shelter during such weather. Such assignments shall not be for more than the standard workday or workweek. Thus the employee is assured a full week's pay unless conditions warrant a reduction in force during the standard workweek. Due to the fact that construction and maintenance, are the only classifications directly affected by inclement weather, they shall not be required to climb poles or towers in temperatures of 0 degrees to 10 degrees above zero. This does not, restrict the line crew from doing other kinds of line work.

Section 5.

- (a) Overtime at the rate of one and one-half (1½) times his/her base hourly rate will be paid to an employee for all hours worked in excess of the hours in the standard work day or work week.
- (b) An employee will not be required to take off a corresponding amount of time in any of his/her subsequent standard workdays to offset any overtime worked.
- (c) Overtime will not be paid to an employee for travel to and from meetings and conferences held outside of the COOPERATIVE'S service area. Pay for such attendance shall be at the employee's base hourly rate for each standard workday employee is in attendance.

Section 6. An employee required to report for work before his/her regularly scheduled starting time shall receive not less than two (2) hours pay at one and one-half (1½) times his/her base hourly rate, or one and one half (1½) his/her regular rate for such work performed, whichever is greater. Such employee shall not be required to take off a corresponding amount of time before the end of his/her standard workweek.

Section 7. An employee who IS REQUIRED TO WORK PAST 4:30 P.M. DURING THE REGULAR WORK DAY will receive not less than two (2) hours pay at one and one-half (1½) time his/her base hourly rate, or one and one-half (1½) times his/her regular rate for such work performed, whichever is greater.

Section 8. Holidays not worked, jury duty time, vacations, and funeral absences, which are compensated for under other appropriate provisions of this Agreement, will be credited as hours worked in computing overtime except that, to avoid duplication, there will be credited only eight (8) hours for any one (1) calendar day.

Section 9.

- (a) An employee required to work overtime shall be allowed time to eat in accordance with applicable state laws.
- (b) An employee who is required to work overtime and who works ten (10) or more continuous and successive hours will be paid a meal allowance, by attaching a receipt for the meal with the names of all workers who ate written on back, unless the meal is provided by the COOPERATIVE. If the meal is paid by the Cooperative, the senior employee will see that all names of those who ate are listed on the back of the charge ticket. Any meal allowance will be paid within seven (7) days of the submission of a receipt
- (c) No time will be deducted for meal periods during such overtime work, it being understood that they will be made as short as possible.

Section 10.

- (a) The following holidays will be observed: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day. Any employee who has served in the United States Military will be entitled to a holiday on Veteran's Day. **(In accordance with Board Policy # 513 Holidays)**
- (b) Should Christmas fall on a Saturday, the preceding Thursday and Friday will be observed as holidays. Should Christmas fall on Sunday, Monday and Tuesday will be observed as holidays.
- (c) Should one of these holidays fall on a Saturday, it will be observed on the Friday preceding. Should one of these holidays fall on a Sunday, it shall be observed on the Monday following. Work on such Saturdays or Sundays shall not be compensated for under the holiday pay rules.
- (d) An employee who works on a day observed as a holiday will be paid at the rate of one and one-half (1½) times his/her base hourly rate for all such time worked, plus an amount equal to eight (8) times his/her base hourly rate, provided he/she meets the requirements.

Section 11. In cases of emergencies, an employee on vacation may be recalled from vacation, and in such event, he/she shall be paid one and one-half (1½) times his/her base hourly rate for actual time worked in addition to vacation pay as provided in Article VI, Section 1, or, with the approval of the employee's Department Head, equivalent hours may be taken off in lieu thereof.

Section 12. An employee who is required to serve on a municipal, county, state or federal petit, or grand jury, or who is subpoenaed as a witness in any case to testify as to facts observed by him/her shall be paid for such service at his/her base hourly rate for the time lost from his/her standard workday by reason of such service in accordance with **Board Policy # 511 Jury Duty**, subject to the following provisions:

- (a) An employee called for jury duty or as a witness and who is temporarily excused from attendance at court must report for work if a four hour period of time remains to be worked in his/her standard workday.

Section 13. Employees may not trade days off except with the prior approval of their respective Department Heads, and provided further that no overtime premium is involved.

Section 14. It shall be the responsibility of the Accounting/Payroll Clerk to keep a record of overtime worked. Weekly reports shall be posted on the Cooperative's bulletin boards by the Manager of Operations

There shall be six (6) maintenance areas currently based on the following:

Rowan County and West Elliott County
Lawrence County and South Elliott County
North Elliott County and South Carter County
Middle Carter County and North Elliott County
Carter County and South Greenup County
North Greenup County and Lewis County

There shall be two (2) overtime areas, north of Grayson Lake and south of Grayson Lake. The boundaries of these areas shall be defined exclusively by the President & CEO and shall be based on the changing demographics of the COOPERATIVE.

Maintenance personnel assigned to each section of these areas shall be first called for overtime. He /she shall be assisted by the next available Construction Department employee who is qualified for the necessary work, with consideration given to the fair and equitable distribution of available overtime work. A record of all employees called, available and unavailable, shall be kept by the Dispatcher and by the Accounting/Payroll Clerk. In fairness to all employees, every effort shall be made to equitably distribute overtime among employees in each classification within each service area. This does not, however, restrict qualified employees from working where ever necessary. Maintenance Leadmen should make every effort to call the classification necessary to perform the job safely.

It should be recognized that some departments offer very little overtime, but should be allowed to share in overtime in other departments on work they are qualified to do and make themselves available for.

Distribution of overtime shall be considered equitable if employees who live in the sections/areas defined by the **COOPERATIVE** are within one week (40 hours) of each other.

The goal of the COOPERATIVE is to minimize the length of time any member is out of power. Every effort will be made, consistent with COOPERATIVE policy, to balance fairness of overtime with minimal response time.

- (a) Applicable overtime lists which have been established shall be posted and kept up-to-date as overtime occurs.
- (b) When determined during a standard workday that additional personnel are needed for a period of time after the end of the standard workday, the overtime will be offered to those employees who are working.
- (c) If a new employee is hired or if an employee moves to a new department he/she shall be put on the Called Overtime list according to his/her seniority and charged with the same hours as the person of the same classification having the maximum hours charged on the list.
- (d) Employees who miss overtime because they are absent for any reason, or who refuse when offered, or who are not readily available by telephone, will be charged overtime as having been offered the overtime. The Department Head or Dispatcher shall maintain a record of telephone contacts and such record will be made available to the Steward on request. Time shall be charged against an employee who is unavailable due to worker's compensation, sick leave, vacation or personal leave or any other reason.

Excessive refusal or unavailability for overtime can cause undue hardship on other employees and will not be tolerated by management. Excessive unavailability may subject an employee to disciplinary measures. It is the responsibility of every employee to make themselves available for work during times of emergency, and in such cases, to contact COOPERATIVE personnel for instruction.

- (e) Overtime of less than thirty (30) minutes will not be charged.
- (f) On the effective date of this Agreement all prior records of overtime are null and void.

Section 15. Overtime shall not be duplicated for the same hours under any of the terms of this Agreement, and to the extent that hours are compensated for as overtime under one provision they shall not be counted as hours worked in determining overtime compensation under the same or any other provisions, except as specifically provided therefore.

Section 16. An employee who has completed his/her probationary period and is a member of a reserve component of the Armed Forces and who is required to enter upon active annual temporary training duty, shall be paid the difference between the amount of pay he/she received from the Federal or State government for such duty and his/her base hourly rate for the time lost while on such duty up to a maximum period of two (2) weeks per year, subject to the following provisions:

- (a) An employee must submit to his/her Department Head, as soon as possible after receipt, evidence of orders to report for training.
- (b) When the employee returns to work he/she must submit to his/her Department Head a statement supporting payment for such duty.
- (c) Time off from work paid for under this section will not be counted as hours worked in the computation of overtime or premium pay.

ARTICLE VIII WAGES

Section 1. The base hourly rates, labor grades and job classifications as set forth in Section 6 of this Article shall have been fixed on a permanent basis which remains in effect for the duration of this Agreement.

Section 2. An employee who moves to a classification having a higher labor grade shall begin at the starting rate of the higher labor grade. However, if such starting rate is the same or less than his/her existing rate, he/she shall begin at the next step rate of the higher labor grade above his/her existing rate, but not to exceed the maximum.

Section 3. An employee who at the request of the COOPERATIVE is temporarily required to do the work in a classification other than his/her own shall suffer no reduction in his/her rate of pay. An employee assigned temporarily to do work in a job classification in a higher labor grade will be paid at the starting rate for the higher labor grade.

Section 4. An employee recalled to a classification will assume a rate at the same relative position in the rate range as he/she had established when placed on the recall list for such classification.

Section 5. The COOPERATIVE agrees to pay Maintenance Leadman's pay to at least one person in the north area and the south area at all times. It shall be at the discretion of the COOPERATIVE whether to substitute a Maintenance Leadman on a daily basis, in accordance with the work load. If an employee is designated to substitute for a Maintenance Leadman, he/she shall be paid Maintenance Leadman's pay for regular or overtime work.

WAGES

Effective:	<u>01/01/13</u>	<u>01/01/14</u>	<u>01/01/15</u>	<u>01/01/16</u>	<u>01/01/17</u>	
Construction Leadman	\$32.47	\$33.72	\$34.97	\$36.22	\$37.47	
Maintenance Leadman	\$31.47	\$32.72	\$33.97	\$35.22	\$36.47	
Lineman 1 st Class	\$30.35	\$31.60	\$32.85	\$34.10	\$35.35	
Apprentice/Fourth Year	Ninety-five percent (95%) of the then existing wage rate for Lineman 1 st Class					
Apprentice/Third Year	Ninety percent (90%) of the then existing wage rate for Lineman 1 st Class					
Apprentice/Second Year	Eighty percent (80%) of the then existing wage rate for Lineman 1 st Class					
Apprentice/First Year	Seventy-five percent (75%) of the then existing wage rate for Lineman 1 st Class					
Warehouseman	\$31.36	\$32.61	\$33.86	\$35.11	\$36.36	
Engineering Party Chief	\$30.64	\$31.89	\$33.14	\$34.39	\$35.64	
Assist. Eng. Party Chief	\$28.69	\$29.94	\$31.19	\$32.44	\$33.69	
Transit Man	\$27.61	\$28.86	\$30.11	\$31.36	\$32.61	
Meterman 1 st Class	\$29.87	\$31.12	\$32.37	\$33.62	\$34.87	
Meterman 2 nd Class	\$27.93	\$29.18	\$30.43	\$31.68	\$32.93	
Meterman 3 rd Class	\$26.43	\$27.68	\$28.93	\$30.18	\$31.43	
Mechanic	\$27.93	\$29.18	\$30.43	\$31.68	\$32.93	
Groundman 15 years service	\$27.80	\$29.05	\$30.30	\$31.55	\$32.80	
With 1-15 years service	\$26.43	\$27.68	\$28.93	\$30.18	\$31.43	
With 0-1 years of service	\$25.56	\$26.81	\$28.06	\$29.31	\$30.56	

**** THE FOLLOWING CLASSIFICATIONS ARE CURRENTLY VACANT**

Effective	<u>01/01/13</u>	<u>01/01/14</u>	<u>01/01/15</u>	<u>01/01/16</u>	<u>01/01/17</u>	
Truck Driver/Groundman	\$27.17	\$28.42	\$29.67	\$30.92	\$32.17	
With 8 years of service	\$27.61	\$28.86	\$30.11	\$31.36	\$32.61	
With 15 years of service	\$28.48	\$29.73	\$30.98	\$32.23	\$33.48	
Groundman/Right-of-way Supervisor	\$28.80	\$30.05	\$31.30	\$32.55	\$33.80	
Laborer	\$24.39	\$25.64	\$26.89	\$28.14	\$29.39	

25 CENT PER HOUR BONUS-UNION EMPLOYEES WITH OVER 20 YEARS OF SERVICE

Section 7. Effective July 1, 1975, all employees covered by this Agreement shall be paid on Friday of each week following one week's preparation time, from Sunday 12:01 a.m. to Saturday 12:00 p.m. In order to implement policy of paying on Friday of each week, the first payday will fall on July 13, 1975. When payday falls on a holiday, employees will be paid on the preceding day. (Amended 5/1/98)

In the event of a voluntary termination of employment an employee's final pay will be mailed or otherwise delivered on the regular scheduled payday. In the event of involuntary termination of employment the final pay will be mailed or otherwise delivered at the earliest practicable date.

Section 8. If a full-time employee (member of the UNION) is required to cut right-of-way, he/she will be paid at his/her regular rate of pay, plus fringes.

Section 9. Apprenticeship Program

The Apprenticeship Program for the position of (Lineman) shall be approved by the Kentucky Labor Cabinet. and administered by the COOPERATIVE. The determination of whether or not there is a need for a person in the Apprenticeship Program shall be made independently and exclusively by the COOPERATIVE. Such person or persons shall be selected by the COOPERATIVE and eligibility for entry into the Apprenticeship Program shall be that established by the Apprenticeship Program as now exists or which may hereafter be adopted by the COOPERATIVE. Selection of such apprentices by the COOPERATIVE will be on the basis of qualifications and all applications will be afforded equal opportunity without regard to race, color, national origin, age or handicap so long as the applicants meet the qualifications established by the Apprenticeship Program.

Training which takes place as part of the Apprenticeship Program and shall be established and outlined in such Apprenticeship Program or such other program as may be adopted by the COOPERATIVE. The term of the Apprenticeship Program, training, schooling, responsibilities and obligations of the apprentice, standards of performance and other such matters shall be that which are contained in the Apprenticeship Program or other program as may be adopted by the COOPERATIVE.

The term of apprenticeship shall not be less than four (4) years of continuous employment. Apprentices will be paid at the following hourly rates of pay:

Apprentice/First Year - Seventy-five percent (75%) of the then existing wage rate for Lineman First Class.

Apprentice/Second Year - Eighty percent (80%) of the then-existing wage rate for Lineman First Class.

Apprentice/Third Year - Ninety percent (90%) of the then-existing wage rate for Lineman First Class.

Apprentice/Fourth Year - Ninety-five percent (95%) of the then-existing wage rate for First Class Lineman

First Class Lineman

An apprentice shall be on probation throughout the entire period of the Apprenticeship Program and shall accrue no seniority until such time as he/she has completed the full Apprenticeship Program. At the point in time when an Apprentice completes the entire Apprenticeship Program and is accepted as a regular employee of the COOPERATIVE, then his/her seniority shall date from the first day of employment in the Apprenticeship program. In the event of a reduction of force in the Lineman classification, Apprentices shall be laid off first and, in the event more than one (1) Apprentice is involved in the Apprenticeship Program, such Apprentices shall be laid off in such order as the COOPERATIVE shall determine in its sole discretion.

An employee who leaves the Apprenticeship Program prior to completion shall have no transfer of other rights under the Agreement and his/her employment shall terminate. Further, the employment of any such Apprentice shall automatically terminate upon (1) failure of such Apprentice to comply or carry out any term or condition of the Apprenticeship Program; (2) failure to pass any periodic written, practical or other examination or (3) for such other reasons as may be determined by the COOPERATIVE. Under no circumstances, shall such termination of employment be subject to the grievance-arbitration procedure set forth in Article V of the Agreement. (Formerly Addendum #1 dated May 1, 1978).

ARTICLE IX SENIORITY

Section 1. Definitions:

- (a) Seniority - An employee shall become eligible for UNION membership on the thirty-first day of his/her employment and his/her seniority shall commence on the ninety-first day of his/her employment.
- (b) Vacancy - Shall be declared when it becomes necessary to place an employee in an existing or newly created position.
- (c) Surplus - A reduction of employees within a classification.

Section 2. An employee's continuous service with the COOPERATIVE shall consist of time actually spent on the payroll plus properly approved absences from work, to be determined under the following rules:

- (a) An employee may be granted a leave of absence not to exceed one (1) year for military service. All other requests for leave of absence are covered in various Board Policies, including Family Medical Leave and personal illness. If the leave of absence is granted, the employee shall not accumulate seniority, sick leave days, vacation days or holidays during that time, but will not lose prior seniority. The terms and conditions of **Board Policy 512 Leave of Absence, Military Leave, etc.**, shall prevail.
- (b) An employee who leaves the employment of the COOPERATIVE to enter the Armed Forces, either by enlistment or by draft, shall be reinstated as provided by Federal Law upon application within ninety (90) days after honorable discharge, provided he/she qualified under the seniority rules and is physically capable of performing the work required. Upon reinstatement, such employee will be given credit for continuous service prior to entering the Armed Forces plus credit for time spent in such service.
- (c) If any employee is laid off because of a reduction in force he/she must notify the COOPERATIVE in writing every ninety (90) days of his/her willingness to remain on the recall list to be given credit for continuous service prior to such layoff. If such layoff continues for more than two (2) years, he/she will not be given credit for continuous service prior to layoff.
- (d) An employee shall lose his/her continuous service when he/she is discharged, when he/she resigns, or when he/she is on the recall list and declines or fails to report or make satisfactory arrangements within five (5) working days after being notified of a re-employment opportunity. If such employee is later rehired, he/she shall be considered a new employee and his/her continuous service shall date from the date of his/her most recent hire.

An employee shall be considered to be notified of a re-employment opportunity when an offer of re-employment has been sent by registered mail to his/her address as recorded in his/her employee records.

Section 3. A new employee shall be considered a probationary employee and shall have no seniority rights for the first ninety (90) days of his/her employment. A probationary employee shall be subject to layoff, discipline, or discharge at the sole discretion of the COOPERATIVE provided there is no discrimination and nothing is done in violation of this Agreement.

Section 4. Reduction in force.

- (a) When a reduction in force is to be made in a classification, those having the least amount of classification seniority shall be the first to be declared surplus.
- (b) In accordance with (a), the employee with the least classification seniority may exercise one of the following options:
 - 1. Transfer to another department and/or classification for which he/she is qualified and displace any employee with less seniority.
 - 2. Accept a layoff.
- (c) An employee physically handicapped by reason of occupational injury while employed by the COOPERATIVE shall be given special consideration, subject to his/her qualifications and seniority if a vacancy occurs. Under no circumstances will the Cooperative be obligated to create a position to accommodate a handicapped/disabled employee.

An employee will be expected to return to work after extended sick leave upon receipt of a medical release from an attending physician and approved by the Cooperative's Workers Compensation Plan. Extended medical leave is defined as 10 weeks. The Cooperative reserves the right to review each individual situation with the Cooperative's Workers Compensation Plan administrators and attending physician. If it is determined that an employee is not likely to reach 100 percent recovery and is unable to meet the demands of his/her current position, that employee shall rely on the remedy available to them through Worker's Compensation and/or Long Term Disability.

- (d) In the event of a surplus, the Steward will be given a list of the names of employees who are surplus.
- (e) In the event of a layoff, the COOPERATIVE will mail to the UNION office a list of the names of the employees laid off.
- (f) When a reduction in force is necessary, the COOPERATIVE will notify employees who are affected as far in advance as possible.

Section 5. Filling a vacancy.

- (a) When the COOPERATIVE has determined that a vacancy exists in a classification, qualified employees on recall to that classification will be recalled in order of classification seniority, whether they have displaced other employees at the COOPERATIVE or have left the COOPERATIVE and are on the recall list.
- (b) When a vacancy cannot be filled by the procedures in (a) above, it will be posted for seven (7) calendar days at mutually agreed upon COOPERATIVE locations.
- (c) Vacancies will be awarded to the employee with the most seniority in another classification, who is qualified, and who has signed the posting subject to approval by the COOPERATIVE President & CEO. In the event a grievance is filed concerning qualifications under the preceding sentence, it shall be initiated at Step 2 of the grievance procedure. The hearing may be attended by the aggrieved employee and a representative of the UNION. If the grievance is not settled satisfactorily, it may be appealed to the Third Step in the grievance procedure. In the event a dispute concerning qualifications is referred by either party to arbitration, the Arbitration Board, as defined in Article V, Section 1, Step 4, of the Agreement shall have the authority to render a decision based on the criteria established by the COOPERATIVE.
 - 1. An employee who has been awarded a vacancy will be transferred as soon as possible but not later than thirty (30) days after being notified of the award.

2. An employee who has been awarded a vacancy will be required to accept the vacancy.
 3. An employee awarded a vacancy will be given up to thirty (30) days with proper instructions to learn the job. If he/she is unable to learn the job he/she may return to his/her base classification and displace the employee with the least classification seniority.
 4. When a vacancy cannot be filled by the procedure outlined above, consideration will be given to a qualified employee not on the active payroll but on an active recall list.
 5. Employees awarded vacancies will be advised by letter by the COOPERATIVE.
 6. After vacancies have been awarded, a list of the employees awarded such vacancies will be posted at each posting location. These lists will be identified, showing the classification in which the award was made. Copies of these lists will be sent to the UNION.
- (d) Pending the filling of a vacancy or in the assignment of an employee to temporarily fill a vacancy, the procedure below will be followed:
1. The classification from which supervision determines an assignment can be made will be canvassed in order of their seniority; if no one desires to move, the least senior employee is assigned temporarily to fill a vacancy. He/she will be returned to his/her prior assignment when the vacancy is permanently filled.

Section 6.

- (a) Within thirty (30) days after the date of this Agreement, the COOPERATIVE shall furnish the Business Manager of the UNION a seniority list and shall further post such list on the COOPERATIVE bulletin boards as shall be mutually agreed upon. This list shall be open for correction for a period of thirty (30) days thereafter and, if any employee does not make a protest in writing to his/her Department Head with a copy to the UNION within such thirty (30) day period, his/her seniority shall be as shown on the list.
- (b) Each six (6) months, current copies of seniority lists will be furnished by the COOPERATIVE for use by certified UNION representatives.

Section 7. The COOPERATIVE and the UNION agree not to discriminate against employees because of a "disability" as that term is defined and as is prohibited by the Americans with Disabilities Act and Kentucky law.

ARTICLE X SICKNESS AND ACCIDENT PLAN

Non-Occupational Disability Pay

Non occupational disability shall be handled in accordance with **Board Policy 504 Sick Leave, Accrual of Sick Leave and Accounting of Sick Leave Earned** and in accordance with all federal and state laws.

Section 1. Eligibility: Provided the "Conditions of Payment" outlined in Section 2 below are met, an employee will be eligible to receive non- occupational disability payments if:

- (a) He/she has completed ninety days (90) of continuous service as determined in accordance with the rules set forth in Article IX, Section 2.
- (b) He/she provides the COOPERATIVE, if it feels there is misuse of the sickness and accident plan and so requests, with a doctor's certificate subject to confirmation by a doctor selected by the COOPERATIVE.

Section 2. Conditions for payment: Non-occupational disability payments shall not be made for:

- (a) Any sickness or injury caused indirectly by war or riot; or
- (b) Any intentionally self-inflicted injury.
- (c) Any employee who is absent from work because of an occupational disability arising out of and in the course of his employment, or purposely self-inflicted, or due to willful misconduct, violation of plant rules, or refusal to use safety appliances.

Section 3. Accrual and Amount of Payment.

- (a) Payments at the employee's base hourly rate shall be made for non-occupational disability not to exceed the number of days of sick leave accrued to the employees credit.
- (b) Employees shall accrue sick leave at the rate of one (1) working day per month, with a maximum limitation of one hundred twenty (120) days that can be accumulated. Employees shall be required to furnish a doctor's certificate to substantiate all illness claims that exceed three (3) days. Any sick days which an employee has in excess of one hundred twenty (120) days will be paid by December 31 of the year involved. Further, employees will be permitted to use up to three (3) days of accumulated sick leave per year in accordance with **Board Policy # 504 Sick Leave, Accrual of Sick Leave and Accounting of Sick Leave** earned as personal days. In order to take such days, an employee must notify, and obtain approval of the employee's immediate supervisor before the employee's shift begins.
- (c) Payments are applicable only for the standard working schedule of forty (40) hours per week or eight (8) hours per day, Saturdays, Sundays, and holidays excluded.
- (d) An employee shall not be required to furnish a doctor's slip for a three (3) day absence from work due to illness. In the event an employee is found to be abusing the leave of absence clause by substantial proof, the COOPERATIVE upon written notification to the UNION Steward and Local Union 317 of the I.B.E.W. may immediately suspend the said employee three (3) working days without pay. The employee will be subject to immediate dismissal upon second violation. (Amended 5/1/75)
- (e) An employee shall be paid all accumulated sick leave at age 62 and upon retirement from the COOPERATIVE.

Section 4. All disability payments provided for in this Agreement shall be reduced by the amount or amounts of any other benefit which might provide through state or federal legislation or workmen's compensation from the same type of disability and for the same period of absence. Such period of absence to be deducted from accrued sick leave.

Section 5. For any accident or sickness which qualifies for weekly benefits under the NRECA Comprehensive Major Medical Coverage Program, the employee will be required to exhaust all days of sick leave accrued to the employee's credit prior to being eligible for any such accident and sickness weekly benefits. Such checks which are received by an employee prior to exhausting days of sick leave accrued to his/her credit will be endorsed payable to the COOPERATIVE. **Board Policy 504 Sick Leave, Accrual of Sick Leave and Accounting of Sick Leave Earned.**

Section 6. Occupational Disability

Occupational disability shall be handled in accordance with **Board Policy # 504 Sick Leave, Accrual of Sick Leave and Accounting of Sick Leave Earned** and in compliance with all state and federal laws.

ARTICLE XI LEAVE OF ABSENCE

Section 1. Leave of Absence Without Pay

- (a) An employee may be granted a leave of absence for personal reasons without pay up to fifteen (15) consecutive calendar days upon application to the COOPERATIVE in writing, provided the employee presents evidence acceptable to the COOPERATIVE that such leave of absence is for a reasonable purpose and provided further that such leave of absence will not unreasonably interfere with operations. Such leave may be extended where necessary upon application for extension in writing and upon presentation of evidence satisfactory to the COOPERATIVE that such extensions is necessary, provided such extension does not unreasonably interfere with operations.
- (b) An employee will be granted a leave of absence for the period of a medical disability upon presentation of evidence satisfactory to the COOPERATIVE. An employee who returns to work after a leave of absence for medical disability will be reinstated in the classification which he/she left, provided he/she first obtains a medical clearance from his/her personal doctor, subject to the confirmation by a doctor, selected by the COOPERATIVE. (The doctor selected by the COOPERATIVE will be paid directly by the COOPERATIVE.)
- (c) Leave of Absence with Pay:
 - (1) An employee will be granted a reasonable leave of absence with pay in accordance with **Board Policy # 512 Leave of Absence, Military Leave, etc.**

Section 2. An employee who is absent from work for three (3) of his/her successive scheduled workdays, without notifying the COOPERATIVE, unless physically unable, will be considered to have resigned voluntarily. If the employee claims that such absence was because he/she was physically unable to work, then he/she shall be required to provide to the COOPERATIVE a doctor's certificate to substantiate that he/she was physically unable to work. The COOPERATIVE reserves the right to require the employee to be examined by a doctor selected by the COOPERATIVE to prove that his/her absence was because he/she was physically unable to work.

Section 3. An employee who does not return to work on his/her first scheduled workday following the expiration of his/her leave of absence or any extension thereof without notifying the COOPERATIVE, unless physically unable, will be considered to have resigned voluntarily. If the employee claims that such absence was because he/she was physically unable to work, then he/she shall be required to provide to the COOPERATIVE a doctor's certificate to substantiate that he/she was physically unable to work. The COOPERATIVE reserves the right to require the employee to be examined by a doctor selected by it to prove that his/her absence was because he/she was physically unable to work.

ARTICLE XII HEALTH AND SAFETY

Section 1. The UNION and the COOPERATIVE will cooperate to further improve the safety program. Employees may present to appropriate supervisor recommendations in writing, on matters relative to safe, sanitary and healthful working conditions. Employees will be advised in writing of any action taken on said recommendations by the COOPERATIVE.

Section 2. The UNION Steward in addition to his/her representative functions shall be designated as the Employees' Safety Representative. If an employee feels that he/she is being required to work under conditions which are unsafe, beyond the normal hazards of the operation in question, the employee may, after discussing the matter with his/her Department Head, contact the Employees' Safety Representative to discuss the problem. If the problem is not resolved with the employee's Department Head, the Employee's Safety Representative may contact the President & CEO of the COOPERATIVE for a final decision. Any discipline for safety reasons shall be reviewed with the IBEW Business Manager.

Section 3. The COOPERATIVE will continue to make provision for the safety and health of the employees while at work. The COOPERATIVE will provide safety equipment, flame retardant clothing and other devices according to applicable safety codes. Employees will be required to wear FR clothing and use all

safety equipment for their own protection, including fall restraint devices.

The COOPERATIVE will furnish all union employees with OSHA rated flame retardant clothing. Each year, all union employees will receive 5 pairs of FR jeans, 5 FR short sleeved tee shirts, 5 long sleeved FR tee shirts, and 5 FR long sleeved button up shirts. The Cooperative will also furnish FR coveralls, coats/jackets and sweatshirts as needed. The Cooperative will pay for employee's safety straps and/or pole climber gaffs and will furnish fall restraint harnesses when it has been determined by the Safety Committee they are worn to the point they are unsafe to use. Pole climber gaff replacement is limited to pole climbers with replaceable gaffs. Old safety straps and/or pole climber gaffs will become property of the COOPERATIVE for disposal.

The COOPERATIVE will pay one hundred twenty-five dollars (\$125) per year toward the purchase of prescription eyeglasses that meet OSHA standards for safety. The COOPERATIVE will not pay for eye examinations or medical treatment other than that covered by the COOPERATIVE'S medical insurance or workers compensation coverage. The COOPERATIVE will pay the difference in regular license and a Commercial Driver's License for Union members required to have CDL licenses, upon presentation of proper receipt of same.

The Cooperative will pay for the use of employee's personal cell phones in accordance with Board Policy 530, Cell Phone Policy.

The COOPERATIVE will credit each UNION employee's personal 143.00 account in the amount of \$250.00 on January 1st of each year of this agreement for the purchase of approved boots and tools necessary to the job.

Section 4. The COOPERATIVE and the UNION agree to abide by and follow explicitly the safety rules set forth by the National Electrical Safety Code and the National Fire Code-Electrical, safety codes specified by the Rural Utilities Services of the United States Department of Agriculture, safety codes established by the State of Kentucky and its political subdivisions, safety manual for rural electrical systems, and the rules and procedures established by the COOPERATIVE. Copies of these safety codes, rules and procedures will be made available by the COOPERATIVE so that employees may familiarize themselves with same.

In case of conflict between the rules of the various agencies listed above, the one affording the greatest protection to the employees shall apply.

Section 5. When a journeyman lineman is working on energized lines or equipment of 750 volts or above, the journeymen performing the work and the Dispatcher, or other representative designated by the COOPERATIVE, shall determine if and when he/she needs assistance and should be supplied same. At least two qualified workmen shall be provided where work is performed on live circuits of more than 750 volts between conductors. It is hereby agreed and expressly understood that the above does not restrict a qualified workman from working alone, from setting and removing meters, connecting or disconnecting services, opening and closing fuse disconnects, operating OCR's and OCB's (opening and closing) and also CSP or conventional transformers or other routine work. It is agreed that the above does not restrict a qualified workman working alone, from performing the necessary work of restoring service in the sub-station.

Section 6. No less than five (5) employees will be used when erecting poles of greater length than twenty-five (25) feet by hand. This does not include poles erected with mechanized equipment.

ARTICLE XIII INSURANCE & RETIREMENT

Section 1. The current retirement plan will remain in effect during the term of this Agreement under the following conditions:

Effective May 1, 1989 the members of the UNION shall be entitled to retire upon attaining age 62 in accordance with the retirement plan provided for the UNION by the COOPERATIVE through the National Rural Electric Cooperative Association as set out in Article XIII of this Agreement.

Section 2. The COOPERATIVE shall have the right to change insurance carriers for any of the group insurance programs as set forth in this Agreement and in Board Policies at any time and modify and change coverage's at any time. The COOPERATIVE will, however, make reasonable effort to meet with the UNION'S Steward(s) before any changes as described are considered and voted upon by the Plan Representatives. The COOPERATIVE will also meet with the UNION'S Steward(s) after any changes to the Plan are considered, voted upon by the Plan Representatives and made. Nothing in this Agreement will change any of the terms or provisions of the contract or contracts existing between the insurance carrier and the COOPERATIVE, nor require the COOPERATIVE to continue the contract or contracts now existing between the insurance carrier(s) and the COOPERATIVE.

Section 3. The sole purpose of this article is to define those policies for which the COOPERATIVE and the employee will share the cost on the basis stated in Section 4 below.

Section 4. BENEFITS

PROGRAM	ELIGIBILITY	BENEFIT	PAID BY
RS&I	Employees	NRECA – Age 62 Benefit Level 2.0	Cooperative
401K	Employees	NRECA SelectRE – The Cooperative will contribute an amount equal to that portion formerly paid for LTD to a 401K Plan for each employee, in lieu of that contribution. (Effective May 1, 1996)	Cooperative
	Employee		Emp./Voluntary
Major Medical/Hospitalization	Employees, and Eligible Dependents, Attorney & Dependents	Hospitalization/Prescription Drug Health Savings Account, \$3,000/\$6,000 deductible, with a Contribution from the Cooperative of \$3,250 per employee per year.	Cooperative
	Retired Employees & Eligible Dependents	If Medicare eligible, a Medicare supplement plan with prescription drug coverage will be provided. Retired employees under 65 will have coverage the same as an active employee until Medicare eligible. Employees and dependents who are Medicare eligible will not pay for coverage unless they elect to purchase enhanced Drug Coverage. An employee on LTD could become Medicare eligible after 2 years and coverage shall be provided accordingly.	Cooperative
	Spouse/Dependents Of a Deceased Active Employee, Retired Employee and Deceased Active Director	At the death of an active employee or retired employee or deceased employee, coverage selected by the Cooperative will be provided to the Spouse and eligible dependents until other coverage is available to the Spouse/Dependents through an employer, remarriage, or until the dependent child is no longer eligible for coverage. Some contribution to the cost of coverage may be	Cooperative

necessary, according to the participant's choice of plan.

Term Life Insurance	Employees	NRECA Group Term Life of two (2) Times your Salary	Cooperative
	Employees	Additional NRECA Group Life and AD&D coverage for self and dependents.	Cooperative will pay \$50 annually. Additional coverage can be purchased by employee.
	Retirees	NRECA Retired Life Plan	Rtr. Voluntary
Business Travel	Employees	NRECA BTA \$100,000.	Cooperative
Long Term Disability	Employees	NRECA ElectREWAGE begins after 13 weeks of sick leave and or STD until Employee's normal retirement date.	Employee
Short Term Disability	Employees	Cooperative Self- Funded Short Term Disability 66 2/3% (.6667) Board Policy # 504.	Cooperative

DISCONTINUANCE OF BENEFITS

Coverage under each type of benefit will cease on the earliest to occur of the following dates:

1. The date the Plan is discontinued.
2. The date you are no longer eligible for the type of benefit either because of an amendment to the Plan or because you have become a member of an ineligible group of employees.
3. The date that any required contribution on your part is due and unpaid.
4. The date you enter the Armed Forces on full-time active duty.
5. The date an employee becomes eligible for Long Term Disability and Medicare, they will be treated as retired and no longer a part of the Bargaining Unit.
6. The COOPERATIVE recognizes that an employee might have to take temporary long term disability in order to completely recover from an injury or illness and will be treated in accordance with **Board Policy # 524 Reinstatement After Extended Sick Leave**.

The above is subject to the terms and conditions as stated and explained in the individual policies.

Section 5.

- (a) The insurance program stated in Section 4 above will be made available to the employee during the entire period of any approved leave of absence.

- (b) Subject to the limitations of any of the insurance plans, an employee, while on unpaid leave of absence in excess of thirty (30) days, may continue coverage provided he/she makes arrangements to pay the full monthly premium at the time an invoice for such premium is presented to the COOPERATIVE by the insurance carrier. An employee on leave of absence for occupational disability or long-term disability shall not be required to pay any premiums other than those specified in Section 4 above.

Section 6. Whenever the insurance carrier notifies the COOPERATIVE of an increase or decrease in the cost of insurance to the employees, such announcement, immediately upon receipt by the COOPERATIVE, will be placed on all COOPERATIVE bulletin boards and a copy will be forwarded to the Business Manager of the UNION.

ARTICLE XIV MISCELLANEOUS

Section 1. Non-bargaining unit personnel shall not be prevented from performing necessary functions such as instruction or assistance to employees, provided the assistance rendered does not displace any of their personnel doing the work, or from operating equipment or processes in emergencies or for experimental, developmental, statistical and engineering purposes.

Section 2.

- (a) The COOPERATIVE will contract as it deems necessary with experienced professional engineering firms registered in Kentucky, to perform work of a developmental, experimental, statistical or engineering nature, and such firm may perform manual work as required by professional employees within its employment, or the COOPERATIVE may assign employees of the bargaining unit to work with employees of the firm as shall be arranged between the COOPERATIVE and the firm so contracted with.
- (b) The COOPERATIVE agrees that in its notice to Bidders for the construction, erection and/or purchasing of electric utility plant, a statement will be made that this agreement exists between the UNION and the COOPERATIVE.
- (c) The COOPERATIVE will contract, as it deems necessary, for the construction and/or erection of electric transmission, generation and/or distribution plant, building and equipment, and single-phase, membership extensions. The COOPERATIVE will discuss with employees prior to executing such contract, whenever cost analysis indicate the need to contract for labor. It is agreed that Local Union No. 317 of International Brotherhood of Electric Workers may place on file with the COOPERATIVE a list of contractor's signatory to an agreement with I.B.E.W. The COOPERATIVE agrees to send notice to bid on proposed contracts to the contractors on said list. Contracts for construction of single-phase membership extensions will not be executed to replace any employee presently on the active recall list.

Section 3. No employee shall be discriminated against by reason of race, color, or national origin, age or handicap.

Section 4. The UNION shall be permitted the use of exclusive bulletin space in the main office and garage readily accessible to employees for the purpose of posting notices and announcements of official UNION business. The COOPERATIVE will be advised of all such notices before posting.

Section 5. The UNION agrees to furnish the COOPERATIVE with a current list of its accredited representatives. The COOPERATIVE agrees to furnish the UNION with a current list of supervisors concerned with the administration of the provisions of this Agreement. Revisions to such lists are to be furnished as changes are made by either party.

Section 6. The COOPERATIVE will give the UNION prior written notice, where practicable, of changes in policies contained in the COOPERATIVE's Policy Manual which directly affect employees of the bargaining unit.

Section 7. In the event that any of the provisions of this Agreement are found to be in conflict with any valid Federal or State laws now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of these provisions.

Section 8. Should any job classification be omitted from Article VIII, Section 6, or created after the signing of this Agreement, the UNION and the COOPERATIVE shall meet and negotiate to amend this Agreement to include such classification.

Section 9. The COOPERATIVE acknowledges receipt of a copy of the constitution of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and the UNION agrees to notify the COOPERATIVE of any changes or amendments thereof within sixty (60) days after they become effective.

Section 10. Dues Deduction. Effective First day of July, 1975. (Amended 5/1/75) Subject to applicable laws and upon receipt of a written authorization from an employee within the bargaining unit, written on a form approved by the COOPERATIVE, the COOPERATIVE shall deduct from each weekly pay due such employee union dues not to exceed an amount certified by the UNION. Such authorization shall continue in effect for the duration of this agreement, or until receipt by the COOPERATIVE of a written notice of revocation of such authorization by the employee, or when the employee ceases to be represented by the UNION in the bargaining unit, whichever occurs earlier.

The COOPERATIVE shall have no obligation to collect UNION dues for any week in which the employee's pay (after all other deductions) is less than the amount of such dues.

The UNION shall indemnify and save the COOPERATIVE harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the COOPERATIVE in making payroll deductions of UNION membership dues as hereinabove defined.

The sum of UNION dues so collected shall be paid quarterly by the COOPERATIVE to the Financial Secretary of Local Union #317 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO. The Financial Secretary will issue a receipt in the name of the Local Union for each payment. The COOPERATIVE shall prepare and submit to the Financial Secretary quarterly a list of employees from whom UNION dues deductions were designating the amount deducted from each employee, plus a list of the names of employees removed from or added to the payroll during the current quarter.

ARTICLE XV EMPLOYEES' COOPERATION

Section 1. It is understood by both parties hereto that a greater part of the COOPERATIVE's lines are rural lines and that the revenue from said lines does not justify the paying of the same rate of pay as urban utilities' rates of pay, and that the workmen of the COOPERATIVE shall not follow the usual strict lines of demarcation of limited services usually specified to each class of workmen. It is therefore agreed by the UNION that all employees regardless of their classification, shall assist fellow employees in any work they are capable of doing or may be called on to perform that tends to expedite the business of the COOPERATIVE and on the particular job to which they have been assigned.

ARTICLE XVI TERM OF AGREEMENT

Section 1. This Agreement shall become effective as of January 1, 2013. Except as provided in Section 3 below, it shall continue in effect for a term of approximately five (5) years until 12:01 a.m., January 1, 2018, and shall automatically be renewed thereafter from year to year unless written notice is given by either party sixty (60) days prior to the expiration date that it is desired to terminate or amend this Agreement.

Section 2. Both notice of request for re-negotiation and lists of items to be amended will be sent by registered mail to the following:

- (a) INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 317,

550 Adams Avenue, Huntington, West Virginia

(b) GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION, Grayson, KY.

Section 3. Successor Clause

This agreement shall be binding upon the parties hereto, their successors and assigns. In the event that the Employer sells or transfers that part of its operations covered by this Agreement, such part of its operations shall continue to be subject to the terms and conditions of this Agreement for the term of said Agreement. The employer shall give notice of the existence of this Agreement to any purchaser or transferee of that part of the Employer's operation covered by this Agreement.

ARTICLE XVII APPROVAL

This Agreement between the UNION and the COOPERATIVE is subject to ratification by the employees covered by this agreement and to the approval of the International Office of the UNION and shall be effective only if so approved.

IN WITNESS WHEREOF the duly chosen representatives of the parties to this Agreement have hereunto set their hands this 20th day of December 2012.

GRAYSON RURAL ELECTRIC
COOPERATIVE CORPORATION

LOCAL UNION NO. 317 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

By *Anthony Hill*
President & CEO

By *James J. Sillette*
Business Manager

Regis L. Hunt
Billy E. Masters
Joan C. ...

Christopher M. ...
Richard Easton
Joseph M. ...



Grayson Rural Electric Cooperative Corporation


Prescient

109 Bagby Park • Grayson, KY 41143-1292
Telephone 606-474-5136 • 1-800-562-3532 • Fax 606-474-5862

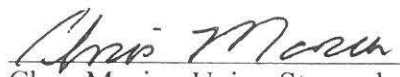
TO: IBEW LOCAL 317 GRAYSON
FROM: CAROL HALL FRALEY, PRESIDENT AND CEO
SUBJECT: STORM WORK OUT OF STATE COOPERATIVES AND NON -
COOPERATIVE UTILITIES
DATE: FEBURAY 13, 2013

We hereby agree to add Section 6 to Article VIII, Wages, in the 2013-2018 IBEW Grayson Union Contract as follows:

If a union employee is called upon and accepts the assignment to assist an out-of-state Cooperative or a non-Cooperative Utility, he or she shall be paid time and one/half wages for travel time to the Cooperative from Grayson and from the Cooperative back to Grayson, and double time during work hours.



Carol Hall Fraley, President and CEO



Chris Mosier, Union Steward

**All instate sister Cooperatives will be at the normal contract rate.

