

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of August, 2024, by and between MENARD ELECTRIC COOPERATIVE, an Illinois not for profit corporation, having its principal offices at Petersburg, Illinois, hereinafter designated as “Employer” or “Cooperative”, party of the first part, and LOCAL UNION 51, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, party of the second part, hereinafter referred to as the “Union”, for and in consideration of the mutual covenants hereinafter contained to be performed by each of the respective parties hereto, WITNESSETH;

That the parties hereto contract and agree as follows:

ARTICLE I

Principles and Continuity of Work

- Section 1.
- (a) That the Employer and the Union have a common and sympathetic interest in the efficiency and success of the Cooperative in performing its function in the sale and distribution of electricity among its members in rural areas and in meeting effectively the particular problems which arise in such operations.
 - (b) The Union recognizes that it is affected by the public interest and the dominant purpose of the Cooperative of making electricity widely available in rural areas at low rates. The Employer recognizes that it not only owes the duty to serve its members but that it also has an obligation for the welfare of its employees in this enterprise.
- Section 2.
- (a) Both parties hereto recognize the value of written agreements and of adequate machinery for adjusting all differences by agreed and effective common sense methods. Pursuant to certification of the National Labor Relations Board, the Employer recognizes the Union as the exclusive Bargaining Agency for all maintenance and construction employees on wages, hours and conditions of employment. The Bargaining Unit shall include a crew leader, all classifications of lineman, groundmen, storekeepers and laborers, but shall exclude office, clerical, sales, supervisory and professional personnel of the Cooperative as defined in the National Labor Relations Act.
 - (b) The Union recognizes its responsibilities to cooperate with the Employer to assure maximum service at minimum cost in order to provide economic security for all connected with the Employer.

The Cooperative will not treat employees in an unreasonable manner and in all matters each party will respond one to another in consideration and respect.

Section 3. Neither the Union nor the bargaining unit employees will during the life and period of this Agreement either encourage, cause or take part in any type of strike, picketing, work stoppage, slowdown of work production or service to the Cooperative's members, or non-performance of assigned work for any reason and even if a dispute has arisen over matters relating to the provisions of this Agreement or any matters that either party had the right to negotiate during the bargaining on this Agreement. The Union, its officials, and the Union Stewards in such event shall in good faith and without delay publicly disavow such activity and promptly take affirmative action necessary to prevent and to quickly terminate such unauthorized strikes, picketing, work stoppages, work slowdowns, or non-performance of work. The Cooperative shall have the right to discipline employees responsible for, or who participate in, such unauthorized activities including the right of discharge.

The Cooperative agrees there shall be no lockouts during the term of this agreement.

Section 4. This Agreement shall be binding upon the Employer and the Union, shall take effect on the 1st day of August, A.D., 2024, and shall remain in full force and effect until 12:00 o'clock midnight on the 31st day of July, A.D., 2028, and from year to year thereafter until or unless canceled or amended by the giving of sixty (60) days' notice in writing prior to the end of any year by either party to the other. Any proposed changes in the Agreement shall be submitted in writing to the other party by the party seeking amendment no less than five (5) business days prior to the first scheduled renegotiations meeting between the parties, unless an alternate date is mutually agreed to in writing.

Section 5. Meetings between the Union and the Cooperative will be held during regular hours of the working day. Negotiators' wages will be paid by the Union.

Section 6. Access to and/or use of the Cooperative's property is limited to its employees, and employees' access is limited to working time. However, the Cooperative will allow the Union's representative access to its property which is necessary for the Union to investigate an alleged violation of a term of this Agreement which has been set forth in a written grievance. Such access shall not interfere with the Cooperative's operations nor its employees' work.

ARTICLE II

Management Rights and Union Security

- Section 1. The Cooperative retains the sole right to manage its business and to direct its working force covered by this Agreement. This includes the right to hire, to classify, to transfer, to promote to supervisory or other positions, to demote, to discipline, to discharge for just cause, to determine and modify the work of job classifications, to determine an employee's ability or qualifications to perform the work required, to use improved equipment, to subcontract any operations of work, to permanently or temporarily increase or decrease the working force, to plan, direct, control, curtail, discontinue, merge or increase operations, and to maintain order efficiency, including, but not limited to, the right to establish, modify and enforce work rules in order to comply with federal or state regulations, to promote safety among the employees and for the public, to provide service to the members and to regulate the conduct among the employees. The failure to set forth specific retained rights does not constitute a waiver or elimination of vested retained rights or to implied management reserved rights. Unless expressly set forth herein, no limitations upon the rights of management shall be implied from any source. The Cooperative in exercising these rights will not discriminate, however, against any unit employee because of membership in the Union.
- Section 2. The Cooperative recognizes the right of its employees to bargain collectively through representatives of the Union as the sole bargaining agent of the employees who are covered by this Agreement on the conditions that the Union remains certified and continues to represent a majority of the bargaining unit employees.
- Section 3. This Agreement shall not prevent the Cooperative from employing persons to supervise or perform work of a special nature.
- Section 4. It is mutually agreed that all employees covered hereunder, as a condition of employment or continued employment, shall become and remain members of the Union so long as so employed or this Agreement is in force and effect. New employees shall become members within thirty (30) days after date of their employment. This Section shall not require the Cooperative to discharge employees in violation of their rights as determined by the National Labor Relations Board or by the Supreme Court of the United States.

ARTICLE III

Seniority

Section 1. Supervisory, technical or other employees of the Cooperative who are not members of the bargaining unit may perform work normally done by bargaining unit employees during emergencies, during consumer outages, during test on equipment, and during situations requiring additional technical skill or knowledge if unit employees have had the opportunity to do this work. However, any such work performed by supervisory, technical or non-bargaining unit employees will not result in the loss of regular work time to any unit employee. No work regularly and continuously performed by the unit employees will be assigned to supervisory, technical or other non-bargaining unit employees for the sole purpose of depriving unit employees of overtime work.

Notwithstanding the protection of work provided by this provision for members of the bargaining unit, supervisory, technical, or other employees of the Cooperative who are not members of the unit may perform the tasks of engaging the remote features of a meter or equipment installed at a member's service location during normal business hours on an as-needed basis and not as a routine.

If the Cooperative subcontracts any work which is regularly and continuously performed by the bargaining unit employees, the Cooperative may not as a result of such subcontracting either layoff or part-time regular bargaining unit employees.

Section 2. When making a reduction in force, the employee most recently hired in the affected classification will be put off work first, provided, however, that such employee may exercise his seniority in all classifications in which he is qualified. When adding employees, those most recently put out of work will be hired first, if they have the skill and ability to do the work available.

Section 3. Seniority is defined as the length of time an employee has been employed by the Cooperative as a member of the bargaining unit. If at any time the seniority of an employee is broken due to resignation of the employee or the employee being put out of work for a period of more than twelve (12) continuous months as provided for herein, seniority shall be reset to reflect the length of time since his/her first date of employment following rehire or reinstatement.

Section 4. (a) The Cooperative agrees that it will use seniority, previous job performance, educational qualifications, and the mental and physical abilities of the employee, as major factors in its consideration of promotion in job classifications within the bargaining unit. However, final decision as to promotions shall solely and exclusively belong to the

Cooperative, subject to the grievance procedure only for abuse of discretion.

- (b) The seniority of a Journeyman shall include time served as an apprentice.
- (c) When a vacancy occurs, the Cooperative shall post a notice on the bulletin board at its headquarters for a period of not less than five (5) working days. The Union Steward shall have the authority to place a bid on the position for any interested employee not reporting to headquarters or who is off work for any reason.

Section 5. Seniority shall be deemed to have been broken for the following reasons:

- (a) If the employee resigns.
- (b) If the employee is discharged for any reason in Management Rights and Union Security, Article II, Section 1.
- (c) If the employee is absent from work without leave authorized by Employer.
- (d) If the employee is laid off because of insufficient work or other reasons, is physically able to return to work and subsequently fails to return to work or to make satisfactory arrangements to return to work within fourteen (14) days after the Employer has issued written notice to return to work by certified U. S. Mail to the employee's address last given to the Employer by the employee.
- (e) If the employee is put out of work for more than twelve (12) continuous months.

Section 6. A new employee, or a reemployed employee whose seniority has been terminated, shall upon hiring or rehiring be subject to a nine (9) month probationary work period with the Cooperative, during which period the Employer shall have the right to discharge for its own reasons. Qualifications for seniority for an employee completing probation shall be retroactive to the date of employment.

ARTICLE IV

Grievance and Arbitration Procedure

Section 1. Any difference arising between an employee or a group of employees within the bargaining unit as to the Cooperative's interpretation or application of this Agreement may constitute a grievance unless otherwise provided within this Agreement. Grievances shall be brought pursuant to the following steps and procedures:

First, the grievance shall be discussed between the employee or employees concerned, together with the Union Steward if so desired, and the immediate supervisor within three (3) working days from the date the alleged grievance occurred. Any grievance not settled by this Step within three (3) working days from its submission shall be dealt with as provided in the Second Step.

Second, any grievance not settled with the verbal complaint to the immediate supervisor shall be reduced to writing within seven (7) calendar days from the date the alleged grievance occurred and submitted to the Cooperative's General Manager. The written grievance shall be signed by all employees involved in the dispute, and it shall contain:

- (a) a statement of the grievance;
- (b) the date of the protested or disputed event;
- (c) the specific provision of this Agreement being violated by the protested or disputed event or action; and
- (d) the remedy or redress being requested on behalf of the employee.

Any written grievance not settled to the mutual satisfaction of both parties within seven (7) calendar days after being submitted to the General Manager shall be dealt with as provided in the Third Step. However, a decision by the General Manager shall be final upon questions of management and retained rights by the Cooperative in Management Rights and Union Security, Article II, Section 1, except as to any right which is limited expressly in this Agreement or as to a disciplinary penalty which is arbitrary, capricious and an abuse of discretion.

Third, except for a final decision on a management or retained right, the Union may within seven (7) calendar days after receipt of a determination by the General Manager in Step Two, demand arbitration to determine the

settlement of the grievance by giving written notice of such demand within the specified period. Such arbitration shall be in accordance with Sections 2, 3, and 4 of this Article.

Section 2. Within seven (7) calendar days after receipt of the written notice requesting arbitration, the parties shall attempt to agree upon an impartial arbitrator. If the parties cannot so agree, they shall jointly request a list of seven (7) arbitrators from the director of the Federal Mediation and Conciliation Service, the American Arbitration Association or another service mutually acceptable to the Union and the Cooperative.

Beginning with the party desiring arbitration, the parties shall alternatively strike a name from the list until only one name remains, which individual shall be the arbitrator.

Section 3. Fees and expenses of the arbitrator shall be borne equally by the parties, together with any incidental or general expenses in connection with the arbitration, such as transcription of the proceeding, facility costs and deposition costs. However, each party shall pay its own counsel fees, witness fees, and expenses. All unit employees testifying or attending arbitration proceedings arising out of a grievance shall do so at no expense to the Cooperative and shall not be paid by the Cooperative unless subpoenaed by the Cooperative.

Section 4. The Arbitrator shall have no power to render a decision as to the arbitrability of an issue or which adds to, subtracts from, or modifies this Agreement, and the Arbitrator's decision shall be confined to the meaning of the specific Agreement provisions which gave rise to or which relates to the dispute. The time limitations in this Article are jurisdictional, and may be extended only upon mutual consent of the parties. Any grievance which does not proceed to hearing before an arbitrator within sixty (60) days from the acceptance by the arbitrator shall be considered settled without opinion.

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ARTICLE V

Job Classification and Wage Rates

Section 1. Job classification and wage rates of Employer under this Agreement shall be as follows:

Classification	8/1/2024	8/1/2025	8/1/2026	8/1/2027
Crew Leader	\$54.94	\$57.69	\$60.00	\$62.55
Area Serviceman	\$53.35	\$56.02	\$58.26	\$60.74
Leadman	\$53.35	\$56.02	\$58.26	\$60.74
Journeyman	\$52.13	\$54.74	\$56.93	\$59.35
Apprentice 4th yr (90%)	\$46.92	\$49.27	\$51.24	\$53.42
Apprentice 3rd yr (85%)	\$44.31	\$46.53	\$48.39	\$50.45
Apprentice 2nd yr (80%)	\$41.70	\$43.79	\$45.54	\$47.48
Apprentice 1st yr (75%)	\$39.10	\$41.06	\$42.70	\$44.51
Truck Driver/Groundman	\$41.45	\$43.52	\$45.26	\$47.18
Groundman	\$39.69	\$41.67	\$43.34	\$45.18
Storekeeper (Leadman)	\$44.44	\$46.66	\$48.53	\$50.59
Storekeeper	\$42.99	\$45.14	\$46.95	\$48.95
Storekeeper Helper 1st 6 mo	\$30.50	\$32.03	\$33.31	\$34.73
Storekeeper Helper 2nd 6 mo	\$35.58	\$37.36	\$38.85	\$40.50
Mechanic Groundman	\$42.56	\$44.69	\$46.48	\$48.46
Mechanic Groundman (Leadman)	\$44.44	\$46.66	\$48.53	\$50.59
Unskilled Help (Temporary*)	\$16.33	\$17.15	\$17.84	\$18.60

* Temporary as defined in Section 20 (c)

Section 2. The AIEC Apprenticeship Training Program will be the affiliated training program used by the Cooperative and recognized by the Union as the program that provides for the training, advancement, standards and testing of Apprentices as they advance to the Journeyman classification. The Employer will pay all of the fees and expenses required for an Apprentice to attend the program and any

required training as part of his/her apprenticeship in anticipation of the employee achieving Journeyman status. The current apprenticeship program cost is \$4,000 per apprenticeship step, with a maximum program cost amount of \$16,000.

- (a) Employee agrees that if he/she leaves for any reason during the training program they will pay back 100% of the cost for the program. If they leave from the date of hire through the end of the fourth step, the employee will pay 100% of the program costs incurred during their apprenticeship. Current step repayment will be paid at 50% if the employee is within the first six (6) months of that step, and 100% if the employee is in the last six (6) months of the current step. If employee leaves after becoming a Journeyman and within the first twelve (12) months thereafter, employee will pay 100% of the program cost. If employee leaves within 13-24 months after becoming a Journeyman, employee will pay 75% of the program cost. If employee leaves within 25-36 months after becoming a Journeyman, employee will pay 50% of the program cost.
- (b) Employee agrees that if he/she receives disciplinary discharge due to a terminable offense(s) during the apprenticeship program, outside of the initial nine (9) month probation period, they will pay back 100% of the program cost. If termination occurs from the date probation ends through the end of the fourth step, the employee will pay 100% of the program cost. Current step repayment will be paid at 50% if the employee is within the first six (6) months of that step, and 100% if the employee is in the last six (6) months of the current step. If termination occurs after becoming a Journeyman and within the first twelve (12) months thereafter, employee will pay 100% of the program cost. If termination is within 13-24 months after becoming a Journeyman, employee will pay 75% of the program cost. If termination is within 25-36 months after becoming a Journeyman, employee will pay 50% of the program cost.
- (c) Notwithstanding anything herein to the contrary, if the reason for an employee's leaving the Employer while in the apprenticeship program or after completion of the program is for:
 - (1) Death;
 - (2) Injury or illness where the employee would not be expected to return for 24 months or more; or
 - (3) Illness, injury or death to a parent, spouse or child, which creates a family hardship for which the employee must assist and which does not allow an employee to continue employment as a Journeyman during the period of the hardship, the employee shall

comply with all certification requests of the Employer to verify the initial and continued hardship,

then, the employee shall not be required to pay the amount specified in subsection (a) of this Section 2.

The Cooperative's General Manager shall be responsible for determining other situations for which an employee is not required to repay the apprenticeship program cost.

- (d) The repayment of the foregoing amounts due to an employee's leaving the Cooperative shall be agreed to in writing between the employee and the Employer, and prospectively applied for employees who enter the apprenticeship program on or after August 1, 2024.

Section 3. Job classifications and wage rates under the terms hereof shall become and be effective on August 1, 2024.

Section 4. In the event of the establishment of new job classifications for employees who fall within the bargaining unit, or of substantial modification of duties for existing job classifications, as hereinbefore provided, the Union will be advised in advance of such new or modified classifications. The rates for such affected jobs shall be established by agreement between the Employer and the Union.

Section 5. The appropriate pay rate will apply to temporary upgrades of journeyman lineman to crew leader or regular leadman the day he fills this position and will continue until he has been reassigned to his regular journeyman lineman's work.

Section 6. The Mechanic Groundman's and Mechanic Groundman (Leadman's) regular work week will be as specified in Article VI. On the first and last day of a regular work week, the Cooperative will have the flexibility to change the work hours for these two days with notice prior to the end of his last work day. The Mechanic Groundman and Mechanic Groundman (Leadman) will have the same flexibility so long as he notifies the Cooperative in advance and the change is approved by management.

Section 7. The Employer agrees to collect on regular basis, as mutually agreed upon by both parties, an amount equal to the dues (not including initiation fees, fines, or special assessments) for any employee submitting a signed payroll deduction authorization form to the Employer, and to pay over to the Local the total amount thus deducted for all such employees, together with a list of the names of the individuals from who the deductions were made.

- (a) Collection of Union dues by payroll deduction for any employee will proceed only on the basis of specific written authorization signed by the individual employee and delivered to the Employer. Such written authorization shall be on a form acceptable to the Employer and will continue in effect only during such periods as this Agreement or extensions thereof are in effect and the authorization remains unrevoked by the employee.
- (b) The Union shall provide a list with each job classification and the amount to be deducted per deduction from the payroll to the Employer.
- (c) Where an employee receives insufficient pay or benefit payments during the monthly dues deduction period, no deduction for Union dues will be made.
- (d) Should errors occur either through failure to begin deduction of the dues or to cease deductions, corrections will be made as of the date such errors are discovered without retroactive payments or deductions one way or the other. The Union shall make any corrections for under or over collection of dues directly with the employee.
- (e) If an employee is transferred or promoted on a permanent basis to an employment status exempt from the provisions of this Agreement, the Employer will discontinue immediately the deduction of Union dues and will notify the employee that the employee's new job classification does not come within the provisions of the Agreement.
- (f) The Union agrees that the Employer assumes no responsibility in connection with deduction of dues except that of forwarding money deducted as set forth in this Section.

ARTICLE VI

General Rules and Working Conditions

- Section 1.
- (a) Unless otherwise provided for herein, the work day shall be ten (10) working hours. The ten hours worked in a day shall be at the regular rate of pay, i.e., straight time. For all employee classifications except Area Serviceman, the work week shall be four (4) working days, Monday through Thursday. These line crew and warehouse employees shall normally report to their respective headquarters at 6:30 a.m., and be returned there at 5:00 p.m. The work week for Area Servicemen shall be four (4) working days either Monday through Thursday or Tuesday through Friday, as scheduled with the employee by Cooperative

management. Area Servicemen shall be normally available for duty between the hours of 6:30 a.m. and 5:00 p.m. on a work day.

The work day for all employees subject to this Agreement, however, may be varied temporarily by mutual consent of management and the employees affected. With adequate notice to an affected employee, the work week may be temporarily varied to five (5) eight (8) hour days (Monday through Friday) to allow for mutual benefits of Management and the affected employee.

- (b) Employees shall be entitled to one-half hour lunch period, normally to be between the hours of 12:00 o'clock noon and 12:30 p.m., or as close to noon as practicable. Employees will be expected to carry their lunch.
- (c) In case of variance in the normal work day, other benefits, restrictions, or matters provided for by this Agreement which are related to the work day shall also fluctuate accordingly.

Section 2. The Employer agrees to provide forty (40) hours per week employment to each regular employee, provided the employee is ready and in condition to perform the work in accordance with the terms and provisions of this agreement. For pay period purposes, the work week shall begin at 12:00 midnight on Sunday and end at 12:00 midnight the following Sunday.

Section 3. When conditions require that an employee shall work at a distance from his regular headquarters and remain on said work overnight, the Employer, at its option, shall either provide transportation, meals and lodging, or reimburse to a reasonable amount for expenses actually incurred for transportation, meals and lodging.

Section 4. (a) The following days shall be recognized as paid holidays:

New Year's Day	(1 day)
Good Friday	(1 day)
Memorial Day	(1 day)
Independence Day	(1 day)
Labor Day	(1 day)
Veterans Day	(1 day)
Thanksgiving Day	(1 day)
Day after Thanksgiving Day	(1 day)
Christmas	(1 day)
Day before Christmas	(1 day)

- (b) If paid holidays occur on Saturday or Sunday, the Cooperative will observe either Friday or Monday, whichever the local custom. To qualify

for holiday pay, an employee must work the day before and the day after each holiday where scheduled unless excused by the Employer.

- (c) During the week of an observed paid holiday, the work days of that week will be eight (8) working hours as determined by the Employer and communicated to the employees. The working hours during a holiday week shall begin no earlier than 6:30 a.m. and end no later than 5:00 p.m.

Section 5. Employees shall be entitled to fifteen (15) hours of personal time off with pay at the straight time rate. Personal time may be used in half-day or full work day increments, not to exceed three (3) personal time incidents per calendar year. It is understood by both parties that the use of personal time will be mutually agreed upon and the Cooperative will make every effort to fulfill the employee's needs. Employees may utilize accrued vacation hours to supplement the last and final use of personal time during the year in order to accomplish a half-day or full work day. New employees shall be entitled to eight (8) personal hours after one (1) month's service and fifteen (15) personal hours thereafter for each twelve (12) months' service. Personal hours shall be accrued on a calendar basis and be taken during the following calendar year. Unused personal hours are forfeited by the employee at the end of each calendar year.

Section 6. (a) All time worked in excess of regular hours, unless otherwise provided for herein, shall be paid for at the rate of time and three-quarters. All time worked on Sundays or the actual day of the holiday listed in Section 4 of this Article shall be paid for at time and three-quarters. Overtime worked within two (2) hours prior to the start time of the work day shall be based on actual time, with a minimum of one (1) hour overtime pay to the employee. Any call out between the end of a regular scheduled work day and the time of day two (2) hours prior to the start of the following regular scheduled work day shall be based on the actual hours worked with a minimum of two (2) hours overtime pay, except that overtime rates shall cease at the time of day representing the start of the following regular scheduled work day. Call out on overtime entitles the Employer to two (2) hours of labor at the overtime rate and should other callouts occur during this period, the overtime rate shall continue and the pyramiding of time shall not be permitted. Overtime rate is defined as time and three-quarters the regular straight time hourly rate, except as otherwise provided for in Section 19(h) of this Article.

- (b) Area Servicemen and linemen assigned to service watch, when requested to perform the task of engaging the remote features of a meter or equipment installed at a member's service location after normal business hours, shall have the option to complete the assignment by activating their Menard Electric computer system. If the employee can complete the assignment with the Menard Electric computer system and avoid a visit to

the member's service meter, the employee's pay will be based on the actual hours worked with a minimum of one (1) hour overtime pay. Callouts or re-connect of service requests on overtime entitles the Employer to one (1) hour of labor at the applicable rate and should other callouts or re-connects of service occur during this period, the applicable rate shall continue and the pyramiding of the time shall not be permitted.

Section 7. An employee who has worked for sixteen (16) or more continuous hours shall, upon release, be entitled to an eight (8) hour rest period before he returns to work. If the rest period extends into his regular scheduled work day, he shall lose no time thereby. Time worked in excess of sixteen (16) continuous hours shall be paid for at not less than time and three-quarters the straight time hourly rate until released from duty. Time worked during the above-mentioned rest period shall be paid for at time and three-quarters the straight time hourly rate. For the purpose of administering the overtime period and rest period, the work period will be considered continuous unless interrupted by a continuous five-hour period. Each employee is responsible for notifying the person in charge long enough before sixteen (16) hours are completed in order that he may be replaced if possible, in the event work needs to be continued.

Section 8. Where an employee is required to continue to work in excess of two (2) hours after scheduled quitting time, he shall be furnished a meal and additional meals at each six-hour interval until released from duty. If any meal to which an employee may be entitled is not taken before such employee is released from duty, such employee shall be paid an amount equal to thirty (30) minutes time and employee will be paid a \$15 meal allowance in lieu of such meal. Where an employee is called out and at work one (1) hour or more prior to their scheduled work shift, and work continues up to one (1) hour or less before employee's scheduled working time, Cooperative will furnish a \$15 meal allowance. If the employee has not had an opportunity to make a lunch, as a result of being called out one (1) hour or more prior to his scheduled work shift, the Cooperative will also furnish a \$15 meal allowance. On all call-outs that are prearranged for work prior to employee's regular working time where he then continues with regular hours of work, only actual time at the overtime rate will apply. Employees called out to work an unscheduled work period will be entitled to a meal after three (3) consecutive hours of work and at six (6) hour intervals thereafter.

Section 9. (a) Regular employees assigned to report for work at the Cooperative Headquarters shall reside within a fifteen (15) mile radius of the Headquarters. Because of the need to provide as quick of a response as possible, those employees reporting for emergency work shall make the effort to reach headquarters within thirty (30) minutes of the time they are notified.

- (b) Any new probationary employee or existing employee bidding a position, that is assigned to report for work at the headquarters shall reside within a fifteen (15) mile radius of the headquarters within nine (9) months of assignment.
- (c) A lineman bidding on a job within a Service Area shall either presently live within or relocate their permanent residence to that Service Area within nine (9) months of assignment.
- (d) The Service Areas, as established by the Cooperative, are currently Buffalo, Mason City, Kilbourne, Virginia, and Manito, Illinois.

Section 10.

- (a) Conditions of Immediate Discharge. Any of the following acts by an employee will result in immediate discharge without further notice:
 - I. The possession or use of alcohol or the possession, illegal use, sale, or manufacture of illegal drugs, controlled substances, or prescribed drugs, contrary to doctor's instructions while on the job, on company property, or during lunch time and work breaks.
 - II. Off-the-job illegal drug or alcohol use which jeopardizes the safety of other employees, the public, or company equipment when the employee is at work.
 - III. Refusal to comply with alcohol and drug testing programs, schedules and instructions thereof, including the refusal to provide a specimen for alcohol or drug testing. Adulterating, diluting, or otherwise attempting to alter a specimen for alcohol or drug testing shall be considered refusal to comply.
 - IV. Use of alcohol following an accident as defined in the DOT, FMCSA or DHHS regulations, or until the employee undergoes a post-accident test prior to being released from work.
 - V. Refusal to participate in and successfully complete a required rehabilitation program on the part of any employee who has confirmed positive test results or has voluntarily acknowledged a substance abuse problem.
- (b) Cooperative Right to Test. The U.S. Department of Transportation mandates urine drug and evidential breath alcohol testing for employees in safety-sensitive positions, including those who are required to hold a commercial driver's license as set forth in 49 CFR § 382 and 49 CFR Part 40. The Cooperative may require an employee to undergo an examination

at any time the employee's ability to perform any requirement of his/her job is at issue, including based upon articulable sensory observations by a supervisor trained in the recognition of drug and alcohol usage symptoms, or upon impairment perceptible to persons other than the affected individual, or when required by any state or federal statute or regulation. The examination may include testing for alcohol, controlled substances or other drugs and may require body substance samples (e.g., breath, blood, urine, sweat) be provided by the employee. At a minimum, an employee shall undergo an examination for the following situations: (i) post-accident testing for any employee involved in a serious near miss or accident at the work site or while on duty, (ii) reasonable cause testing for any employee with observed changes in performance, appearance, behavior, speech or other suspect conduct, (iii) random unannounced drug and alcohol testing at the minimum rate for DOT and FMCSA regulations (i.e., an annual percentage rate of 50% for controlled substances and 10% for alcohol), (iv) return to duty testing for any employee whose drug and/or alcohol test results in a positive confirmation, and (v) follow-up testing of any employee who successfully completes a rehabilitation program as further described herein.

The Cooperative shall select the physician and/or the medical laboratory and shall be responsible for all costs of examination and/or testing which are not covered and paid by the health insurance plan. An HHS-certified analytical laboratory shall be used and shall have experience in occupational drug testing. For purposes of this Section 10, "impairment" and a "positive" test result are both defined as having a blood alcohol concentration or drug presence level at or in excess of the applicable DOT, FMCSA or DHHA regulation for a CDL driver (ex., current 49 CFR Part 40 identifies this level as 0.04 or greater). Analysis for alcohol may be by either breathalyzer, blood analysis (if consented to by an employee who is conscious) or urinalysis. Analysis for the presence of drugs shall be by urine and utilize the 5-panel regimen as stipulated by DOT, which as of August 1, 2024 includes testing for the presence of marijuana (THC), cocaine, amphetamines, opioids, and phencyclidine (PCP). The Cooperative shall make available the method and manner in which specimens will be collected and transported to the analytical laboratory if the employee does not travel to the HHS-certified analytical laboratory for the test.

An employee who has, prior to providing a specimen, provided the Cooperative with adequate documentation of his/her legal use of medications or drugs prescribed by a licensed physician shall not be subject to discharge or discipline if the specimen's analysis discloses impairment or the presence of the prescribed medication or drug, unless the medication/drug is reported at an abuse level.

- (c) Test results for controlled substances, drugs and alcohol shall be reported by the physician or the medical laboratory in writing to the Cooperative's designated Medical Review Officer ("MRO") and Designated Employer Representative ("DER").

In the event that testing for controlled substances or drugs results in a positive confirmation of impairment, the remaining specimen shall be retained by the HHS-certified analytical laboratory in accordance with industry standards for the purpose of conducting a second conformational analysis as directed by the employee. The MRO shall contact the employee to discuss the test results. Thereafter, the employee shall have seventy-two (72) hours following notification of the positive test result to request a second conformational test using the split specimen and utilizing the screening methodology applicable to the substance being detected. This second conformational test shall be at the expense of the Cooperative. If after 14 calendar days of using all reasonable efforts the MRO is unable to contact the employee to discuss the positive test result, the result will be considered a positive confirmation of impairment.

In the event a breathalyzer test for alcohol results in a positive indication of impairment or results in a blood alcohol concentration at or in excess of the DOT, FMCSA or DHHA regulation requiring a confirmation test (i.e., current 49 CFR Part 40 identifies this level as 0.02 to 0.039), a follow-up breath alcohol test may be administered as soon as possible at the discretion of the employee within the stipulations of the regulation.

- (d) For all types of testing, when the Cooperative receives notification that an employee initially tested positive for impairment, such employee immediately becomes medically unqualified to operate Cooperative equipment and perform any safety sensitive duties. At the Cooperative's sole discretion, the employee may be removed from duty altogether or may be allowed to perform non-safety sensitive tasks, pending the result of a second conformational screening. Work days missed pending the outcome of the conformational test shall be treated as an unpaid suspension. The employee will be paid for any time lost only if the second conformational test result is negative.
- (e) The Cooperative shall not initiate disciplinary action against an employee having no previous positive on-the-job detection of impairment from controlled substances, drugs or alcohol if three conditions are met by such employee. First, the employee must voluntarily identify him/herself as having a substance abuse problem prior to being identified through other means or becoming involved in an accident or serious near miss incident. Such voluntary identification must be requested in writing by the

employee to the Cooperative supervisor or management no less than twenty-four (24) hours prior to a required periodic test, post-accident test and reasonable cause test. Second, such voluntary identification by employee must be his/her first voluntary identification to the Cooperative. Third, the employee must contact the Cooperative-sponsored Employee Assistance Program (“EAP”) within seventy-two (72) hours following referral by the Cooperative or the MRO, as applicable, and adhere to the counseling or inpatient rehabilitation as recommended by EAP personnel.

Accumulated sick leave benefits may be utilized by the employee in accordance with the Agreement. Medical expenses for the program will be paid in accordance with the Cooperative’s Medical Group Plan for employees who subscribe to the Cooperative’s medical insurance. The employee is responsible for establishing and complying with appointments and meeting times for counseling and treatment sessions. Upon return to work, the employee will be subject to the conditions and requirements of employment described in subparagraph (g) herein.

- (f) The Cooperative shall place an employee on unpaid suspension for three (3) work weeks following the Cooperative’s receipt of a positive second conformational test result, or indication by the employee that a second conformational test is not requested, if:
1. Employee has no previous positive on-the-job detection of impairment, i.e., employee’s first positive; or,
 2. Employee has voluntarily been enrolled as an inpatient in a rehabilitation program and then tests positive for impairment in a separate incident which occurs more than twelve (12) months after returning to work; or,
 3. Employee voluntarily identifies him/herself a second time during employee’s career as having a substance abuse problem, i.e., employee’s second voluntary.

While on suspension, the employee shall have seventy-two (72) hours to contact the EAP (Employee Assistance Program) following referral by the Cooperative or the MRO, as applicable, to review and/or investigate the situation. Failure by the employee to adhere to and comply with EAP counseling meetings shall subject the employee to further discipline up to and including termination.

Following this review and/or investigation, the Cooperative, at its sole discretion, will make a determination regarding the feasibility of further treatment. If the outcome of the investigation is that remedial treatment is not warranted, the employee will be immediately separated. If medically approved and remedial treatment is recommended by the EAP personnel,

the employee will be placed on paid sick leave following the suspension while the employee adheres to the recommended rehabilitation program.

Medical expenses for the rehabilitation will be paid in accordance with the Cooperative's Group Medical Plan for employees who subscribe to the Cooperative's medical insurance.

- (g) Any employee requesting to return to work after completing a prescribed treatment and remediation program through the MRO or Cooperative-sponsored EAP shall be required to furnish the Cooperative a certification from the EAP or SAP (Substance Abuse Program) stating that the employee has successfully completed the prescribed treatment program. The employee will also be required to submit to a follow-up drug test at an HHS-certified laboratory to test for non-prescribed controlled substances, illegal drugs and alcohol. Certified test results, including the professional opinion of a qualified Medical Review Officer designated by the Cooperative, shall be submitted to the Cooperative for review prior to the employee being allowed to return to work. A confirmed positive test demonstrating a blood alcohol concentration or drug presence level at or in excess of DOT, FMCSA or DHHA regulations for a CDL driver return-to-duty test will result in discharge of the employee without notice. The returning employee shall also be required to execute a Conditional Return to Work Agreement, the form of which shall be specified by the Cooperative. The Conditional Return to Work Agreement shall require the employee to continue any outpatient treatment program and after-care provisions recommended by the EAP or Treatment Facility and shall require the employee to submit to random testing and without cause testing at the Cooperative's expense for a period of at least twelve (12) months after his/her conditional return to work. Violation of any provisions contained in the Conditional Return to Work Agreement will result in disciplinary action up to and including discharge.
- (h) Employees required by the Cooperative to maintain a CDL shall register and continue participation with the Federal Motor Carrier Safety Administration (FMCSA) Clearinghouse database. Consent shall be provided to the Cooperative to view an employees' detailed drug and alcohol violation information.

The written results of an employee's physical or mental examination, of an employee's medical history or health, of an employee's detailed drug and alcohol violation information, or of an employee's personal affairs, shall not be released to the public, to the members, to the Union representatives or to other employees having no responsibilities for maintenance or review of such records, unless the release is either: (1) authorized in writing by the employee, or (2) required in the Cooperative's opinion to be released in

arbitration, agency or court litigation as part of the Cooperative's defense. Any type of records that are provided to the Union after proper authorization will require payment at receipt for photocopying at \$.20 per page, plus the cost of the time spent by employees involved in production at those employees' present wage rates.

- Section 11.
- (a) The Cooperative shall institute and maintain a safety program for the employees affected hereby and shall make every effort to continue to require employees to perform their work in a safe, reasonable manner.
 - (b) A Joint Cooperative-Union Committee shall consist of two (2) members appointed by the Cooperative and two (2) members appointed by the Union. The Joint Committee shall meet when so requested in writing by any two (2) members thereof or upon the joint call of the Cooperative Co-Chairman and the Union Co-Chairman at a mutually agreeable time.

The purpose of the Committee is to address a broad range of issues that affect the members of the Union. The Committee will allow the Union an avenue to address concerns regarding changes to the health care program with the Board of Directors, before any changes are put into effect. Special attention will be made to the general area of safety and work practices. In addition, the Committee may also consider other issues that the members consider important to the wellbeing of the employees of the Cooperative.
 - (c) The Employer will replace safety equipment and hand tools used exclusively to perform work under this Agreement of a like kind and size which have been broken or worn out while being used by the employee on Cooperative work, on surrender of the defective equipment to the Cooperative. This equipment such as safety belts, safety straps, climbers and hand tools will be inspected by the Safety Instructor and he will make the sole determination concerning the replacement of said equipment. Hand tools are described as hammer, screwdriver, folding rule, 12" adjusting wrench, 10" adjusting wrench, ratcheting wrench set, tongue and groove pliers (channel locks), 9" pliers and skinning knife.
 - (d) The Cooperative will furnish each truck normally used in metering work with a 3/8" socket set and insulated screwdriver.
 - (e) The Employer will contribute \$75.00 per pair every two years toward the purchase of one pair of prescription safety glasses and one pair of prescription safety sunglasses for each employee requiring prescription lenses.

- Section 12. The Crew Leader shall be considered a working foreman unless the safety and efficiency of the particular job demands that this duty consist of acting solely as a supervisor.
- Section 13. Each employee agrees to work for the interest of the Employer to the best of his ability at all times avoiding unnecessary driving or other unnecessary expense, and using all working time to help maintain Cooperative's lines and equipment in good working condition.
- Section 14. Employer will not require employees to do construction or maintenance work outdoors during inclement weather unless such work is necessary to protect life or property or maintain service to the Cooperative members.
- Section 15. Probationary employees shall be entitled to use vacation time, so long as proper notice is provided to management and the time off request is approved. Probationary employees are entitled to paid holidays. Probationary employees are entitled to the retirement benefits provided for full time regular employees in accordance with the waiting period restrictions described in Article X of this Agreement. Probationary employees are entitled to medical insurance after the group plan qualification period has transpired. Temporary employees shall not be entitled to or credited with any fringe benefits provided under this Agreement, including but not limited to 401K Plan enrollment or participation.
- Section 16. If for any reason the employee is unable to perform his regular duties, the Employer may assign such work as may be available.
- Section 17. The pay period will be on a biweekly cycle, with payday being on the Friday following the end of the pay period. In the event payday falls on a Holiday, employees shall be paid the preceding business day. No later than the immediately-following work day, each bargaining unit employee shall submit a written time record to the Employer documenting work performed during the work day. The participating employees will select a financial institution for the direct deposit of their paycheck. Notwithstanding any collectively bargained Agreement provision to the contrary, and to the extent permitted by law, the Cooperative may require employees to accept their pay via direct deposit into a U.S. account at a financial institution that accepts direct deposit transfers.
- Section 18. *Intentionally omitted.*
- Section 19. (a) Service Watch. An employee required to be on call for service watch duty shall reside at his home during the days he is on such duty. The employee is entitled to use a cellular phone and need not remain at his residence during all hours of each service watch day, but the utilization of cellular phone does not alter his service watch obligations to quickly respond and to be quickly and conveniently reached by supervisors or the answering

service during all of the assigned watch period. A watch period shall begin at 4:30 p.m. on Thursday and end at 4:30 p.m. the following Thursday.

- (b) A service watch duty roster schedule shall be maintained and filled for four (4) weeks in advance at all times. The assignment to watch weeks shall first be from at least two (2) volunteers covering the four (4) weeks in each four-week period. Such volunteers must assign themselves to the roster schedule by 12:00 noon (1200 hours) on each Thursday so that the next four (4) weeks are filled. Area Servicemen shall be allowed but are not obligated to volunteer for service watch assignment. If fewer than two (2) employees volunteer for assignment covering all four (4) weeks of each four (4) week period, or if any week of a four (4) week period is not filled by a volunteer, the Cooperative will assign employees from names on a service watch list. The service list will be maintained to reflect on bottom the employee who most recently completed a watch week.
- (c) Each employee assigned to service watch shall be guaranteed a minimum of overtime pay during his/her assigned watch week equivalent to ten (10) hours of pay at the overtime rate of one and three-quarters the straight time rate, and shall receive pay for time actually worked in excess of this minimum at the employee's applicable rate of pay in accordance with other provisions of this Agreement. The assigned employee shall be the first contacted to respond to an after working hours outage if the area's assigned Area Serviceman is unavailable, or when the Area Serviceman needs the assistance of a Journeyman. If the assigned employee is not so contacted, the assigned employee shall receive two (2) hours of call-out pay or at the Employer's discretion will be given the opportunity to work the hours bypassed at the overtime rate at a time agreeable to both parties.
- (d) At the direction of management, Apprentices in training may be assigned to service watch duty. Assigned Apprentice shall be guaranteed a minimum of overtime pay during his/her service watch training week equivalent to ten (10) hours of pay at the overtime rate of one and three-quarters the straight time rate, and shall receive pay for time actually worked in excess of this minimum at the Apprentice's applicable rate of pay in accordance with other provisions of this Agreement. The assigned Apprentice shall be contacted to respond to outages and emergencies after working hours and shall work under the guidance of the Area Serviceman or service watch employee as applicable.
- (e) An Area Serviceman or an employee presently serving on a watch period when working after hours outages or emergencies will not be replaced on the present call-out or skipped on additional call-outs for any reason including the rate of pay, except after sixteen (16) hours of continuous

work as per Article VI, Section 7 when a rest period may be arranged by management.

- (f) Overtime Call-Ins. All line crew employees, as a condition of employment in those job classifications, are to make themselves reasonably available for unscheduled overtime during consumer outages or emergencies.
- (g) Overtime Lists. Overtime hours worked by employees who are not assigned routinely to service watch duty will be posted semi-monthly, and overtime will then be assigned to equalize overtime worked by using overtime call lists.
- (h) Mutual Assistance Lists. Employees will be given equal opportunity for assignment when assistance is requested by other utilities outside the Menard Electric Cooperative service area. Assignment lists will be maintained within the Lineman, Area Serviceman and Groundman classifications. The Cooperative will attempt to balance the assignments within these classifications dependent upon the needs of the requesting utility.

When an employee voluntarily agrees to provide assistance to another utility outside the Menard Electric Cooperative Service area, the employee will advance through the straight time, time and one-half, and double time rates of pay as follows:

1. All time worked in excess of regular hours shall be paid for at the rate of time and one-half.
2. All time worked on Sundays shall be paid for at double time rates.
3. All time worked on the actual day of the holiday listed in Section 4 of this Article (not a day observed by the Cooperative) shall be paid for at double time rates.
4. All time worked in excess of sixteen (16) continuous hours shall be paid for at double time rates.

Once an employee has completed sufficient hours of work to advance through the straight time, time and one-half and double time rates of pay, the employee will not have his rate of pay stepped back to a lower rate of pay until he returns to the Menard Electric Cooperative headquarters, after he is released by the requesting utility. Upon release, the employee is entitled to an eight (8) hour rest period before he returns to work. If the rest period extends into his regular scheduled work day, he shall lose no time thereby. For the purpose of administering the overtime periods and rest period, the work period will be considered continuous unless interrupted by a continuous five-hour period.

When an employee is requested to remain at, or in the vicinity of, a particular place or work location on “stand by” status, the employee shall be paid for each “stand by” hour at the applicable rate of pay the employee has advanced as provided for in this Section 19(h). At a minimum, an employee on “stand by” shall be paid the equivalent of sixteen (16) hours of time and one-half the straight time hourly rate or twelve (12) hours at double time rate of pay for the work day.

- Section 20.
- (a) Regular employees as referred to in this Agreement are employees who have been in continuous employment by the Cooperative for a period exceeding nine (9) months.
 - (b) A probationary employee as referred to in this Agreement is a person hired by the Cooperative in their first nine (9) months of employment.
 - (c) A temporary employee as referred to in this Agreement is a person hired for a period of less than 1,000 hours per year, or six months of continuous service.

Section 21. Cooperative will provide a bulletin board. All notices will be approved and initialed by the manager before posting.

Section 22. On energized circuits up to 15,000 volts, at the crew’s discretion, either the hot stick or rubber glove technique may be used. Employees shall be trained in rubber glove techniques according to the following guidelines:

- (a) Journeymen who have not attended all available IEC rubber glove courses will be allowed to do so as training openings may be available.
- (b) In addition to their normal training, Apprentice Linemen shall attend IEC rubber glove training.
- (c) All testing of equipment and tools involved in rubber gloving shall be done by ANSI standards.
- (d) The safety committee shall address concerns of additional and updated training in regards to rubber gloving.

Section 23. All scrap materials and any salvage materials are the Cooperative’s property and the disposal or sale of such materials remains solely the Cooperatives responsibility.

ARTICLE VII

Vacations

Section 1. The following policy will be in effect regarding vacations of employees under this Agreement.

- (a) Employees shall accrue vacation time (in hours) each pay cycle based on the schedule below for twenty-six (26) pay cycles during the calendar year.

Year of Employment	Annual Hours Earned	Accrual Hours per Pay Cycle
Year 1	50	1.9230
Year 2-4	88	3.3846
Year 5-6	96	3.6923
Year 7-8	120	4.6153
Year 9-11	128	4.9230
Year 12-13	136	5.2307
Year 14	144	5.5384
Year 15-19	160	6.1538
Year 20	168	6.4615
Year 21	179	6.8846
Year 22	184	7.0769
Year 23	192	7.3846
Year 24	200	7.6923
Year 25-29	208	8.0000
Year 30-34	216	8.3076
Years >34	240	9.2307

- (b) For all employees, the year of employment for vacation purposes as reflected in the schedule above shall coincide with the employee's start date with the Employer.

Section 2. As provided for in Article VI Section 5, accrued vacation hours may be utilized to supplement the employee's last and final personal time incident during a calendar year. As provided for in Article VIII Section 3, accrued vacation hours may be utilized to supplement an employee's use of bereavement leave.

Each calendar year, forty (40) hours of vacation time may be taken on a daily basis if proper prior notice of such intention is given the Employer. All other scheduled vacation time must be taken in parts of not less than one week. The Employer shall have the right to schedule all vacations, but will attempt to schedule them in accordance with the requests of employees insofar as it is possible to do so without interrupting work schedules or placing at risk an employee's full vacation accrual during a pay cycle.

Section 3. Employees may accumulate and carry one and three-quarters (1.75) times their current annual vacation accrual rate. When an employee reaches their cap, employee will stop accruing vacation time until the balance falls below the respective multiplier times their annual earning rate.

Section 4. Upon retirement, separation or termination of employment with the Employer, employee shall be compensated at their current rate of pay for any eligible vacation hours accrued and not taken prior to the separation date.

ARTICLE VIII

Sick and Bereavement Leave

Section 1. All regular and probationary employees shall accrue paid sick leave (in hours) each pay cycle based on the schedule which equates to ninety-six (96) hour annually, with each accrual being evenly distributed across twenty-six (26) pay cycles in the year. All temporary employees shall be provided paid sick leave in accordance with the Employer's policy for the Paid Leave for All Workers Act (820 ILCS 192). Unused sick leave will carry over from year to year and may be accumulated, up to a maximum of six hundred (600) hours.

Section 2. It is specifically understood that sick leave cannot be used by an employee for any purpose except for sickness of the employee himself or his family, except as otherwise specified in this Article. Any employee using sick leave for other than the explicit purposes set forth in this Article will be subject to discharge.

Section 3. (a) Accumulated sick leave may be used as necessary for loss of time due to the illness, injury or medical appointment of employee or an employee's family. Family is defined as a spouse, domestic partner, child, step-child, child of domestic partner, parent, step-parent, sibling, mother-in-law, father-in-law, grandparent, or grandchild.

- (b) A paid leave of absence shall be granted as bereavement leave in the following situations. Such leave shall not exceed three (3) work days in the case of the death of an employee's spouse, domestic partner, child, step-child, child of domestic partner, parent, step-parent, sibling, grandparent or grandchild. Such leave shall not exceed one (1) work day in the case of the death of an employee's father-in-law, mother-in-law, parent of domestic partner, step-parent of domestic partner, brother of spouse/domestic partner or sister of spouse/domestic partner. Employee may utilize accrued vacation hours to extend bereavement leave up to two (2) additional work days, if needed, but the two (2) additional work days must be taken consecutively, not crossing over a weekend, with the bereavement leave.

Section 4. All employees who use allowable sick leave report the same on forms which shall be furnished for this purpose by the Employer. Sick leave shall not be taken in increments of less than one (1) hour. An employee shall forfeit any unused sick leave at the termination of his employment.

Section 5. An employee who is injured during and in the course of his employment with the Cooperative and is eligible for Workman's Compensation for temporary total incapacity for work, in accordance with the Worker's Compensation Act, Section 8, shall receive from the Cooperative the difference between the weekly compensation rate for temporary total disability and his basic weekly take home pay (gross pay less FICA, Federal and State withholding taxes) for each full or partial week he is off, starting with the work day after the injury. The difference shall be deducted from the employee's accumulated sick pay on an hour per hour basis, except no fractional hours shall be used. The employee will be paid his regular rate of pay for the entire day of the injury.

Section 6. Any employee who is off work for reasons other than vacation for a six (6) consecutive month period, will not accumulate vacation, sick leave or personal time benefits beyond the six (6) months. Vacation will not count for any of the six (6) month period and will not be used to restart the period.

Section 7. An employee absent from work for more than three (3) consecutive work days while utilizing sick time shall provide a note to the Employer from a doctor showing they are fit to return to full duty work without any restrictions upon the employee's return to work.

Section 8. Employer will maintain an Attendance Monitoring Program (AMP) regarding the use of sick time in excess of forty (40) hours during a calendar year per the following rules. Employees are not required to provide private or sensitive medical information to Employer for compliance with program. Any information requested shall just document Employee, or Employee's allowed family member for sick time use, met

the policy requirements listed below and shall not require any HIPPA waivers or release of Employee, or Employee's family, medical information to Employer.

- (a) Sick time use in excess of forty (40) hours in a calendar year shall be subject to the AMP and shall be tracked on an incidence (incident) basis. An incident is defined as the use of sick time for the same medical event. An incident will begin when an employee begins using the forty-first (41st) hour of sick time in a calendar year and ends upon return to work from the sick time event. A sick incident is restricted to the use of sick time as allowed by Section 2 in this Article.
- (b) An employee may use the first forty (40) hours of sick time each calendar year for foreseeable or unforeseeable leave. For these hours, the employee is not required to provide the Employer with a reason for the leave. For foreseeable leave periods exceeding one (1) full workday, the use of sick leave must be pre-scheduled and approved by the Employer a minimum of seven (7) calendar days prior to the date leave is to begin. The use of unforeseeable leave can take many forms and each employee must directly communicate the need for unforeseeable leave to the Employer as soon as possible so accommodations for the workday can be made. At no time shall the employee be responsible for finding a replacement worker to cover hours of foreseeable or unforeseeable sick leave.
- (c) An employee may use sick time that is not contiguous for same medical/dental event and have it count as one incident, however, the employee must provide Employer with a note from a doctor/dentist showing the later sick time use event(s) are clearly related to earlier sick time incident and shall list dates of the sick time events to be tied as a single incident.
- (d) An employee may provide a note from a doctor, dentist or school medical practitioner or school administrator showing the employee, or employee family member as allowed under sick time use, was seen at a medical or dental facility for an appointment, treatment, or other valid medical reason without the visit counting as an incident. The note shall show the name and location of the medical/dental facility or school, time of the visit, and time of release from the visit. An employee must work up to a reasonable time to leave for the appointment and must return to work after appointment is completed as is reasonable for non-emergency visits. Employees shall attempt to schedule visits to minimize disruption with normal work hours.
- (e) An employee remaining at five (5) incidents or fewer over a rolling 12-month period shall have no disciplinary action related to incidents of allowed use of sick time. Any sick time incidents beyond five (5) in a rolling 12-month period shall result in progressive discipline, as defined below, being imposed. Once an incident is older than twelve (12) months, the incident shall drop off the record of incidents.

Progressive Discipline Steps:

1. Counseling – One (1) Year on File
2. Verbal Warning – One (1) Year on File
3. Written Warning – One (1) Year on File
4. One (1) Work Day Suspension – Two (2) Years on File
5. Five (5) Work Days Suspension – Two (2) Years on File
6. Discharge

ARTICLE IX

Hospital, Medical/Surgical & Dental Insurance

Section 1. The Employer shall select the medical insurance policy and shall pay 80% of the monthly premium. For employees who are out of work on approved workers compensation (TTD), long-term disability or social security disability, the Employer will continue to pay 80% of the monthly medical insurance premium until the employee has been off work for twenty-four (24) months.

Section 2. The Employer shall select the dental insurance policy and shall pay 80% of the monthly premium for the employee. For employees who are out of work on approved workers compensation (TTD), long-term disability or social security disability, the Employer will continue to pay 80% of the monthly dental insurance premium until the employee has been off work for twenty-four (24) months.

ARTICLE X

Retirement

Section 1. A retirement program with a benefit of two percent (2.0%) will be maintained by the Employer, the cost of which is borne by Employer. The retirement program will provide full retirement at age sixty-two (62).

Section 2. The Employer will maintain a 401K Plan for regular employees and probationary employees upon completion of six (6) full months of employment, as specified by the administrator of the 401K Plan. Employer will match individual employee contributions to the Plan up to four percent (4%) of each employee's base rate of pay as defined within this Agreement over the Agreement term. Employees will have an option to take a loan from their 401k Plan. All limitations, loan requirements, loan terms are subject to NRECA and IRS rules and are not the responsibility of the Employer. Any and all liabilities and penalties for such loans shall be the sole responsibility of the employee to pay. Any payments to the 401k Plan related to loan repayment, costs, or penalties are not considered employee contributions and therefore the Employer shall not match any of these payments.

- Section 3.
- (a) When a regular employee retires on or after the Normal Retirement Date of age sixty-two (62), the Employer will pay 80% of the Major Medical premium, between the retired employee's Normal Retirement Date and the employee becoming eligible for Medicare, for retired employee and any eligible dependent(s) enrolled on the employee's retirement date in the health plan currently being offered by the Employer.
 - (b) Should a regular employee elect to terminate employment between the ages of fifty-five (55) and sixty-two (62) years of age, and if the employee has completed thirty-five (35) years of service at Menard Electric Cooperative, and if the employee keeps in force this Major Medical insurance by paying 100% of the cost of the insurance between the date of termination and employee's 62nd birthday, then the Employer will pay 80% of the Major Medical premiums for retired employee and any eligible dependent(s) in the health plan currently being offered by the Employer until the retired employee is eligible for Medicare.
 - (c) Following a regular employee's retirement or separation, employee may only add newly eligible dependents to the health plan insurance coverage in accordance with the Major Medical Plan administrator's rules. Employee is responsible for 100% of the cost difference in Major Medical premiums for adding any newly eligible dependent(s).

Section 4. The Employer shall provide a Retiree Health Reimbursement Arrangement (Retiree HRA) to each regular employee having accrued but unused paid sick leave hours upon retirement on or after the employee's respective Normal Retirement Date or upon separation by the employee after thirty-five (35) years of service between the employee's age fifty-five (55) and the employee's respective Normal Retirement Date. The Retiree HRA will reimburse the retiree on a non-taxable basis for the cost of eligible health care premiums and expenses incurred by the retiree and their eligible dependent(s) who are not covered by other forms of insurance. The Employer will fund a one-time contribution to a Retiree HRA for the benefit of the retired employee equal to the retiree's final base hourly rate of pay times the number of unused sick leave hours, such amount not to exceed a dollar amount approved by the Employer from time to time. Funds may be carried over from year to year without penalty, and once the balance is depleted, no further expenses will be reimbursed. Upon the death of the retiree, any balance remaining in the Retiree HRA will be made available for use by the retiree's surviving eligible dependent(s).

ARTICLE XI

Military Service

Section 1. It is expressly understood between the parties hereto that the Service Men's Employment Tenure Act shall be incorporated as part of this Agreement.

ARTICLE XII

Election Leave

Section 1. Employees covered by this Agreement shall be entitled to time when necessary, but not to exceed two (2) hours off with pay for the purpose of voting at all state, county, city and national elections, provided they are eligible to vote.

ARTICLE XIII

Jury Duty

Section 1. An employee performing jury service during his regularly scheduled hours shall do so without loss of regular pay. Compensation from the Employer shall be the difference between employee's regular pay and that received for jury duty. No overtime or double time shall be payable hereunder.

ARTICLE XIV

No Discrimination

Section 1. The Cooperative and the Union agree to continue the practice of nondiscrimination against any individual with respect to hiring, compensation and terms or conditions of employment because of such individual's race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service or other merit-based factors nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of these same factors.

ARTICLE XV

Illegality and Amendments

Section 1. Any provisions of this Agreement found to be in conflict with State or Federal Statutes shall be suspended when such conflict occurs and shall be inoperative only during time such conflict exists. The unaffected parts of this Agreement shall meanwhile remain in full force and effect.

Section 2. Any changes or amendments to this Agreement shall be in writing and fully executed by the parties after August 1, 2024.

Section 3. This Agreement shall be binding upon the successors or assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, execute this Agreement on the day and date below written.

MENARD ELECTRIC COOPERATIVE

LOCAL UNION 51, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS

By Waven D. Gotsch
President

By [Signature]
Business Manager

Attest: [Signature]
Secretary

Attest: [Signature]
Assistant Business Manager

Dated: 7-23-2024

Dated: 7-24-2024