

AGREEMENT BETWEEN

**JACKSON PURCHASE ENERGY
CORPORATION
(JPEC)**

AND

**LOCAL UNION 816
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO**

INTRODUCTION

THIS AGREEMENT, MADE AND ENTERED INTO THIS 25TH DAY OF OCTOBER, 2024, BY AND BETWEEN JACKSON PURCHASE ENERGY COOPERATION (HEREINAFTER CALLED "JPEC"), HAVING ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS IN PADUCAH, KENTUCKY, AND LOCAL UNION NO. 816, OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (HEREINAFTER CALLED THE "UNION").

THIS CONTRACT SHALL BE BINDING UPON SUCCESSORS OF JACKSON PURCHASE ENERGY CORPORATION AS THE TERM "SUCCESSORS" IS INTERPRETED UNDER THE NATIONAL LABOR RELATIONS ACT.

BASIC PRINCIPLES

JPEC IS ENGAGED IN THE BUSINESS OF SUPPLYING ELECTRIC SERVICE AND POWER TO THE PUBLIC AND FOR THIS REASON EMPLOYEES COVERED BY THIS AGREEMENT ARE CHARGED WITH SPECIAL OBLIGATIONS AND RESPONSIBILITIES TO FACILITATE FAIR, ORDERLY AND PROPER ADJUSTMENT OF ANY DISPUTES WHICH MAY ARISE.

ARTICLE I TERM OF CONTRACT

(1)(A). THIS AGREEMENT SHALL TAKE EFFECT THE 3RD DAY OF NOVEMBER, 2024, AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL, AND INCLUDING THE 2ND DAY OF NOVEMBER, 2028, AND SHALL CONTINUE IN EFFECT FROM YEAR TO YEAR THEREAFTER UNLESS EITHER PARTY NOTIFIES THE OTHER OF ITS DESIRE TO TERMINATE OR CHANGE THIS AGREEMENT BY GIVING SIXTY (60) DAYS WRITTEN NOTICE PRIOR TO AN EXPIRATION DATE.

(B). GENDER: WHENEVER A PERSONAL PRONOUN/NOUN IS USED IN THE MASCULINE GENDER (HE, HIM, HIS, LINEMAN), IT SHOULD BE DEEMED TO INCLUDE THE FEMININE (SHE, HER, HERS, LINEPERSON) ALSO, UNLESS THE CONTEXT CLEARLY INDICATES THE CONTRARY.

ARTICLE II EMPLOYEES COVERED

(1). THIS AGREEMENT COVERS ONLY OPERATING, MAINTENANCE AND LINE OPERATION ON WORK DONE BY THE EMPLOYER ON A FORCE ACCOUNT BASIS. IT SHALL NOT APPLY TO SUPERVISORY, SALES, ENGINEERING, TEMPORARY OR OTHER EMPLOYEES AND COMMON LABOR USED FOR THE CLEARANCE ON RIGHT-OF-WAY AND SIMILAR WORK DONE BY MEMBERS OF A SELF-HELP PLAN.

ARTICLE III UNION RECOGNITION

(1). JPEC RECOGNIZES THE RIGHTS OF ITS EMPLOYEES TO BARGAIN COLLECTIVELY THROUGH REPRESENTATIVES OF THEIR OWN CHOOSING AND RECOGNIZES THE UNION AS THE EXCLUSIVE REPRESENTATIVE OF THE EMPLOYEES COVERED BY THIS AGREEMENT FOR THE PURPOSE OF COLLECTIVELY BARGAINING IN RESPECT TO RATES OF PAY, WAGES, HOURS OF EMPLOYMENT, WORKING CONDITIONS AND OTHER CONDITIONS OF EMPLOYMENT.

ARTICLE IV RIGHTS OF MANAGEMENT

(1). THE UNION RECOGNIZES THE SOLE AND EXCLUSIVE RIGHT OF THE COOPERATIVE TO MANAGE ITS BUSINESS, TO DECIDE ON ANY AND ALL MATTERS PERTAINING TO ITS OPERATIONS AND ITS PROCESSES, AND TO TAKE ANY ACTION IN ACCORDANCE WITH ITS JUDGMENT WHICH IT DEEMS APPROPRIATE IN THE MANAGEMENT OF ITS FACILITIES AND THE DIRECTION OF THE WORKFORCES NOT IN CONFLICT WITH THIS AGREEMENT. JPEC SHALL BE THE SOLE JUDGE OF THE QUALIFICATIONS AND COMPETENCE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT. JPEC SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE BECAUSE OF HIS OR HER MEMBERSHIP IN THE UNION OR HIS OR HER UNION ACTIVITY

JPEC SPECIFICALLY RESERVES THE SOLE AND EXCLUSIVE RIGHT IN ACCORDANCE WITH ITS JUDGMENT TO REPRIMAND, SUSPEND, DISCHARGE, OR OTHERWISE DISCIPLINE EMPLOYEES FOR JUST CAUSE; TO HIRE, PROMOTE, TRANSFER, LAY OFF, AND RECALL EMPLOYEES TO WORK; TO ESTABLISH HOURS OF WORK AND THE NUMBER OF HOURS TO BE WORKED; TO MAKE AND CHANGE RULES, POLICIES AND PRACTICES NOT IN CONFLICT WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT; TO CONTRACT OUT WORK; REDUCE WORK WEEKS; AND OTHERWISE GENERALLY TO MANAGE ITS FACILITIES AND DIRECT ITS WORK FORCE.

(2). SUPERVISORS OR OTHER REPRESENTATIVES OF MANAGEMENT SHALL NOT PERFORM BARGAINING UNIT WORK EXCEPT TO EXPERIMENT OR DIAGNOSE PROBLEMS, TRAIN OR INSTRUCT EMPLOYEES, LEND MINOR ASSISTANCE, PROTECT PROPERTY, INSURE THE SAFETY OF EMPLOYEES, TAKE INVENTORY, SERVICE JPEC MEMBERS OR MAINTAIN EQUIPMENT AND OTHER PROPERTY WHERE A QUALIFIED EMPLOYEE IS NOT AVAILABLE, IN EMERGENCIES, AND IN THOSE SPECIAL CASES WHERE A SPECIFIED JOB IS NOW BEING PERFORMED BY A SUPERVISOR. FOR SIX MONTHS, A SUPERVISOR MAY RETURN TO THE BARGAINING UNIT WITHOUT LOSS OF SENIORITY.

ARTICLE V UNION MEMBERSHIP AND SENIORITY

(1). JPEC RECOGNIZES AND WILL NOT INTERFERE WITH THE RIGHTS OF ITS EMPLOYEES TO BECOME MEMBERS OF THE UNION. THE UNION RECOGNIZES THE RIGHT OF JPEC EMPLOYEES TO REFRAIN FROM UNION ACTIVITIES OR UNION MEMBERSHIP. THERE SHALL BE NO DISCRIMINATION, INTERFERENCE, RESTRAINT OR COERCION BY THE COOPERATIVE OR THE UNION OR ANY OF THEIR AGENTS AGAINST EMPLOYEES BECAUSE OF THEIR MEMBERSHIP OR NON-MEMBERSHIP IN THE UNION.

(2). ALL NEW OR REHIRED EMPLOYEES SHALL BE PLACED ON PROBATION AND SHALL BE CLASSIFIED AS TEMPORARY EMPLOYEES DURING THE FIRST ONE HUNDRED, TWENTY (120) ACTUAL WORKING DAYS OF THEIR EMPLOYMENT WITH JPEC. DURING SUCH ONE HUNDRED, TWENTY (120) ACTUAL WORKING DAYS PROBATIONARY PERIOD JPEC MAY DISCHARGE OR OTHERWISE DISCIPLINE, LAYOFF, TRANSFER OR ASSIGN SUCH EMPLOYEES WITH OR WITHOUT CAUSE, AND SUCH ACTIONS SHALL NOT BE SUBJECT TO THE GRIEVANCE PROCEDURE. FOR THE PURPOSE OF CALCULATING THE ONE HUNDRED, TWENTY (120) ACTUAL WORKING DAYS, ANY REFERENCE TO WORKING DAYS MEANS THE EMPLOYEE(S) ACTUALLY WORKED (INCLUDING SATURDAY OR SUNDAY).

PROBATIONARY EMPLOYEES WHO COMPLETE THE PROBATIONARY PERIOD WILL BE CLASSIFIED AS REGULAR EMPLOYEES AND THEIR LENGTH OF EMPLOYMENT SHALL BE FROM THE FIRST DAY OF HIRING.

THIS CONTRACT DOCUMENT RECOGNIZES THE "RIGHT TO WORK" PROVISIONS OF THE KENTUCKY REVISED STATUTES. THE PARTIES AGREE THAT IF THAT LAW IS RESCINDED, THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO RENEGOTIATION BY PROPER NOTICE OF EITHER PARTY.

(3). JPEC AGREES TO WITHHOLD MONTHLY UNION DUES UPON RECEIPT OF AUTHORIZATION SIGNED BY EACH EMPLOYEE. THIS DEDUCTION WILL BE WITHHELD EQUALLY FROM EACH PAY PERIOD AND FORWARDED MONTHLY TO THE LOCAL UNION.

(4) (A). IT IS WITHIN THE SOLE DISCRETION OF JPEC MANAGEMENT TO DETERMINE WHAT WORK WILL BE CONTRACTED OUT TAKING INTO CONSIDERATION SUCH FACTORS AS ECONOMY, TIME REQUIREMENT, REGULATORY REQUIREMENTS AS MANDATED BY THE PUBLIC SERVICE COMMISSION, QUANTITY AND EFFICIENCY. NO WORK MAY BE CONTRACTED OUT WHICH RESULTS IN A LAYOFF OF EMPLOYEES WITHIN THE BARGAINING UNIT.

(B). JPEC MAY EMPLOY SPECIALISTS TO SUPERVISE WORK OF A SPECIAL NATURE.

(5). FOR THE PURPOSE OF DETERMINING SENIORITY, EMPLOYEES EMPLOYED BY JPEC AT THE TIME OF THIS AGREEMENT'S EXECUTION SHALL BE GIVEN CREDIT FOR THE TIME THEY HAVE BEEN CONTINUOUSLY EMPLOYED WITHIN THE JURISDICTION OF WORK COVERED BY THIS AGREEMENT. SENIORITY FOR FUTURE EMPLOYEES SHALL BEGIN AS OF THE DATE OF HIS/HER EMPLOYMENT OR RE-EMPLOYMENT. SENIORITY SHALL TERMINATE FOR ANY OF THE FOLLOWING REASONS:

A. VOLUNTARY QUITTING.

B. DISCHARGE FOR CAUSE SUBJECT TO THE GRIEVANCE PROCEDURE OUTLINED IN ARTICLE VI HEREOF.

C. SECURING OTHER EMPLOYMENT DURING A LEAVE OF ABSENCE WHICH MAY BE GRANTED BY JPEC UNLESS MUTUALLY AGREED UPON BETWEEN JPEC AND THE EMPLOYEE.

D. FAILURE TO REPORT FOR WORK UPON RECALL WITHIN SEVEN (7) CALENDAR DAYS AFTER NOTIFICATION FROM JPEC BY CERTIFIED LETTER TO THE LAST ADDRESS FURNISHED BY THE EMPLOYEE OR TO GIVE AN EXCUSE SATISFACTORY TO JPEC.

(6). IF A REDUCTION IN THE WORKING FORCE SHALL BECOME NECESSARY, SUCH LAYOFF WILL BE MADE IN REVERSE ORDER OF SENIORITY OF THE EMPLOYEES, PROVIDED THAT THE REMAINING EMPLOYEES CAN EFFICIENTLY PERFORM THE AVAILABLE WORK IMMEDIATELY AND WITHOUT ANY TRAINING. IN REHIRING AFTER A

LAYOFF, **JPEC** AGREES TO OFFER REEMPLOYMENT TO THE EXTENT ADDITIONAL HELP IS NEEDED TO LAID OFF EMPLOYEES IN THE OCCUPATIONAL CLASSIFICATIONS INVOLVED IN THE REVERSE ORDER IN WHICH SUCH EMPLOYEES WERE LAID OFF, (WITH THE EXCEPTION OF TEMPORARY EMPLOYEES):

- A. PROVIDED THAT THE PERIOD OF LAYOFF DOES NOT EXCEED TWO (2) YEARS; AND**
- B. THAT THE EMPLOYEES ARE PHYSICALLY QUALIFIED TO PERFORM THE AVAILABLE WORK AT THE TIME THE OFFER OF RE-EMPLOYMENT IS MADE.**
- C. DURING PERIODS OF LAYOFF, EMPLOYEES WILL NOT ACCUMULATE SENIORITY.**

(7). TEMPORARY EMPLOYEES: JPEC MAY EMPLOY TEMPORARY HELP NOT TO EXCEED SIX (6) MONTHS DURATION. THESE EMPLOYEES WILL NOT BE GUARANTEED RECALL RIGHTS FOLLOWING THEIR TERMINATION FROM THE TEMPORARY ASSIGNMENT. JPEC WILL NOTIFY THE UNION AS TO WHEN TEMPORARY EMPLOYEES ARE TO BE HIRED, TYPE OF WORK INVOLVED, AND THE EXPECTED DURATION. JPEC WILL ALSO INFORM THE UNION OF THE NAMES OF THE TEMPORARY EMPLOYEES. IF TEMPORARY EMPLOYEES WORK BEYOND THE SIX (6) MONTHS PERIOD, OR ARE REHIRED WITHIN NINETY (90) DAYS, SENIORITY WILL BE RETROACTIVE TO THE ORIGINAL DATE OF HIRE.

(8). WHEN DETERMINED BY JPEC A VACANCY IN A CLASSIFICATION COVERED BY THIS AGREEMENT OCCURS, JPEC WILL POST THE JOB FOR SEVEN (7) DAYS, EXCLUDING SATURDAY AND SUNDAY. EMPLOYEES DESIRING TO BE CONSIDERED MUST MAKE A WRITTEN APPLICATION TO HUMAN RESOURCES. JPEC WILL AWARD THE JOB VACANCY TO THE SENIOR QUALIFIED EMPLOYEE. THE SUCCESSFUL BIDDER SHALL BE GIVEN A SIXTY (60) DAY PROBATIONARY PERIOD IN WHICH TO DEMONSTRATE HIS ABILITY TO LEARN THE NEW JOB.

THE UNION UNDERSTANDS JPEC HAS THE RIGHT TO EVALUATE THE PERFORMANCE OF THE SUCCESSFUL BIDDER. AT THE END OF THIS TRIAL PERIOD, HE MAY BE REMOVED BY THE EMPLOYER IF HE DOES NOT DEMONSTRATE NORMAL PROGRESS. IF SO REMOVED, JPEC SHALL NOTIFY THE UNION PRIOR TO REMOVAL AND THE REASON(S) DETERMINED BY JPEC FOR SAID REMOVAL. THE EMPLOYEE SHALL RETURN TO HIS PREVIOUS JOB AND SHALL BE PAID THE RATE OF PAY REQUIRED BY HIS SENIORITY IN THAT CLASSIFICATION.

CREW LEADER VACANCY: IN THE FILLING OF VACANCIES OF CREW LEADER,

JPEC WILL AWARD THE JOB VACANCY TO THE SENIOR MOST QUALIFIED EMPLOYEE. IF TWO OR MORE APPLICANTS ARE EQUALLY QUALIFIED, THEN SENIORITY SHALL PREVAIL. EMPLOYEE MUST BE A CERTIFIED LINE TECHNICIAN WITH SEVEN (7) YEARS' EXPERIENCE INCLUDING APPRENTICE TRAINING IN A CREDENTIALLED APPRENTICESHIP PROGRAM. EMPLOYEE MUST ALSO HAVE A MINIMUM OF TWO (2) YEARS' EXPERIENCE AS A CERTIFIED LINE TECHNICIAN AT JPEC. CREW LEADERS MAY BID "LATERALLY" ON CREW LEADER VACANCIES.

LEAD VACANCY: IN THE FILLING OF VACANCIES OF LEAD SUBSTATION TECHNICIAN AND/OR LEAD LINEMAN, JPEC WILL AWARD THE JOB VACANCY TO THE SENIOR MOST QUALIFIED EMPLOYEE, IF TWO OR MORE APPLICANTS ARE EQUALLY QUALIFIED, THEN SENIORITY SHALL PREVAIL. EMPLOYEE MUST BE A CERTIFIED SUBSTATION TECHNICIAN OR LINE TECHNICIAN WITH FIVE (5) YEARS' EXPERIENCE INCLUDING APPRENTICE TRAINING IN A CREDENTIALLED APPRENTICESHIP PROGRAM. EMPLOYEE MUST ALSO HAVE A MINIMUM OF EIGHTEEN (18) MONTHS EXPERIENCE AS A CERTIFIED SUBSTATION TECHNICIAN OR CERTIFIED LINE TECHNICIAN AT JPEC. LEADS MAY FILL VACANCIES FOR CREW LEADERS ON A TEMPORARY BASIS PROVIDED THE LEAD ACCEPTS THE TEMPORARY UPGRADE.

ARTICLE VI STRIKES AND LOCKOUTS

(1). THE UNION ITS AGENTS, REPRESENTATIVES AND EMPLOYEES OF JPEC AGREE THAT DURING THE TERM OF THIS AGREEMENT, NEITHER THE UNION, ITS OFFICERS, AGENTS OR MEMBERS OR EMPLOYEES OF JPEC SHALL AUTHORIZE, INSTIGATE, AID OR ENGAGE IN ANY WORK STOPPAGE, STRIKE OF ANY KIND OR DESCRIPTION, INCLUDING SO CALLED SYMPATHY STRIKES, OR OTHERWISE INTERRUPT, IMPEDE OR RESTRICT SERVICES OF JPEC AND ITS MEMBER-OWNERS

JPEC SHALL NOT LOCKOUT MEMBERS OF THE UNION DURING THE TERM OF THIS AGREEMENT.

(2). DISPUTES GROWING OUT OF GRIEVANCES OR OUT OF THE INTERPRETATION OR APPLICATION OF THE PROVISIONS OF THIS AGREEMENT SHALL BE HANDLED BY AUTHORIZED REPRESENTATIVES OF THE UNION AND/OR AN EMPLOYEE(S) WITH AUTHORIZED REPRESENTATIVES OF JPEC IN THE FOLLOWING MANNER:

(A). DISPUTES SHALL BE PRESENTED IN WRITING TO THE EMPLOYEE'S IMMEDIATE SUPERVISOR AND SHOULD BE ADDRESSED WITHIN FIVE (5) WORKING DAYS OF THE OCCURRENCE OF THE DISPUTE OR DISAGREEMENT. THE SUPERVISOR

AND JPEC WILL RENDER A DECISION WITHIN FIVE (5) WORKING DAYS AFTER THE GRIEVANCE WAS PRESENTED.

(B). IF THE MATTER IS NOT DISPOSED OF AS SET FORTH IN ARTICLE VI SECTION 2(A) ABOVE, THE EMPLOYEE MUST SUBMIT THE SIGNED GRIEVANCE IN WRITING THROUGH AN AUTHORIZED UNION REPRESENTATIVE TO THE MANAGEMENT OF JPEC WITHIN FIVE (5) WORKING DAYS. A MEETING WILL THEN BE HELD BETWEEN THE AGGRIEVED EMPLOYEE, THE UNION STEWARD, AND TWO (2) AUTHORIZED REPRESENTATIVES OF JPEC WITHIN FIVE (5) WORKING DAYS. AFTER SAID MEETING HAS TAKEN PLACE, JPEC HAS FIVE (5) WORKING DAYS TO INFORM THE UNION IN WRITING OF THE DISPOSITION MADE OF THE GRIEVANCE.

(C)(1). IF THE MATTER IS NOT DISPOSED OF AS SET FORTH IN ARTICLE VI SECTION 2(B) ABOVE, A MEETING WILL BE HELD WITHIN TEN (10) WORKING DAYS BETWEEN THE AGGRIEVED EMPLOYEE, THE UNION STEWARD, THE BUSINESS MANAGER OR HIS DESIGNATED REPRESENTATIVE, AND TWO (2) AUTHORIZED REPRESENTATIVES OF JPEC. FOLLOWING SAID MEETING, JPEC WILL INFORM THE UNION IN WRITING, WITHIN TEN (10) WORKING DAYS, OF THE DISPOSITION MADE OF THE GRIEVANCE.

(C)(2). ANY GRIEVANCE WHICH IS NOT FILED OR APPEALED WITHIN THE TIME LIMITS SET FORTH ABOVE, SHALL BE CONSIDERED VOID AND CANNOT BE APPEALED OR RE-FILED.

(C)(3). WHEN A GRIEVANCE INVOLVES MORE THAN ONE EMPLOYEE, THOSE EMPLOYEES SHALL BE REPRESENTED BY ONE EMPLOYEE FROM THE AGGRIEVED GROUP. TIME LOST BY EMPLOYEES, WHOSE TESTIMONY IS REQUIRED BY JPEC DURING THE SETTLEMENT OF THE GRIEVANCE, SHALL BE PAID BY JPEC. JPEC SHALL PAY THE LOST TIME OF ONE WITNESS CALLED BY THE UNION; BUT IF ADDITIONAL EMPLOYEES ARE CALLED AS WITNESSES BY THE UNION, THEIR LOST WAGES SHALL BE PAID BY THE UNION.

(D)(1). DISPUTES NOT SATISFACTORILY DISPOSED OF AS SET FORTH IN ARTICLE VI SECTION 2(C)(1) ABOVE SHALL BE REFERRED TO AN ARBITRATION COMMITTEE AT THE REQUEST OF EITHER PARTY. THE ARBITRATION COMMITTEE SHALL CONSIST OF AN AUTHORIZED REPRESENTATIVE OF JPEC, AND AUTHORIZED REPRESENTATIVE OF THE UNION AND AN ARBITRATOR, A DISINTERESTED PARTY WHO SHALL ACT AS CHAIRMAN OF THE COMMITTEE AND WHO SHALL BE SELECTED BY THE OTHER TWO FROM A PANEL OF SEVEN (7) ARBITRATORS PROVIDED BY THE FEDERAL MEDIATION & CONCILIATION SERVICE. UPON RECEIPT OF SAID PANEL, THE ARBITRATOR IS SELECTED BY A PROCESS IN WHICH A JPEC REPRESENTATIVE

AND THE UNION REPRESENTATIVE STRIKE NAMES UNTIL ONE NAME REMAINS. THE PARTY REQUESTING ARBITRATION SHALL HAVE THE FIRST STRIKE. A MAJORITY VOTE OF THE ARBITRATION COMMITTEE SHALL DECIDE ANY QUESTION AND SHALL BE FINAL. DISPUTES REFERRED TO THE ARBITRATION COMMITTEE SHALL BE SETTLED WITHIN THIRTY (30) DAYS FROM THE DATE ON WHICH THE COMMITTEE IS ABLE TO CONDUCT A MEETING. THE DECISION OF THE COMMITTEE SHALL BE RETROACTIVE TO THE TIME THE DISPUTE WAS FIRST PRESENTED TO THE AUTHORIZED REPRESENTATIVE OF JPEC AND SHALL BE FINAL AND BINDING UPON ALL PARTIES INVOLVED. IT IS MUTUALLY AGREED THAT EACH PARTY WILL PAY THE SALARY AND EXPENSE, IF ANY, OF ITS OWN REPRESENTATIVE ON THE COMMITTEE. THE SALARY AND EXPENSE, IF ANY, OF THE CHAIRMAN, TOGETHER WITH SUCH OTHER EXPENSE THAT MAY BE NECESSARY AND ORDERED BY THE CHAIRMAN, SHALL BE DIVIDED EQUALLY BETWEEN THE TWO PARTIES. IT IS UNDERSTOOD THAT THE EMPLOYEES COVERED BY THIS AGREEMENT ARE TO PERFORM REGULAR WORK DUTIES DURING ARBITRATION OF GRIEVANCES.

(D)(2). THE DISINTERESTED ARBITRATOR SELECTED BY JPEC AND THE UNION SHALL ONLY HAVE JUDICIAL AND NOT LEGISLATIVE AUTHORITY. SUCH ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO ADD TO, SUBTRACT FROM OR MODIFY ANY PROVISION OF THIS AGREEMENT.

(E). IN THE EVENT AN EMPLOYEE AND/OR THEIR DESIGNATED UNION REPRESENTATIVE FEELS THAT HE/SHE HAS BEEN UNJUSTLY DISCHARGED OR SUSPENDED, EMPLOYEE MUST FILE A COMPLAINT IN WRITING WITHIN THREE (3) WORKING DAYS OF NOTIFICATION OF DISCHARGE OR SUSPENSION. JPEC AND THE UNION SHALL SETTLE THIS COMPLAINT AT THE EARLIEST POSSIBLE TIME NOT TO EXCEED 30 CALENDAR DAYS. SHOULD IT BE DECIDED OR AGREED THAT THIS EMPLOYEE HAS BEEN UNJUSTLY DISCHARGED OR SUSPENDED, SUCH EMPLOYEE SHALL BE REINSTATED WITH COMPENSATION AND SENIORITY OR PURSUANT TO THE TERMS OF AN AGREED UPON SETTLEMENT ENTERED INTO BETWEEN THE EMPLOYEE AND JPEC.

ARTICLE VII HOURS, WAGES, AND WORKING CONDITIONS

(1)(A). THE WORK WEEK SHALL RUN FROM 12:01 A.M., SATURDAY THROUGH 12:00 MIDNIGHT, FRIDAY. ALL EMPLOYEES EXCEPT THE ON-CALL CREW SHALL REPORT FOR DUTY MONDAY THROUGH FRIDAY. THE ON-CALL CREW SHALL WORK AS PROVIDED IN ARTICLE VII, SECTION 26. AT THE REQUEST OF ANY INDIVIDUAL SECURING PRIOR APPROVAL FROM HIS SUPERVISOR, MAKE-UP TIME, COMPENSATED AT REGULAR RATE OF PAY, MAY BE GRANTED IF WORK IS AVAILABLE ON SATURDAY.

LINE CREWS WILL REPORT TO WORK AT 7:00 A.M., AT THEIR RESPECTIVE HEADQUARTERS AND RETURN TO THEIR RESPECTIVE HEADQUARTERS AT 3:30 P.M., QUITTING TIME. HOWEVER, BEGINNING THE FIRST SATURDAY IN JUNE AND ENDING THE LAST FRIDAY BEFORE LABOR DAY OF EVERY YEAR, BARGAINING EMPLOYEES WILL REPORT TO WORK AT 6:00 A.M., AND END AT 2:30 P.M.

(1)(c). LUNCH PERIOD - EMPLOYEES SHALL BE ENTITLED TO THIRTY (30) MINUTES TIME OUT FOR LUNCH. EMPLOYEES OR CREWS MAY TAKE THE THIRTY (30) MINUTE LUNCH IN THE MANNER THEY CHOOSE AT THE TIME THEY DESIRE, EXCLUDING THE FIRST 30 MINUTES AND LAST 30 MINUTES OF THEIR SHIFT, INCLUDING THE USE OF PUBLIC FACILITIES.

(1)(d). EMPLOYEES SHALL NOT BE REQUIRED TO PERFORM OUTDOOR WORK DURING INCLEMENT WEATHER, EXCEPT IN CASE OF EMERGENCY.

(2)(a). WHEN CONDITIONS REQUIRE THAT AN EMPLOYEE WORK AT A DISTANCE FROM HIS PERMANENT HEADQUARTERS AND REMAIN ON SAID WORK OVERNIGHT, JPEC, AT ITS OPTION, SHALL EITHER PROVIDE TRANSPORTATION, MEALS AND LODGING OR SHALL REIMBURSE THE EMPLOYEE A REASONABLE AMOUNT FOR SUCH EXPENSES ACTUALLY INCURRED FOR MEALS AND LODGING. IF A PUBLIC CARRIER IS USED, JPEC SHALL PAY THE ACTUAL TICKET COST. WHEN POOL/PUBLIC TRANSPORTATION IS UNAVAILABLE, USE OF PERSONAL VEHICLE WILL BE REIMBURSED AT THE CURRENT IRS RATE.

(2)(b). WHEN EMPLOYEES COVERED UNDER THIS AGREEMENT ARE CALLED TO WORK OUTSIDE OF THE JPEC SYSTEM FOR THE PURPOSE OF STORM DAMAGE, ALL HOURS WORKED MONDAY-SATURDAY WILL BE COMPENSATED AT TIME AND ONE-HALF (1 ½) THE REGULAR RATE OF PAY. ALL HOURS WORKED SUNDAYS AND HOLIDAYS WILL BE COMPENSATED AT TWO (2) TIMES THE REGULAR RATE OF PAY IN ADDITION TO THE REGULAR HOLIDAY PAY REQUIRED BY THIS AGREEMENT.

(3). ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL RECEIVE FULL-TIME PAY SO LONG AS THEIR SERVICES ARE REASONABLY NEEDED, 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 JPEC'S CONTROL SHALL BE PAID IN FULL TO THE DATE OF LAYOFFS.

(4). ALL TIME WORKED IN EXCESS OF THE REGULARLY SCHEDULED EIGHT (8) HOUR DAY OR FORTY (40) HOUR WEEK SHALL BE PAID FOR AT THE RATE OF ONE AND ONE-HALF (1 1/2) TIMES THE REGULAR RATE OF PAY. THIS OVERTIME SHALL BE DIVIDED AS EQUALLY AND IMPARTIALLY AS POSSIBLE AMONG THE EMPLOYEES OF

THE RESPECTIVE DEPARTMENTS. ALL WORK ON SUNDAY AND HOLIDAYS WILL BE COMPENSATED FOR AT THE RATE OF TWO (2) TIMES THE REGULAR RATE OF PAY.

(5)(A). IN THE EVENT OF A MAJOR OUTAGE OR EMERGENCY, THE UNION AGREES THAT ALL EMPLOYEES SHALL, UPON NOTIFICATION, BE EXPECTED TO REPORT TO WORK EXCEPT IN THE CASE OF DOCUMENTED ILLNESS, EMERGENCY, OR PREVIOUSLY SCHEDULED VACATION.

NO EMPLOYEE SHALL BE REQUIRED TO WORK CONTINUOUSLY FOR MORE THAN SIXTEEN (16) HOURS IN ANY TWENTY-FOUR (24) HOUR PERIOD WITHOUT BEING GIVEN THE OPPORTUNITY TO REST FOR EIGHT (8) HOURS. ANY EMPLOYEE WHO WORKS TWENTY-FOUR (24) HOURS CONTINUOUSLY WILL BE REQUIRED TO TAKE AN EIGHT (8) HOUR REST PERIOD. IN THE EVENT SAID REQUIRED EIGHT (8) HOUR REST PERIOD FALLS DURING AN EMPLOYEE'S REGULAR HOURS OF WORK, THE EMPLOYEE SHALL BE COMPENSATED FOR THAT TIME AT HIS REGULAR PAY RATE. IN THE EVENT OF EXTENDED OUTAGES, NO EMPLOYEE SHALL BE EXPECTED TO WORK IN EXCESS OF SIX (6) HOURS WITHOUT A MEAL BREAK.

IF AN EMPLOYEE WORKS EIGHT OR MORE UNSCHEDULED OVERTIME HOURS BETWEEN HIS NORMAL QUITTING TIME AND HIS NORMAL STARTING TIME AND IS NOT PERMITTED EIGHT (8) HOURS' CONTINUOUS REST, THE EMPLOYEE MAY WITH THE APPROVAL OF THE SUPERVISOR CHOOSE TO NOT WORK THE FOLLOWING NORMAL WORKDAY. IF, HOWEVER, THE EMPLOYEE IS REQUIRED TO WORK THE FOLLOWING NORMAL WORKDAY, HE SHALL BE COMPENSATED FOR THAT DAY AT ONE AND ONE-HALF (1 1/2) TIMES HIS REGULAR RATE.

(B) FOR PURPOSES OF ARTICLE VII, SECTION 5, "WORK" SHALL MEAN ACTUAL HOURS WORKED AND NOT HOURS PAID.

(6). THE FOLLOWING SHALL BE PAID HOLIDAYS EFFECTIVE NOVEMBER 3, 2024:

NEW YEAR'S DAY, JANUARY 1
MARTIN LUTHER KING DAY
GOOD FRIDAY, FRIDAY BEFORE EASTER
MEMORIAL DAY, LAST MONDAY IN MAY
INDEPENDENCE DAY, JULY 4
LABOR DAY, FIRST MONDAY IN SEPTEMBER
VETERANS' DAY, NOVEMBER 11
THANKSGIVING DAY, FOURTH THURSDAY IN NOVEMBER
DAY AFTER THANKSGIVING

**CHRISTMAS EVE
CHRISTMAS DAY, DECEMBER 25**

HOLIDAYS FALLING ON SATURDAY WILL BE OBSERVED ON FRIDAY; THOSE FALLING ON SUNDAY WILL BE OBSERVED ON MONDAY. JPEC AGREES TO PAY THE EMPLOYEE AT HIS REGULAR RATE OF PAY FOR HOLIDAYS. WORK PERFORMED ON THE ABOVE MENTIONED HOLIDAYS WILL BE PAID AT TWO (2) TIMES THE EMPLOYEE'S REGULAR RATE OF PAY IN ADDITION TO THE REGULAR HOLIDAY PAY.

(7). ANY EMPLOYEE CALLED OUT FOR WORK AFTER HIS REGULAR QUITTING TIME SHALL RECEIVE A MINIMUM OF THREE (3) HOURS PAY AT ONE AND ONE-HALF (1 1/2) TIMES HIS REGULAR RATE OF PAY. SHOULD HE WORK LONGER THAN THE MINIMUM THREE (3) HOURS, HE SHALL RECEIVE ONE AND ONE-HALF (1 1/2) TIMES HIS REGULAR RATE OF PAY FOR ACTUAL TIME WORKED. IF THE EMPLOYEE IS CALLED OUT A SECOND TIME WITHIN A ONE HOUR PERIOD FROM THE ORIGINAL CALL-OUT, IT WILL NOT CONSTITUTE A SECOND CALL. A NEW CALL-OUT WILL START 20 MINUTES AFTER EMPLOYEE HAS BEEN RELEASED BY DISPATCH OR WHEN THE EMPLOYEE ARRIVES HOME; WHICHEVER IS FIRST. ONE HOUR MUST LAPSE FROM INITIAL CALL IN ORDER TO CONSTITUTE ANOTHER CALL-OUT. IF SUCH CALL OUT TIME IS ON A SUNDAY OR HOLIDAY, IT SHALL BE COMPENSATED FOR AT TWO (2) TIMES THE REGULAR RATE OF PAY. STARTING TIME BEGINS WHEN HE RECEIVES THE CALL AND ENDS WHEN HE RETURNS TO HIS CUSTOMARY REPORTING PLACE.

EMERGENCY CALL OUT: THE UNION WILL ENCOURAGE THE EMPLOYEES TO RESPOND TO EMERGENCY CALL-OUTS. JPEC WILL PROVIDE THE UNION STEWARD WITH UPDATES OF CALL-OUTS AND RESPONSES.

IN THE EVENT AN EMPLOYEE IS CALLED OUT AS PROVIDED HEREIN AND SAID CALL-OUT TIME OVERLAPS THE NORMAL WORKDAY, THE THREE (3) HOURS MINIMUM FOR SUCH CALL OUTS WILL NOT APPLY.

METER READERS ARE NOT ON CALL AND THEREFORE NOT ELIGIBLE FOR PREMIUM PAY.

(8). JPEC SHALL FURNISH TRANSPORTATION TO ALL EMPLOYEES TO AND FROM DESIGNATED STATION AND DESIGNATED WORK WHILE ON DUTY.

(9). IN THE EVENT A LINE TECHNICIAN AND/OR CREW LEADER IS WORKING ON ENERGIZED LINES OR EQUIPMENT OF THE VOLTAGES OF 600 VOLTS OR ABOVE, HE/THEY SHALL BE ASSISTED BY A LINE TECHNICIAN OR APPRENTICE LINE TECHNICIAN. THIRD- AND FOURTH-YEAR APPRENTICES MAY BE ASSIGNED TROUBLE

CALLS. HOWEVER, THE RATIO OF LINE TECHNICIAN TO APPRENTICE LINE TECHNICIAN WILL BE ONE TO ONE.

(10). THE TRAINING OF APPRENTICES IS RECOGNIZED AS BEING JOINT RESPONSIBILITY OF BOTH JPEC AND THE UNION. THE UNION REALIZES THE VALUE OF APPRENTICES' TRAINING AND WILL COOPERATE WITH JPEC IN ITS SAFETY PROGRAM, IF REQUESTED. APPRENTICESHIP TRAINING SHALL BE STARTED WITH QUALIFIED CREW ASSISTANTS BEING GIVEN PREFERENCE. JPEC SHALL DETERMINE THE NUMBER TO BE TRAINED AND THE NUMBER OF POSITIONS OR CLASSIFICATIONS AVAILABLE FOR TRAINING.

A SCHOLARSHIP LOAN AGREEMENT AND ASSOCIATED APPRENTICE PROMISSORY NOTE WILL BE APPLICABLE FOR ALL APPRENTICE LINE TECHNICIANS.

(11). JPEC SHALL FURNISH ADEQUATE PROTECTIVE EQUIPMENT FOR EMPLOYEES WHEN WORKING ON ENERGIZED LINES AND EQUIPMENT. ANY TOOLS OR EQUIPMENT, ISSUED TO EMPLOYEES SHALL BE MAINTAINED IN FIRST CLASS CONDITION BY THE EMPLOYEE. IN THE EVENT OF FAILURE OF THE TOOL OR EQUIPMENT THE DEFECTIVE PORTION SHALL BE RETURNED TO JPEC FOR A NEW ISSUE.

THE COMPANY SHALL REPAIR OR REPLACE AN EMPLOYEE'S CLOTHES OR BOOTS WHICH HAVE BEEN DAMAGED OR DESTROYED THROUGH AN INCIDENT ON THE JOB RELATED TO HIS WORK. THE FOREGOING SHALL NOT APPLY TO AN EMPLOYEE'S CLOTHES OR BOOTS WHICH ARE WORN OUT, DAMAGED, OR SOILED THROUGH DAILY ATTRITION. JPEC'S OBLIGATION UNDER THIS PARAGRAPH ONLY EXISTS WHEN THE EMPLOYEE'S CLOTHING ALLOWANCE FOR THE YEAR HAS BEEN COMPLETELY EXHAUSTED.

(12). ALL EMPLOYEES SHALL WEAR UNIFORMS WITH IDENTIFICATION SPECIFIED BY MANAGEMENT. UNIFORMS ARE DEFINED AS LONG-SLEEVED SHIRTS, T-SHIRTS, PANTS, AND OUTER WEAR SUITABLE FOR THE JOB CLASSIFICATION AND THE PREVAILING SEASON AND SHALL BE IN COMPLIANCE WITH ALL OSHA, JPEC SAFETY MANUAL, NESC AND /OR OTHER SAFETY STANDARDS. IN CASES OF CONFLICTING REGULATIONS/ STANDARDS, MANAGEMENT SHALL DETERMINE THE APPROPRIATE UNIFORM.

EMPLOYEES SHALL MAINTAIN UNIFORMS IN GOOD CONDITION. EMPLOYEES SHALL RETURN UNIFORMS TO JPEC FOR DESTRUCTION IF MATERIAL BECOMES FRAYED, TORN, STAINED OR OTHERWISE UNFIT TO BE WORN ON THE JOB. EMPLOYEES SHALL PROPERLY CARE FOR AND CLEAN THEIR UNIFORMS IN

ACCORDANCE WITH THE MANUFACTURER'S AND MANAGEMENT'S RECOMMENDATIONS.

EMPLOYEES WITH JOB CLASSIFICATIONS OF LINE CREW LEADER, LEAD LINEMAN, LINE TECHNICIAN, APPRENTICE LINE TECHNICIAN, SUBSTATION CREW LEADER, LEAD SUBSTATIONS TECHNICIAN, SUBSTATION TECHNICIAN, METER READER, METER TECHNICIAN, AND ELECTRONIC TECHNICIAN REQUIRE FR (FLAME RETARDANT AND/OR FIRE RESISTANT) CLOTHING AT ALL TIMES AND SHALL RECEIVE A \$1200 ALLOWANCE PER YEAR AVAILABLE JAN. 1 EACH YEAR, TOWARD THE PURCHASE OF REQUIRED CLOTHING.

ALL EMPLOYEES NOT IN THE JOB CLASSIFICATIONS LISTED ABOVE DO NOT REQUIRE FR CLOTHING AND SHALL RECEIVE A \$600 ALLOWANCE FOR UNIFORM LONG-SLEEVED SHIRTS, T-SHIRTS, PANTS, AND OUTER WEAR. NEW HIRES SHALL GET EITHER A \$1200 OR \$450 ALLOWANCE ACCORDING TO THEIR JOB CLASSIFICATION AND THEN AN ADDITIONAL \$900 OR \$210 UPON SATISFACTORILY COMPLETING THEIR PROBATIONARY PERIOD. THIS ALLOWANCE WILL COVER ALL COSTS ASSOCIATED WITH THE UNIFORM INCLUDING BUT NOT LIMITED TO: JPEC LOGO, NAME AND SHIPPING.

EFFECTIVE JANUARY 1, 2025, AND EACH CALENDAR YEAR THEREAFTER, ALL EMPLOYEES COVERED UNDER THIS BARGAINING AGREEMENT SHALL RECEIVE UP TO \$200 PER YEAR REIMBURSEMENT FOR THE PURCHASE OF BOOTS UPON THE SUBMISSION OF A PURCHASE RECEIPT TO MANAGEMENT.

MANAGEMENT SHALL HAVE THE RIGHT TO REVIEW AND AMEND ALL UNIFORM SELECTIONS AND VENDORS. MANAGEMENT SHALL HAVE THE RIGHT TO REPLACE OR AUGMENT THIS UNIFORM ALLOWANCE WITH A UNIFORM CLEANING SERVICE IN THE FUTURE.

IF AN EMPLOYEE SPENDS MORE THAN HIS ALLOWANCE, HE SHALL PAY THE DIFFERENCE OR SHALL REIMBURSE JPEC FOR THE DIFFERENCE. IF AN EMPLOYEE DOES NOT SPEND HIS ALLOWANCE, THE REMAINING BALANCE OF THE ALLOWANCE SHALL NOT BE CARRIED OVER FROM YEAR TO YEAR.

(13). VACATION LEAVE: VACATION LEAVE ACCRUED SHALL BE SUBJECT TO THE FOLLOWING BASIS:

EFFECTIVE: THIS PROCEDURE BECOMES EFFECTIVE JANUARY 1, 2020.

ELIGIBILITY: ELIGIBLE EMPLOYEES ARE FULL-TIME JPEC EMPLOYEES – BARGAINING. A FULL-TIME EMPLOYEE IS AN EMPLOYEE WHO WORKS ON

VERAGE AT LEAST 30 HOURS PER WEEK. EMPLOYEES WORKING LESS THAN 30 HOURS PER WEEK ON A REGULAR BASIS ARE CONSIDERED PART-TIME AND ARE NOT ELIGIBLE FOR VACATION. LIKewise, TEMPORARY EMPLOYEES, EMPLOYEES WHO WORK FOR THE ORGANIZATION IN A FULL OR PART-TIME CAPACITY FOR THE SOLE PURPOSE OF FILLING A TEMPORARY VACANCY ARE NOT ELIGIBLE FOR ANNUAL VACATION LEAVE.

PROCEDURE:

1. **NEW EMPLOYEES WHO WERE HIRED AND COMMENCED WORK BY JUNE 30 WILL BE GRANTED TEN DAYS OF VACATION. IF HIRED AND WORK COMMENCES JULY 1 OR AFTER, EMPLOYEE WILL BE GRANTED FIVE DAYS OF VACATION.**
2. **NEW EMPLOYEES WILL BE ELIGIBLE TO USE EARNED VACATION THE FIRST DAY OF THE MONTH FOLLOWING THE COMPLETION OF THE PROBATIONARY PERIOD. SPECIAL CIRCUMSTANCES MAY BE ALLOWED UPON DEPARTMENT VP RECOMMENDATION.**
3. **VACATION WILL BE AVAILABLE ON JANUARY 1ST OF EACH YEAR. ACCRUED TIME WILL BE DETERMINED BY PREVIOUS YEARS OF SERVICE BASED ON THE EMPLOYEE'S ANNIVERSARY DATE.**
4. **EMPLOYEES WILL NOT ACCRUE VACATION WHILE ON UNPAID LEAVES OF ABSENCE, SUSPENSIONS, LAYOFFS, OR WHILE USING DONATED VACATION HOURS.**
5. **VACATION TIME MAY NOT BE TAKEN IN EXCESS OF HOURS ACCUMULATED.**
6. **VACATION WILL ACCRUE AS SHOWN BELOW:**

Years of service	Days per year
1 through 4	10 days
5 through 9	15 days
10	16 days
11	17 days
12	18 days
13	19 days
14	20 days
15	21 days
16	22 days

17	23 days
18	24 days
19 or more	25 days

WHEN POSSIBLE, REQUESTS FOR VACATION WILL BE GRANTED; HOWEVER, REQUESTS FOR VACATION MUST BE BALANCED AGAINST STAFFING THE CO-OP IN ORDER TO BEST SERVE OUR CONSUMER-MEMBERS. THIS CAN MEAN A REQUEST FOR VACATION WILL BE DENIED IF IT WOULD CAUSE INSUFFICIENT STAFFING OF THE CO-OP.

- 1. EMPLOYEES MAY TAKE VACATION IN 30 MINUTE INCREMENTS.**
- 2. VACATION PAY IS BASED ON YOUR REGULAR RATE OF PAY. OVERTIME DOES NOT APPLY.**
- 3. IF A HOLIDAY IS OBSERVED DURING AN EMPLOYEE'S VACATION, THE HOLIDAY(S) WILL NOT BE COUNTED AS A VACATION DAY.**

VACATION CARRY OVER: EMPLOYEES MAY CARRYOVER THE AMOUNT OF TIME THEY ARE ELIGIBLE TO EARN EACH YEAR. THE AMOUNT OF TIME THAT CAN BE CARRIED OVER WILL REFLECT WHAT IS EARNED ON JANUARY 1 EACH YEAR (EX. IF AN EMPLOYEE EARNS THREE-WEEKS OF VACATION THEN THE EMPLOYEE MAY CARRYOVER THREE WEEKS).

DONATING VACATION: EARNED VACATION HOURS MAY BE DONATED TO EMPLOYEES WHO HAVE EXHAUSTED ALL THEIR ACCRUED SICK AND VACATION LEAVE AND ARE UNABLE TO WORK DUE TO A SERIOUS MEDICAL SITUATION OR PERSONAL HARDSHIP SITUATION. EMPLOYEES IN NEED OF DONATED VACATION HOURS SHOULD APPLY THROUGH HUMAN RESOURCES.

VACATION CASH OUT/ROLL OVER:

- 1. ON OR BEFORE DECEMBER 15 OF EACH YEAR, ONE-HALF (1/2) OF VACATION FOR THE CURRENT YEAR, UP TO A MAXIMUM OF TWO (2) WEEKS, MAY BE CASHED OUT / OR DEPOSITED INTO THE NRECA 401(K) PENSION PLAN SUBJECT TO IRS GUIDELINES.**

2. **VACATION HOURS CASHED OUT OR DEPOSITED INTO THE 401(K) PLAN WILL BE AT THE EMPLOYEE'S CURRENT, BASE (STRAIGHT TIME) HOURLY RATE OF PAY.**
3. **UNUSED VACATION HOURS WILL BE CASHED OUT AT 100% OF THE EMPLOYEE'S CURRENT, BASE (STRAIGHT TIME) HOURLY RATE OF PAY UPON RETIREMENT, TERMINATION, RESIGNATION, PERMANENT DISABILITY OR DEATH. VACATION TIME MAY NOT BE USED TO EXTEND DATES OF EMPLOYMENT BEYOND THE LAST DAY WORKED.**

RECONCILIATION OF DISCREPANCIES: THE VP OF FINANCE & ACCOUNTING SHALL BE CONTACTED FOR RESOLUTION OF ANY DISCREPANCIES IN VACATION EARNED OR TAKEN AND FOR THE PAYMENT OF UNUSED VACATION HOURS UPON SEPARATION FROM EMPLOYMENT.

IT IS THE RESPONSIBILITY OF ALL JPEC EMPLOYEES TO ABIDE BY THIS PROCEDURE. VIOLATIONS OF THIS PROCEDURE MAY LEAD TO DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION.

(14). SICK LEAVE: SICK LEAVE SHALL ACCRUE MONTHLY AT THE RATE OF EIGHT (8) HOURS PER MONTH.

- A. NO LATER THAN DECEMBER 15 EACH YEAR, UNUSED SICK DAYS MAY BE CASHED OUT OR DEPOSITED INTO THE NRECA 401(K) PENSION PLAN (SUBJECT TO IRS GUIDELINES).**
- B. EMPLOYEES MAY ALSO VOLUNTARILY ELECT TO BANK SICK LEAVE UP TO A MAXIMUM OF 280 HOURS. ACCUMULATED SICK LEAVE MAY BE CASHED OUT AT THE CURRENT RATE WHEN THE EMPLOYEE SEPARATES FROM EMPLOYMENT EXCEPT FOR TERMINATION FOR CAUSE OR EMPLOYEE RESIGNATION.**
- C. NEW EMPLOYEES WILL BE ELIGIBLE FOR SICK LEAVE AFTER COMPLETING THE PROBATIONARY PERIOD OF ONE HUNDRED, TWENTY (120) DAYS. MANAGEMENT WILL CONSIDER TIME OFF WITH NO PAY FOR EMERGENCY SITUATIONS ON A CASE-BY-CASE BASIS.**

- D. SICK LEAVE MAY ONLY BE USED DURING PERIODS OF BONA-FIDE ILLNESS OR INJURY OTHER THAN THAT CAUSED BY CONSUMPTION OF ALCOHOLIC LIQUOR OR DRUGS OF ANY KIND, INCLUDING BUT NOT LIMITED TO ILLEGAL SUBSTANCES. EMPLOYEES MAY BE REQUIRED TO PRODUCE MEDICAL DOCTOR'S CERTIFICATE AS TO THE EXISTENCE OR CONTINUATION OF A SICKNESS OR DISABILITY WHEN MORE THAN THREE (3) CONSECUTIVE SICK DAYS ARE CLAIMED. USE OF SICK LEAVE INCLUDES BOTH PATERNITY AND MATERNITY LEAVE AND WILL NOT REQUIRE A DOCTORS CERTIFICATE FOR CONTINUATION OF ILLNESS.**
- E. EMPLOYEES MAY TAKE SICK LEAVE IN THIRTY (30) MINUTE INCREMENTS FOR THE PURPOSES OF PATERNITY AND MATERNITY LEAVE, SICKNESS, OR DISABILITY. ANY EMPLOYEE WHO TAKES SICK LEAVE WITHOUT BEING SICK OR DISABLED WILL BE SUBJECT TO DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION.**
- F. JPEC AND UNION AGREE THAT SICK LEAVE SHALL BE MADE AVAILABLE TO EMPLOYEES IN ACCORDANCE WITH THE PROVISIONS AND REGULATIONS ISSUED IN ACCORDANCE WITH THE FAMILY AND MEDICAL LEAVE ACT ("FMLA") OF 1993 AND AS AMENDED. MATERNITY AND PATERNITY LEAVE SHALL BE CONSIDERED AS SICK LEAVE.**
- G. AN EMPLOYEE RETURNING TO WORK, WHO HAS BEEN ON A SICK LEAVE INJURY FOR LESS THAN THIRTY (30) DAYS, SHALL GIVE THEIR SUPERVISOR PRIOR NOTICE OF AT LEAST ONE (1) WORKDAY IN ORDER TO FACILITATE ORDERLY CREW ASSIGNMENTS. EMPLOYEES WHO HAVE BEEN ON SICK LEAVE FOR THIRTY DAYS OR MORE SHALL GIVE THEIR SUPERVISOR AT LEAST THREE (3) WORKING DAYS' NOTICE OF THEIR INTENTION TO RETURN TO WORK.**

(15)(A). JPEC CARRIES WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE AND FEDERAL LAW. EMPLOYEES ELIGIBLE FOR THIS INSURANCE MAY USE ACCRUED SICK LEAVE DURING THE FIRST FORTY (40) STRAIGHT TIME WORKING HOURS FOLLOWING A COMPENSATORY INJURY. EMPLOYEES MAY USE TWO SICK LEAVE DAYS (A TOTAL OF 16 HOURS) PER FULL WORK WEEK AS LONG AS THEY ARE ELIGIBLE FOR COMPENSATION AND THEY HAVE NOT EXHAUSTED THEIR ACCRUED SICK LEAVE. THIS PROVISION WILL NOT EXTEND MORE THAN TWENTY-SIX (26) WEEKS FROM THE DATE OF COMPENSATORY INJURY.

(B) LIGHT-DUTY WORK MAY BE ASSIGNED TO ANY EMPLOYEE WHO HAS BEEN RELEASED BY HIS/HER DOCTOR TO PERFORM LIGHT-DUTY WORK. HOWEVER, LIGHT-DUTY WORK MUST BE AVAILABLE THAT MEETS THE MEDICAL RESTRICTIONS SET FORTH BY THE ATTENDING PHYSICIAN. THE EMPLOYEE MUST HAVE KNOWLEDGE OF THE SKILLS NECESSARY TO PERFORM THE AVAILABLE WORK. IF THERE IS NO LIGHT-DUTY WORK AVAILABLE, WHICH IS AT THE SOLE DISCRETION OF MANAGEMENT, THAT THE EMPLOYEE CAN SAFELY PERFORM, A POSITION WILL NOT BE CREATED TO ACCOMMODATE HIM/HER.

(C) LIGHT-DUTY WORK WILL TERMINATE WHENEVER THE EMPLOYEE IS RELEASED FOR REGULAR DUTY OR LIGHT-DUTY WORK IS NO LONGER AVAILABLE OR THE EMPLOYEE CANNOT SUCCESSFULLY COMPLETE THE ASSIGNED WORK. FAILURE TO NOTIFY JPEC OF BEING RELEASED TO FULL DUTY STATUS MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION.

(D) WAGES FOR LIGHT-DUTY WORK WILL BE PAID AT 100% OF THE EMPLOYEE'S REGULAR GROSS BASE WAGES IF EMPLOYEE IS INJURED WHILE AT WORK AND IF LIGHT-DUTY WORK IS AVAILABLE AS DESCRIBED ABOVE.

(E) WHILE THE EMPLOYEE IS ON LIGHT-DUTY WORK, HE/SHE WILL NOT BE ELIGIBLE FOR STANDBY OR OVERTIME PAY UNLESS APPROVED BY HIS/HER DIRECT SUPERVISOR.

(F) AN EMPLOYEE WHO HAS BEEN AWAY FROM HIS/HER REGULAR EMPLOYMENT FOR THIRTY (30) SUCCESSIVE CALENDAR DAYS OR MORE UNDER THE CARE OF HIS/HER PHYSICIAN AND RELEASED TO FULL DUTY (NOT COUNTING VACATION PER SCHEDULE), JPEC MAY SEND HIM/HER TO A PHYSICIAN OF ITS CHOOSING FOR A FUNCTIONAL CAPACITY MEDICAL EVALUATION TO DETERMINE HIS/HER ABILITY TO PERFORM HIS/HER JOB BEFORE BEING RETURNED TO HIS/HER JOB. IF, AT ANY TIME, JPEC REQUIRES AN EMPLOYEE TO BE SEEN BY THE PHYSICIAN, JPEC WILL GIVE THE EMPLOYEE A MINIMUM OF THIRTY-SIX (36) HOURS' NOTICE FOR SAID APPOINTMENT. IT SHALL BE THE EMPLOYEE'S RESPONSIBILITY TO ENSURE THAT HUMAN RESOURCES HAS THE EMPLOYEE'S CURRENT CONTACT INFORMATION AT ALL TIMES SO THAT THE APPROPRIATE NOTICE MAY BE GIVEN.

(16). FUNERAL PAY: IN CASE OF DEATH IN THE IMMEDIATE FAMILY OF AN ACTIVE EMPLOYEE, THE EMPLOYEE SHALL BE GRANTED THE DAY BEFORE THE FUNERAL OR MEMORIAL SERVICE, THE DAY OF THE FUNERAL OR MEMORIAL SERVICE, AND THE DAY AFTER FUNERAL OR MEMORIAL SERVICE LEAVE WITH PAY IF SAID DAYS FALL ON THE EMPLOYEE'S NORMAL WORKING DAYS. IMMEDIATE FAMILY, FOR THE PURPOSES OF THIS POLICY INCLUDES: SPOUSE, PARENT, STEP-PARENT, CHILD,

STEP-CHILD, GRANDCHILD, BROTHER, SISTER, GRANDPARENT, IN-LAW OF THE EMPLOYEE (I.E. MOTHER/FATHER-IN-LAW, SISTER/BROTHER-IN-LAW, DAUGHTER/SON-IN-LAW) OR A RELATED DEPENDENT LIVING IN THE EMPLOYEE'S HOUSEHOLD. FOR SITUATIONS REQUIRING MORE THAN THREE DAYS, EMPLOYEES MAY USE VACATION LEAVE.

ONE-DAY LEAVE TO ATTEND THE FUNERAL OR MEMORIAL SERVICE, PROVIDED THE FUNERAL IS ON THE EMPLOYEE'S NORMAL WORKING DAY SHALL BE GRANTED FOR THE DEATH OF RELATIVES OUTSIDE THE IMMEDIATE FAMILY WHICH INCLUDE: AUNT, UNCLE, NIECE, NEPHEW, OR GREAT-GRANDPARENT.

WITH THE PRIOR APPROVAL OF THE DEPARTMENT HEAD ONE HALF (1/2) OF ONE (1) DAY MAY BE GRANTED TO ATTEND FUNERALS OR ACT AS PALLBEARERS FOR FRIENDS OR RELATIVES OUTSIDE THE IMMEDIATE FAMILY PROVIDED THE FUNERAL FALLS ON THE EMPLOYEE'S NORMAL WORKING DAY.

FUNERAL PAY WILL NOT BE PAID WHILE AN EMPLOYEE IS ON LAYOFF, LEAVE OF ABSENCE OR ANY HOLIDAY FALLING WITHIN THE PERIOD THE EMPLOYEE IS ABSENT.

THE MANAGEMENT OF THE COOPERATIVE RESERVES THE RIGHT TO GRANT ADDITIONAL PAID FUNERAL LEAVE IF CONDITIONS WARRANT SAID ADDITIONAL DAYS.

(17). ALL EMPLOYEES WHO OPERATE HEAVY EQUIPMENT AS PART OF THEIR JOB DUTIES MUST MEET THE REQUIREMENTS FOR CERTIFICATION SET BY THE DEPARTMENT OF TRANSPORTATION. EMPLOYEES ARE SUBJECT TO RECERTIFICATION EVERY TWO YEARS. THE EMPLOYEE SHALL BE SOLELY RESPONSIBLE FOR INSURING CDL/ENDORSEMENT REQUIREMENTS ARE MAINTAINED, PROOF OF COMPLIANCE SHALL BE PROVIDED TO HUMAN RESOURCES BY THE EMPLOYEE.

(18). NO EMPLOYEE COVERED BY THIS AGREEMENT SHALL ABSENT HIMSELF FROM DUTY WITHOUT SECURING PERMISSION FROM HIS IMMEDIATE SUPERVISOR OR DEPARTMENT HEAD. IN CASE OF ILLNESS, THE EMPLOYEE SHALL USE EVERY EFFORT TO NOTIFY HIS IMMEDIATE SUPERVISOR OR DEPARTMENT HEAD BEFORE WORKING HOURS.

(19). ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE PAID ON FRIDAY OF EACH WEEK FOLLOWING ONE (1) WEEK'S PREPARATION TIME. A WEEK TO BE FROM SATURDAY, 12:01 A.M. TO FRIDAY 12:00 MIDNIGHT. WHEN PAY DAY FALLS ON A HOLIDAY, EMPLOYEES WILL BE PAID ON THE PRECEDING DAY.

EFFECTIVE JANUARY 1, 2006, DIRECT DEPOSIT WILL BE MANDATORY FOR ALL EMPLOYEES.

(20). JANUARY 1, 1998, JPEC WILL ADOPT A 30 YEAR OR AGE 62 RETIREMENT PLAN ADMINISTERED BY THE NATIONAL RURAL ELECTRIC COOPERATIVE ASSOCIATION (NRECA). JPEC WILL PAY THE FULL PREMIUM OF THE NRECA RETIREMENT AND SECURITY PLAN AS REQUIRED TO MAINTAIN A 1.8 DEFINED BENEFIT LEVEL FROM AND AFTER JANUARY 1, 2020, GOING FORWARD. THIS DEFINED BENEFIT PLAN IS FOR EMPLOYEES HIRED PRIOR TO NOVEMBER 3, 2005 ONLY.

FOR EMPLOYEES HIRED AFTER NOVEMBER 3, 2005 JPEC WILL ADOPT A 30 YEAR OR AGE 62 RETIREMENT PLAN ADMINISTERED BY THE NATIONAL RURAL ELECTRIC COOPERATIVE ASSOCIATION (NRECA). JPEC WILL PAY THE FULL PREMIUM OF THIS NRECA RETIREMENT AND SECURITY PLAN AS REQUIRED TO MAINTAIN A 1.8 DEFINED BENEFIT LEVEL, FROM AND AFTER JANUARY 1, 2020 GOING FORWARD.

(21). ALL EMPLOYEES MAY CONTRIBUTE TO THE NRECA 401(K) PENSION PLAN THROUGH PAYROLL DEDUCTIONS. THE AMOUNT OF THESE CONTRIBUTIONS WILL BE ADMINISTERED BY NRECA UNDER IRS GUIDELINES.

(22). JPEC AGREES TO PAY INTO THE NECA-IBEW PENSION BENEFIT TRUST FUND ON BEHALF OF ALL BARGAINING UNIT EMPLOYEES AN AMOUNT EQUAL TO 5% OF ALL GROSS BASE WAGES EFFECTIVE ANNUALLY ON NOVEMBER 15 OF EACH YEAR. GROSS BASE WAGES MEANS ALL WAGES DUE AN EMPLOYEE, EXCLUDING ANY WAGES PAID FOR OVERTIME HOURS.

(23)(A) IT IS MUTUALLY AGREED BY THE PARTIES HERETO THAT JPEC AND THE EMPLOYEES SHALL JOINTLY CONTRIBUTE (AS SPECIFIED IN ARTICLE VII, PARAGRAPH (24)(B)) TO THE NECA-IBEW WELFARE TRUST FUND THE REQUIRED HOURLY RATE, AS ESTABLISHED BY THE FUND TRUSTEES, FOR THE LENGTH OF THIS AGREEMENT.

(B) BEGINNING ON DECEMBER 1, 2024, JPEC SHALL PAY 82.5% OF THE FULL PREMIUM COST, AND EMPLOYEES SHALL PAY 17.5% OF THE FULL PREMIUM COST VIA EMPLOYEE PAYROLL DEDUCTION.

BEGINNING ON DECEMBER 1, 2025, JPEC SHALL PAY 82.5% OF THE FULL PREMIUM COST, AND EMPLOYEES SHALL PAY 17.5% OF THE FULL PREMIUM COST VIA EMPLOYEE PAYROLL DEDUCTION.

BEGINNING ON DECEMBER 1, 2026, JPEC SHALL PAY 82.5% OF THE FULL PREMIUM COST, AND EMPLOYEES SHALL PAY 17.5% OF THE FULL PREMIUM COST VIA EMPLOYEE PAYROLL DEDUCTION.

BEGINNING ON DECEMBER 1, 2027, JPEC SHALL PAY 82.5% OF THE FULL PREMIUM COST, AND EMPLOYEES SHALL PAY 17.5% OF THE FULL PREMIUM COST VIA EMPLOYEE PAYROLL DEDUCTION.

(C) UPON RETIREMENT, JPEC WILL CONTINUE TO PROVIDE HEALTH INSURANCE COVERAGE FOR ITS RETIREES FOR A MAXIMUM OF 10 YEARS OR UNTIL SAID EMPLOYEE IS MEDICARE ELIGIBLE, WHICHEVER COMES FIRST. THIS RETIREE BENEFIT WILL CONTINUE THROUGHOUT THE ENTIRE PERIOD FOR WHICH THE RETIREE IS ELIGIBLE.

(D) THE FAILURE OF THE INDIVIDUAL EMPLOYER TO COMPLY WITH THE APPLICABLE PROVISIONS OF THE NECA-IBEW WELFARE TRUST FUND AGREEMENT SHALL ALSO CONSTITUTE A BREACH OF THIS LABOR AGREEMENT.

(24). LONG TERM DISABILITY. JPEC WILL PROVIDE TWO THIRDS (2/3) OF THE COST OF NRECA LONG TERM DISABILITY INSURANCE, IF THE EMPLOYEE ELECTS TO CONTRIBUTE THE BALANCE OF ONE THIRD (1/3).

(25). STAND BY: JPEC WILL INSTITUTE THE ON-CALL PLAN WHEREBY EMPLOYEES WILL BE DESIGNATED TO BE AVAILABLE FOR EMERGENCY CALLS. THESE ON-CALL ALLOCATIONS ARE TO BE ROTATED OVER THE EMPLOYEES IN THE CLASSIFICATIONS MEETING THE REQUIREMENTS OF EMERGENCY WORK. THE ON-CALL CREW WILL NOT BE GUARANTEED SCHEDULED OVERTIME.

THE ON-CALL CREW SHALL REPORT FOR WORK ON SATURDAY AND MONDAY THROUGH THURSDAY OF THE WORKWEEK AND BE OFF ON FRIDAY, SATURDAY AND SUNDAY FOLLOWING THEIR ON-CALL DUTY. THEY SHALL BE ON-CALL FROM THURSDAY, 3:30 P.M., UNTIL THE FOLLOWING THURSDAY, 3:30 P.M. THE CREW THAT IS DESIGNATED AS THE ON-CALL CREW SHALL BE PAID A PREMIUM RATE FOR THEIR REGULAR FORTY (40) HOURS OF WORK. THAT PREMIUM RATE SHALL BE THE RATE, AFTER ADDING THIRTY (30) PERCENT TO THEIR BASE RATE. ANY HOURS WORKED IN EXCESS OF FORTY (40) IN A WEEK OR IN EXCESS OF EIGHT (8) IN A DAY SHALL BE COMPENSATED FOR AT A RATE OF ONE AND ONE-HALF (1 1/2) TIMES THE PREMIUM RATE EXCEPT THAT WORK PERFORMED ON SUNDAYS OR HOLIDAYS WILL BE TWO (2) TIMES THE PREMIUM RATE. IN THE EVENT A HOLIDAY OCCURS DURING

THE ON-CALL PERIOD, THE EMPLOYEE MAY SELECT A DAY OF THE FOLLOWING WEEK TO CELEBRATE THE HOLIDAY. THIS WOULD ALSO APPLY TO THE ON-CALL CREWS COMING ON DUTY THANKSGIVING AFTERNOON.

(26). IT IS 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 JPEC AND THE PARTICULAR JOB TO WHICH THEY HAVE BEEN ASSIGNED. NO LINE TECHNICIAN WILL RECEIVE CREW LEADER PAY WHEN NOT WORKING AS A CREW LEADER

(27). JPEC AGREES TO THE MINIMUM RATES OF PAY AS SET FORTH BELOW BUT MAY PAY HIGHER RATES. IN ADDITION, IT SHOULD BE NOTED THAT HEREINBELOW POSITIONS OF LEAD LINE TECHNICIAN AND LEAD SUBSTATION TECHNICIAN HAVE BEEN CREATED. THE LEAD LINE TECHNICIAN OR LEAD SUBSTATION TECHNICIAN WILL NOT RECEIVE CREW LEADER PAY AT ANY TIME.

Classification	2023	2024	2025	2026	2027
		11%	8%	3.50%	3%
Substation Crew Leader	\$ 44.07	\$ 48.92	\$ 52.83	\$ 54.68	\$ 56.32
Substation Lead Line Technician	\$ 42.07	\$ 46.70	\$ 50.43	\$ 52.20	\$ 53.76
Substation Technician	\$ 40.07	\$ 44.48	\$ 48.04	\$ 49.72	\$ 51.21
Crew Leader	\$ 44.07	\$ 48.92	\$ 52.83	\$ 54.68	\$ 56.32
Lead Line Technician	\$ 42.07	\$ 46.70	\$ 50.43	\$ 52.20	\$ 53.76
Line Technician	\$ 40.07	\$ 44.48	\$ 48.04	\$ 49.72	\$ 51.21
Apprentice Line Technician					
8th 6 Months	\$ 38.07	\$ 42.26	\$ 45.64	\$ 47.24	\$ 48.65
7th 6 Months	\$ 36.46	\$ 40.47	\$ 43.71	\$ 45.24	\$ 46.60
6th 6 Months	\$ 34.06	\$ 37.81	\$ 40.83	\$ 42.26	\$ 43.53
5th 6 Months	\$ 32.05	\$ 35.58	\$ 38.42	\$ 39.77	\$ 40.96
4th 6 Months	\$ 30.05	\$ 33.36	\$ 36.02	\$ 37.28	\$ 38.40
3rd 6 Months	\$ 28.04	\$ 31.12	\$ 33.61	\$ 34.79	\$ 35.83
2nd 6 Months	\$ 26.05	\$ 28.92	\$ 31.23	\$ 32.32	\$ 33.29
1st 6 Months	\$ 24.04	\$ 26.68	\$ 28.82	\$ 29.83	\$ 30.72
Line Technician Assistant	\$ 36.46	\$ 40.47	\$ 43.71	\$ 45.24	\$ 46.60
Crew Assistant					
2nd 6 Months	\$ 22.04	\$ 24.46	\$ 26.42	\$ 27.35	\$ 28.17
1st 6 Months	\$ 20.04	\$ 22.24	\$ 24.02	\$ 24.86	\$ 25.61
Material Handler	\$ 34.06	\$ 37.81	\$ 40.83	\$ 42.26	\$ 43.53
Warehouse Helper	\$ 30.05	\$ 33.36	\$ 36.02	\$ 37.28	\$ 38.40
Meter Reader	\$ 34.06	\$ 37.81	\$ 40.83	\$ 42.26	\$ 43.53
Meter Technician	\$ 31.26	\$ 34.70	\$ 37.47	\$ 38.79	\$ 39.95
Electronic Technician	\$ 40.07	\$ 44.48	\$ 48.04	\$ 49.72	\$ 51.21

(28). ANY EMPLOYEE WHO IS FORCED TO CHANGE FROM ONE PAY CLASSIFICATION TO A LOWER CLASSIFICATION SHALL RECEIVE THE RATE OF PAY IN THAT CLASSIFICATION COMMENSURATE WITH THE EMPLOYEE'S SENIORITY.

(29) THE LINE TECHNICIAN ASSISTANT CLASSIFICATION IS RESERVED FOR A LINE TECHNICIAN WHO IS NO LONGER ABLE TO PERFORM A LINE TECHNICIAN'S DUTY BUT WHO CAN RENDER A VALUABLE SERVICE TO JPEC PROVIDED HE HAS TEN (10) YEARS OF SERVICE WITH JPEC AND IS QUALIFIED TO PERFORM A CREW ASSISTANT DUTY.

UP TO ONE YEAR AS A CREW ASSISTANT IS A PRE-REQUISITE TO APPRENTICE LINE TECHNICIAN, UNLESS APPROVED BY THE DEPARTMENT VP TO BYPASS THE CREW ASSISTANT POSITION. DURING THIS TIME, THE INDIVIDUAL WILL COMPLETE JPEC'S CURRENTLY RECOGNIZED PRE-APPRENTICE LINE TECHNICIAN PROGRAM OR SIMILAR ESTABLISHED PRE-APPRENTICE LINE TECHNICIAN PROGRAM.

MANAGEMENT SHALL HAVE THE SOLE DISCRETION ON THE ACCEPTANCE OF THE PRE-APPRENTICE TRAINING. AFTER COMPLETION OF PRE-APPRENTICE TRAINING, CREW LEADERS AND MANAGEMENT WILL DETERMINE WHEN THE INDIVIDUAL IS READY TO ENTER INTO JPEC'S APPRENTICE PROGRAM.

(30) EFFECTIVE JANUARY 1, 2025 AND EACH YEAR THEREAFTER, JPEC AGREES TO PAY INTO A BENEFIT FUND, KNOWN AS THE JPEC/IBEW HEALTH REIMBURSEMENT ACCOUNT (HRA), AN AMOUNT EQUAL TO TWENTY-FIVE CENTS (\$0.25) FOR ALL HOURS PAID, EXCLUDING OVERTIME HOURS WORKED BY EMPLOYEES COVERED BY THIS AGREEMENT; CONTRIBUTIONS TO BE MADE MONTHLY BY JPEC.

ARTICLE VIII EMPLOYEE OBLIGATIONS

(1). EMPLOYEES SHALL BE ALLOWED REASONABLE TIME TO VOTE IN ALL FEDERAL, STATE AND LOCAL ELECTIONS WITHOUT LOSS IN STRAIGHT-TIME PAY, PROVIDED THE EMPLOYEES SHOW ELIGIBILITY TO VOTE AND PROVIDING SUCH EXTRA TIME IS NECESSARY.

(2). EACH EMPLOYEE HAS CERTAIN BASIC OBLIGATIONS. EACH EMPLOYEE SHALL REPORT TO WORK ON TIME EACH SCHEDULED DAY AND BE AT THE WORKSTATION READY TO WORK AT THE SCHEDULED STARTING TIME; BE FIT FOR WORK; PERFORM A FAIR DAY'S WORK; FOLLOW THE INSTRUCTIONS OF THE CREW LEADER; ADHERE TO JPEC'S WORK RULES; SHALL COMPLY WITH APPROPRIATE SAFETY PRACTICES; AND GENERALLY FURTHER JPEC'S INTEREST IN PROVIDING RELIABLE AND EFFICIENT SERVICE TO ITS CUSTOMERS.

(3). EACH EMPLOYEE IS RESPONSIBLE FOR HAVING HIS CORRECT ADDRESS AND TELEPHONE NUMBER ON FILE WITH JPEC. JPEC MAY RELY ON THE ADDRESS AND TELEPHONE NUMBER ON FILE IN GIVING ANY NOTICE REQUIRED BY THIS AGREEMENT.

ARTICLE IX MILITARY LEAVE

EMPLOYEES INDUCTED INTO THE ARMED FORCES OF THE UNITED STATES SHALL BE RE-EMPLOYED ACCORDING TO THE PROVISIONS OF THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, AS AMENDED, (VEVRA), AND THE UNIFORMED SERVICES EMPLOYMENT AND RE-EMPLOYMENT RIGHTS ACT OF 1994. ANY AND ALL BENEFITS UNDER THIS AGREEMENT WHICH REQUIRE

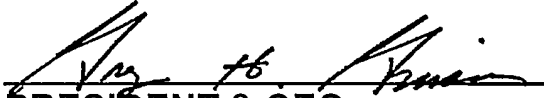
WORKING AS A CONDITION OF EARNING SUCH BENEFITS AND SUCH OTHER BENEFITS AS HEALTH, MEDICAL AND OTHER INSURANCE SHALL NOT BE DUE SUCH EMPLOYEES, UNLESS SPECIFICALLY REQUIRED BY STATUTE.

**ARTICLE X
STATEMENT OF NON-DISCRIMINATION**

JACKSON PURCHASE ENERGY CORPORATION IS AN EQUAL OPPORTUNITY EMPLOYER AND WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, RELIGION, OR DISABILITY. JPEC COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY ASSURES AFFIRMATIVE ACTION WILL BE IMPLEMENTED THROUGHOUT THE CORPORATION.

ARTICLE XI
SIGNATURE PAGE

SIGNED THIS 24TH DAY OF OCTOBER, 2024



PRESIDENT & CEO
JACKSON PURCHASE
ENERGY CORPORATION

10/24/2024
DATE



BUSINESS MANAGER
LOCAL UNION 816
PADUCAH KENTUCKY
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

10-31-24
DATE

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

11/25/2024

Kenneth Cooper,
International President

This approval does not make the
International a party to this agreement.