

**Sussex Rural Electric
Cooperative, Inc.**

Labor - Management Agreement

November 1, 2020 – October 31, 2024



Contract

between

**Sussex Rural Electric
Cooperative, Inc.**

and

**Local Union 1289 of the
International Brotherhood of
Electrical Workers**

November 1, 2020 – October 31, 2024

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PREAMBLE

THIS AGREEMENT, made and entered into as of November 1, 2020 by and between **SUSSEX RURAL ELECTRIC COOPERATIVE**, its successors or assigns, hereinafter referred to as the “Company”, and **LOCAL UNION 1289 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**, hereinafter referred to as the “Union”.

This agreement shall bind the successors of the Cooperative by merger or consolidation as to the provisions and territory covered by this agreement. For the purpose of preserving and protecting work opportunities and job security for the bargaining unit employees, it is agreed that an absolute precondition to the sale, lease, transfer or takeover by sale, lease, transfer, assignment, corporate reorganization, receivership or bankruptcy proceeding of the entire operation, or any part thereof, is that any purchaser, transferee, lessee, assignee, etc. shall agree and become party to and bound by all the terms, conditions, and obligations of this agreement.

WITNESSETH

ARTICLE I

REPRESENTATION AND RECOGNITION

1.1 The Union, having been certified by the National Labor Relations Board as the representative of the Bargaining Unit comprised of those employees of the Company hereinafter described, is hereby recognized by the Company as the sole and exclusive bargaining representative of said employees in said Unit:

(a) The Bargaining Unit is comprised of all operating, production, maintenance and office clerical employees employed by the employer at its Sussex, New Jersey location, excluding confidential employees, professional employees, guards and supervisors as defined in the Act. The Bargaining Unit is henceforth divided into two “Groups”, known as The Manual Group and The Non-Manual Group, respectively, as follows:

The Manual Group is comprised of all operating, production and maintenance employees employed by the employer at its Sussex, New Jersey location, excluding confidential employees, professional employees, guards and supervisors as defined in the Act, as well as office clerical employees.

The Non-Manual Group is comprised of all office clerical employees employed by the employer at its Sussex, New Jersey location, excluding confidential employees, professional employees, guards and supervisors as defined in the Act, as well as operating, production and maintenance employees.

The business manager of the Union may appoint up to three (3) Shop Stewards, at least one (1) of whom will work at the Sussex location, to represent the work groups at each reporting location. The Company shall be notified of the names of the Shop Stewards when they are appointed and replaced.

Except for purposes of assignments to a higher classification (as in Section 3.13(c)), seniority shall be maintained on a Company-wide basis and the provisions of Article III shall apply thereto.

(b) Accordingly, the Company agrees to meet and treat with the Union on all matters concerning hours of labor, rates of pay, working conditions, grievances and other conditions of employment for the employees of the Bargaining Unit.

- (c) A temporary employee is an employee hired for a durational job. The duration of the job for which such as employee is hired shall not exceed six (6) months without consent of the Union.

1.2 For the purpose of this Agreement, regular operating production, maintenance and office clerical employees, (referred to in Section 1.1(a)) above, are defined as those employees who have satisfactorily completed their probationary employment of three (3) consecutive months; and who are assigned to duty in the operating, production, maintenance and office clerical departments of the Company.

1.3 For the purpose of this Agreement, the use of the feminine or masculine pronoun shall be deemed to include the opposite gender as well. Thus, the use of the word "his" as set forth herein shall likewise be deemed to mean "her" as the context of this Agreement requires.

ARTICLE II

UNION RIGHTS - MANAGEMENT RIGHTS

2.1 The parties hereto agree to cooperate with one another, to the end that the employees shall be offered as pleasant and gainful employment as circumstances permit and to the further end that the lawful interest of the Company shall be fully protected at all times. In consideration hereof, it is agreed that all present employees of the Company, except those heretofore mutually agreed upon as exempt from this requirement, covered by this Agreement, shall affiliate with and maintain membership in the Union as a condition of employment; failing wherein, after due and timely notice to the Company by the Local Union involved they shall be discharged. It is still further agreed that all persons newly employed in the future in the classifications covered by this Agreement, after thirty (30) days continuous service with the Company, must apply for membership in the Union as a condition of further employment.

Such employees shall be recognized as members of the Union in all respects except those that relate to seniority, until they become regular employees. Employees transferred into the classifications covered by this Agreement shall make application for and maintain membership in the Union thirty (30) days after transfer.

A copy of this Agreement shall be furnished by the Company to all new employees hired or assigned within the classifications covered hereby, and their attention shall be directed to the Union membership requirement set forth therein.

2.2 The Company and its agents will not discriminate in any manner whatsoever against any member of the Union because of his membership and activity in the Union; nor will the Union authorize or approve unlawful coercion of employees in order to cause them to become members of the Union, nor will it permit Union activity on Company time or property except in connection with contract negotiations and adjustments of grievances.

2.3(a) The Company will, for the term hereof, deduct and remit to the Financial Secretary of the Union party hereto, the regular, customary and uniform monthly dues and fees, required of its members by the Union, of those members of the Union as shall, upon thirty (30) days prior written notice to the Company, voluntarily authorize the Company to do so. Such written authorizations must be in lawful, mutually acceptable form, and shall be certified as accurate and voluntary by, and shall be forwarded to the Company through, the Financial Secretary of the Union. In this connection, it is agreed that the Financial Secretary of the Union will notify the Company, in writing and in duplicate, not later than ten (10) days prior to the close of the final pay period of each month, of the monthly dues and fees to be

deducted from the wages of employees who, pursuant to this Section, have filed the required dues authorization deduction order with the Company.

(b) The Company will, during the term hereof, deduct and remit monthly from the salary of each covered employee hereunder as shall file voluntary authorization to do so with Company at least thirty (30) days previous such amounts as said employee shall direct under the Union payroll savings plan. Such written authorizations must be in lawful and mutually acceptable form and shall specify the amounts to be deducted as well as the place to which same shall be remitted.

2.4 The management of the Company, the direction of the working forces, the right to hire, the right to determine the qualifications of applicants for employment, as well as the number and class of employees it shall hire, the right to determine the number and class of employees it shall retain in employment at all times, shall vest solely and exclusively with the Company. The right to assign, reassign, transfer, promote, demote, layoff and release employees for just cause and the right to impose reasonable discipline for violation of rules or regulations, or for other misconduct, or for other proper cause, shall vest solely and exclusively with the Company, subject however, to the terms of this or any other mutual Agreement or understanding, and the right of any employee adversely affected to appeal through the grievance procedure.

2.5 The reasonable use of company bulletin boards shall be permitted for Union activities or business.

ARTICLE III

SENIORITY, EMPLOYMENT, PROMOTIONS, DEMOTIONS, LAYOFFS AND DISCHARGES

3.1 Except as otherwise provided, when selecting any employee for assignment to any classification covered hereby, the Company will give consideration to seniority, fitness, ability and efficiency. Where fitness, ability and efficiency (as defined in Section 3.5 below) are equal, seniority shall govern.

3.2(a) All layoffs, or demotions occasioned because of falling off or curtailment of work, shall be discussed with the Union two (2) weeks in advance of layoff and shall be made in order of seniority. No senior employee shall be laid off as long as any work which he can reasonably be expected to do is being performed by an employee junior in point of service.

(b) When jobs are abolished through automation or technological changes, the employees affected shall retain their present rate of pay for a period of thirty (30) days after actual assignment, in the event they are assigned to a lower grade job. At the expiration of said thirty (30) day period, said employee's pay rate shall be fixed by reference to the pay rate fixed for the job classification to which he has been reassigned, and shall not exceed the maximum pay rate for said classification.

(c) No permanent employee covered by this Agreement with ten (10) years of service or more will be laid off or have his rate of pay reduced because of lack of work during the term hereof. In the event of a reduction, elimination or reassignment of work, the Company has the right to offer affected employees any job in the Bargaining Unit for which they are qualified or could be trained; the Company reserves the right to terminate any such affected employee who refuses the job so offered.

(d) No employee shall be laid off to compensate for overtime worked.

3.3 Employees who have been laid off shall be reinstated to employment as need for their services arise, in the reverse order of their layoff by classification. Laid off employees shall have the right of recall to a position they are qualified to fill for 18 months from date of layoff.

3.4 Seniority is defined as length of continuous service with the Company. Leaves of absence of not more than six (6) months and layoffs of less than eighteen (18) months shall not interrupt seniority unless the employee concerned shall without just and lawful cause, after five (5) days' advance notice of reassignment to the job which he held prior to layoff, sent to the employee and the Union, fail to notify the Company of acceptance of his assignment, or after fourteen (14) calendar days' advance notice of reassignment, fail to report as directed. Refusal of any laid off employee to accept any job but the one from which he was laid off, shall not terminate his seniority within the aforementioned eighteen (18) months.

The employee shall lose his seniority for one of the following reasons:

- (a) Voluntary quit
- (b) Discharge for just cause
- (c) Failure to return from layoff within fourteen (14) calendar days of mailing, by registered mail to his last known address, of notice to do so
- (d) Absence without notice for five (5) working days without acceptable excuse
- (e) Layoff in excess of eighteen (18) months.

3.5(a) Efficiency on the job is defined as (1) doing the work involved in the manner in which the Company expects and directs it to be done, as safely and economically as it can be done in the circumstances existing at the time; (2) cooperating with the supervisors in doing the work; (3) observing all lawful rules and regulations of the Company; (4) promptness and regularity in reporting for work; and (5) protecting the property and lawful interests of the Company.

(b) The fitness and ability of an employee to perform work in a grade other than his regular grade, shall be deemed to be sufficient by (1) his meeting the minimum qualifications for the job as set forth by the appropriate job description; (2) his mental and physical fitness to perform all the duties of the job involved; and (3) his ability to perform upon assignment, the duties of the job involved under reasonable supervision and to demonstrate satisfactory progress during his qualifying period, capacity to perform all the requirements of the job under normal supervision.

3.6 Within thirty (30) days after this Agreement is ratified and annually thereafter, seniority lists of all employees covered by this Agreement shall be furnished to the Union.

3.7 An employee assigned for a temporary period to a lower classification shall receive his regular rate of pay during the period of that assignment. If the assignment is to be permanent, the employee and the Union shall be notified and the employee shall receive the final rate of the new classification thirty (30) days after the date of notification, unless a longer period is mutually agreed upon.

3.8(a) Except as provided in Section 3.13(c) and except as otherwise provided, when the Company proceeds to fill any vacancy, or any newly created job within the classifications covered hereby, the Company will notify the Shop Stewards of the Bargaining Unit and the Union and promptly post the job for bid on all appropriate bulletin boards. All notices shall contain all pertinent information concerning the job and remain posted for three (3) working days. Thereupon the bid shall be closed and the Company shall proceed to award the job in accordance with the appropriate terms of this Agreement and the Union shall be so notified within three (3) working days after the close of bid. The accepted bidder shall be assigned to the new job within thirty (30) days after date of award unless a longer period is necessary for purposes of training their replacement. In this connection, the Company will seek to fill vacancies by promotion or reassignment from among its regular qualified personnel within the Bargaining Unit, (subject to the provisions of Section 3.13(c) hereinafter) and to that end shall give

special consideration to those within any given classification, covered hereby, when vacancies in the next higher grade are to be filled.

(b) The Company will give consideration to employees within the Bargaining Unit who by reason of illness or other absence for just cause fail to file formal applications for the positions or who may reasonably be expected to qualify for the position.

(c) If in making a promotion the Company finds it necessary to pass over a bidding senior employee in favor of a junior employee, the Company shall give seven (7) days' advance notice to both the Union and the senior employee concerned, setting forth its reason for its decision. Thereupon the senior employee, or the Union in his behalf, may, within the aforesaid seven (7) days, appeal from the decision of the Company, pending the disposition of which appeal, all such promotions and reassignments shall be considered temporary, and shall not normally exceed thirty (30) days, or the pendency of the appeal, whichever is longer, unless otherwise mutually agreed.

(d) It is agreed that any vacancy in the Bargaining Unit shall be made known to all employees before it is advertised to non-employees. When a decision has been made to add to the complement of linemen, the Company will post a first year apprentice position if no 1st, 2nd, or 3rd year apprentice is presently employed. An existing employee must attend and pass a qualified basic climbing school before being awarded the apprentice position. The company may still elect to employ a new qualified First Class lineman or 4th year apprentice at the same time they accept the in-house apprentice applicant.

When there are no in-house apprentice applicants, the company may elect to hire qualified First Class lineman and/or apprentices.

3.9(a) When an employee, covered hereby, is promoted to the first line of supervision, said employee shall retain seniority rights under this Agreement, provided that said employee was in good standing in the Union at the time of his promotion. Said employee shall not accrue seniority during time spent in a supervisory position. Should it become necessary to return such employee to the bargaining unit from a supervisory position such employee will return to the bargaining unit with only the seniority accumulated by such employee prior to promotion to the first line of supervision. Such employee, upon return in the bargaining unit, will be placed in no classification higher than that of a journeyman within the department from which said employee was promoted to the first line of supervision.

(b) All vacancies in the first line of supervision shall be posted for bid. The Company will advise the Union in advance of its selections. The position of office manager is not in the first line of supervision and need not be posted for bid.

(c) The grievance and arbitration procedure hereof shall not apply to the first line of supervision.

3.10 The Company agrees to apply uniform standards of discipline to all of the employees covered hereunder.

3.11 If any employee is discharged or demoted, the Union, in his behalf may within seven (7) days thereafter proceed in accordance with grievance and arbitration procedure specified herein; failing wherein, no further appeal shall be heard in the matter.

3.12 Employees promoted to higher grade jobs shall be paid ninety percent (90%) of the job rate or their rate at the time of promotion, whichever is higher, for a qualifying period of not longer than three (3) months from date of promotion, unless a longer qualifying period is mutually agreed upon. If,

however, during the three (3) months' qualifying period specified above, the employee meets all the requirements of the job, he shall be paid the job rate.

3.13 When an employee in the Bargaining Unit (referred to in Section 1.1(a) above) is designated by the Company to perform work outside of his regular classification, the following rule shall apply:

(a) When, in the absence from the job of the regularly assigned supervisor, a qualified employee of lower grade or classification is designated in his turn, where practicable, by the Company, to act temporarily as substitute supervisor for as much as one (1) full day, he shall perform the supervisory duties of the job to which assigned and shall be paid as additional compensation, fifteen percent (15%) of his normal rate of pay for the hours worked for the period of such assignment, which shall represent his full compensation for the additional responsibilities carried.

(b) When two (2) or more crews are combined on the same job, and due to the nature of the work, the Company assigns the direction of the job to one (1) employee, the employee so designated shall be the senior chief lineman on the job and he shall receive as additional compensation one-half hour of his regular basic straight time hourly rate of pay each four (4) consecutive hour period completed.

(c) Assignments to a higher classification within a Department shall be made in accordance with seniority and qualifications (as in Section 3.1) of employees within that Department. If a Department has no qualified employees available for said assignment, assignment will be made to a higher classification from the Group of which said Department is a part, likewise on the basis of seniority and qualifications (pursuant to Section 3.1 hereof). In this regard any temporary assignment anticipated to exceed sixty (60) days will be posted for bid (pursuant to Section 3.8(a), (b) and (c)) as a temporary assignment which assignment shall not exceed six (6) months' duration unless agreed between Company and Union.

(d) Temporary chief openings at a remote reporting location or on a job for a subsidiary of the Company will be filled in accordance with seniority and qualifications (as in Section 3.1) by those employees reporting to the remote location or working on a job for a subsidiary.

(e) For the purposes of assignments to a higher classification, as in this Section, please refer to Schedule A for a listing of job classifications and their departments.

3.14 For the purpose of this Agreement, the word "temporary" in reference to transfers shall be considered to be a period of not over thirty (30) days unless a longer time has been agreed upon between the Company and the Union.

3.15(a) In the event that any covered employee shall become unable to perform his normal duties because of permanent physical or mental disability, certified by a competent physician, the Company will make every reasonable effort to provide him with work which he can reasonably be expected to perform, provided that the employee shall be in good standing at the time the disability arose and further provided that the disability did not arise out of a violation of the Company's rules or misconduct of the employee. The Company will negotiate rate of pay and job for such an employee on a case-by-case basis and may take into account the employee's seniority and past work record in so doing.

(b) In the event that a covered employee is injured on the job and unable to perform the duties of that job as a result of said injury, and not otherwise, the Company will afford said employee other employment if an unfilled position exists which the employee can reasonably be expected to perform. In such case the employee shall be paid, in addition to the job rate for the new position, five percent (5%) x years of service at the time of injury. This percentage will then be applied to the difference

between the rates of pay at the time of injury, both old and new classification, of said employee and then added to the employee's new job rate. Once fixed, this differential amount will be paid, without change, for the duration of the employee's employment, in the newly filled position. Said fixed differential amount plus the new job rate will be considered a "red star rate" applicable only to said employee, with all future contract increases to be applied against same. Under no circumstances will the Company be expected to create a position or to make work for said injured employee. The red star rate shall not be affected by any increase caused by a reevaluation of positions.

3.16(a) Non-probationary employees shall be granted a leave of absence without pay after reasonable notice to the company, (except for illness and military service), for a period not to exceed six (6) months provided that the conditions of work at the time are such that their services can be spared. During these leaves of absence seniority shall accumulate. If the employees overstay such leave or if they accept employment elsewhere or engage in self-employment during such leave, without the consent of the Company, their employment with the Company shall forthwith terminate. At the termination of such leaves, employees shall be reinstated, in the order of seniority, to their former positions, or, if same have been eliminated, to positions as nearly comparable as possible.

(b) No benefits shall accrue to any employee while on unpaid leave of absence and all benefits shall be deemed terminated during said unpaid leave of absence.

(c) Following the birth of a child and expiration of employee's disability thereafter, if any, a maternity leave for a period not to exceed six months from the birth of such child (less the period of resulting disability following said birth, if any) shall be granted, upon employee's request and reasonable notice to the company, provided that the conditions of the work are such that the employee's services can be spared for such period.

3.17 Employees who are selected by their Local Union to serve as accredited delegates to conventions or similar meetings shall, after reasonable notice to the Company, be granted a leave of absence without pay for sufficient time for this purpose.

ARTICLE IV

MILITARY AND OCCUPATIONAL SERVICE

4.1 Upon discharge from the armed forces of the United States under conditions other than dishonorable, regular employees of the Company shall be reinstated to their former jobs, or to jobs comparable thereto, provided that they conform to the requirements of the Selective Service Act of 1940 and/or the National Guard Joint Resolution of 1940, as revised and amended from time to time. Such employees, upon reinstatement, shall be deemed to have accumulated seniority during their period of military leave and shall become immediately entitled to all of the benefits applicable to the job classification to which assigned. This rule shall likewise apply to employees of the Company who have served in the United States Maritime Service and have been discharged under conditions other than dishonorable.

4.2 If an employee is called for active training or other duty by the National Guard, Coast Guard Reserves, Marine Corps Reserves, Army Reserves, Navy Reserves, or the Air Forces Reserves of the United States, the following provisions shall apply for employees granted time off for these purposes:

(1) If not more than two (2) weeks of such duty are required and performed the employee will be paid the difference between his service pay and his regular straight time pay for the period served.

(2) If the employee involved has less than one (1) year of service and is not eligible for a vacation, he shall not be entitled to benefits under these paragraphs.

(3) In order to qualify for these benefits, an employee must present to his supervisor a copy of orders requiring him to report for training, together with a statement from competent authorities as to the extent of his attendance at such training and the pay received.

ARTICLE V

HOURS & WAGES

5.1 The union and its members, for whom it is the collective bargaining agent recognize and agree that taking standby and responding to call-outs is an inherent aspect of working in the electric transmission and distribution industry. Therefore, all employees shall fulfill the responsibilities under this article and as described in their classification job description.

5.2 Employees subject to this Agreement shall be paid by the Company every week on a pay day to be fixed by the Company.

5.3 The normal work week for all employees in the Bargaining Unit (referred to in Section 1.1(a)) shall consist of five (5) days, Monday through Friday, inclusive.

The normal, basic hours of labor of employees in the Bargaining Unit (referred to in Section 1.1(a)) shall be as follows:

Engineering, Line Department, and Subsidiary:

As to stakers, meter testers, warehouse attendant, line employees, and utility technicians the normal basic workday shall consist of eight (8) hours of labor between 7:00 A.M. and 3:30 P.M. daily. Said employees shall have one-half (1/2) hour for lunch between 12:00 P.M. and 12:30 P.M.

As to engineering representative, the normal basic workday shall consist of seven and one-half (7 1/2) hours of labor between 7:00 A.M. and 3:30 P.M. daily for which said employees shall be paid for eight (8) straight time hours. Said employees shall have one (1) hour for lunch between 11:00 A.M. and 2:00 P.M. as specified by the employer.

Meter Department:

As to meter reader employees, the normal basic workday shall consist of eight (8) hours of labor between 8:00 A.M. and 4:30 P.M. daily. Said employees shall have one-half (1/2) hour for lunch between 12:00 P.M. and 12:30 P.M.

Accounting, Consumer & Billing Departments:

As to all clerical employees, the normal basic workday for said employees shall consist of seven and one-half (7-1/2) hours of labor between 8:00 A.M. and 4:30 P.M. daily for which said employees shall be paid for eight (8) straight time hours. Said employees shall have one (1) hour for lunch between the hours of 11:00 A.M. and 2:00 P.M. as specified by the employer.

5.4(a) If it becomes necessary to change any existing basic and normal work schedule for any job classification covered hereby, on a temporary basis, the Company shall first notify the Union of the reason therefore. Any such change of work schedule shall be made only within the applicable work schedule limitations of this Agreement, and upon seven (7) days' advance notice, except in emergencies, when only forty-eight (48) hours such notice shall be required. When temporary changes

of schedule are made, it is understood that reversion to regular schedules may be made without notice, provided a rest period of at least eight (8) hours intervenes. Notwithstanding the above, the Company may temporarily change the daily work schedule of any of its employees for the limited purpose of accomplishing disconnects and collections during the term of this contract provided that it shall notify said employees of said change not later than 3:30 P.M. on the day before the day which said change affects. Any such change shall not vary said employee's normal starting or ending time by more than one (1) hour.

(b) If it becomes necessary to change any existing basic and normal work schedule for any job classification covered hereby, on a permanent basis, the Company will first advise the Shop Steward and the Union of the necessity therefore, and give the Union reasonable opportunity, but not longer than thirty (30) days, to investigate the matter. Any such change shall be made only for just cause, and if the Union deems such change not to be for just cause or to violate the applicable work schedule limitation of this Agreement, it may invoke the grievance and arbitration procedure hereof.

(c) All work schedules shall be posted on the bulletin boards.

5.5(a) The following days, or days upon which they are publicly observed, shall be recognized by the parties hereto as holidays:

New Year's Day • Washington's Birthday • Good Friday • Memorial Day • Independence Day • Labor Day • Columbus Day • Veterans Day • Thanksgiving Day • Day after Thanksgiving • Day before Christmas • Christmas Day

(b) If one (1) of the above holidays falls on Saturday, then said holiday shall be deemed to have occurred on Friday. If one of the above holidays falls on Sunday, then said holiday shall be deemed to have occurred on Monday.

(c) Except as hereinafter provided, to qualify for holiday pay, an employee must work on the last basic workday which occurs prior to the holiday, or on the first basic workday which occurs after the holiday.

(d) An employee who works at least one (1) day of any week (as defined in Section 5.1) during which a holiday falls, who is absent from work during the balance of said entire week on account of sickness or excused leave of absence shall receive holiday pay for that day in said week upon which the holiday falls. An employee who does not work any days during the week in which the holiday falls, and who is absent from work during said entire week on account of sickness, or excused leave of absence, will not draw holiday pay for the day on which the holiday falls unless he has sufficient sick leave to carry him through said holiday.

5.6 All employees covered by this Agreement shall be granted time off when possible, with straight time pay, on all holidays which fall on their regularly scheduled workdays.

5.7 All work performed on schedule on a holiday (except as provided in Section 5.8 and 5.9) shall be paid for at time and a half in addition to eight (8) hours' straight time holiday pay. All time worked off-schedule on a holiday shall be paid for at double time.

5.8 All hours worked off-schedule shall be paid for at time and a half, except as otherwise provided. All hours worked on Sunday shall be paid for at double time rates.

5.9(a) All work performed in excess of twelve (12) consecutive hours shall be paid for at double time rates.

(b) If by the completion of employee's off-schedule work assignment of four (4) hours or more, and the beginning of his/her next regular scheduled workday, four (4) hours or less intervene (excluding normal and reasonable time for obtaining and eating a meal), that intervening unworked time shall not serve to deny that employee benefits under this Section.

(c) If two (2) hours or less intervene between the end of any work period and an off-schedule work assignment, that intervening unworked time shall not serve to deny the employee benefits under this Section.

5.10 If an employee is called out to work off-schedule, he shall be paid not less than four (4) hours' straight time pay for each such call-out as a minimum, or whatever is earned at the appropriate rate based on hours worked off-schedule, whichever is greater. Hours worked on such a call-out shall be computed from the time the call-out is received until the employee returns to Company headquarters.

5.11(a) If an employee is properly directed, in advance, to report for planned off-schedule work, and does report as directed, able and ready to go to work and such work, time is not immediately preceding or continuous to his regular workday or shift, he shall be paid a minimum of three and one-half (3-1/2) hours straight time pay. If proper notice of cancellation of planned off-schedule work is given, no compensation shall become due and payable to any employee. For purposes of this Section, notice of a requirement to work off-schedule, and notice of cancellation of such a requirement, shall be deemed to be proper when given not later than the close of the preceding normal workday of the employees involved. Notification of off-schedule work for snow plowing on Monday shall be deemed proper if given not later than 9:00 P.M. Sunday evening.

(b) An employee scheduled to report for work in advance of his regular schedule will receive a minimum of two (2) hours pay at the applicable rate, with the exception that if he continues to work into his basic scheduled workday, he will be paid only for the actual time worked prior to the commencement of his basic scheduled workday.

(c) When proper notice of prearranged off-schedule work is not given, the rules applicable to call-out shall control, beginning with the hour the employee reports willing and able to go to work.

(d) Work scheduled prior to or after shift that can be completed within 4 hours of start or end of shift may be completed by crews staffed at the location of the work, with the intention that the job is not to be a multiple day assignment.

5.12(a) Standby time is defined as time during which an employee is required by the Company to remain at a given place, ready to proceed to work if and when called for and shall be compensated at the rate of twelve hours (12) straight time pay during this contract for each seven (7) day week of standby completed. In addition, an employee shall be compensated at the rate of four (4) hours of straight time pay for each week of standby time completed by him in which a holiday falls, and for an additional four (4) hours of straight time pay for each additional holiday and two (2) hours straight time pay for each additional one-half (1/2) holiday which shall fall within the same week, as the case may be. If, however, an employee is requested only to keep his supervisor informed where he may be located in an emergency, and is free to come and go as he pleases, he is not deemed to be working on standby time and shall not be paid therefore. Company shall supply "mobile communication device" to standby personnel to be used during the period of their standby assignment and returned to Company upon its conclusion.

(b) Additional standby crew to be assigned at company discretion, when weather or other conditions may warrant the need for additional crews. Additional standby crew will be paid at a rate of 3 hours pay for each 24-hour period of standby time (which will run from 7am-7am the following day). For Holidays, 6 hours pay for the 24-hour period. Holiday pay will be for the period starting at 7 AM on the day of the Holiday. Additional standby crew will be on a voluntary basis, if no qualified lineman volunteer, then the next two linemen on the "on-call" list will be designated as the additional standby crew. Volunteers will be requested during normal business hours from employees present. For multiple day assignments priority will be given to employees willing to cover all days requested. If there is no volunteers, multiple days will be assigned by utilizing the call list, with the next crew on list having choice of day and following crew being assigned remaining day.

5.13 All overtime shall be shared in each classification as equally as possible, and records of such payments shall be available to authorized Union Representatives.

5.14 In the case of an afterhours restoration of customer service that has been disconnected for nonpayment or failure of a load control device, the reconnect shall be handled by one employee in accordance with the work rules attached as Schedule "C".

5.15 Outages beginning before the end of the work day may be responded to by any crew working on the property in that area without the need to call the on-call crew, regardless of whether the outage could extend beyond the work shift, with the expectation that the assignment will be completed no more than 4 hours from the end of the normal work shift.

5.16(a) Employees who have worked sixteen (16) consecutive hours will be required to take an eight (8) consecutive hour rest period. Employees are required to have an eight (8) consecutive hour rest period every twenty four (24) hours. The crew will not accept any additional trouble calls after the fourteen (14) hour mark without discussing it with the supervisor on call. The crew shall contact supervisor for authorization to work beyond the sixteen (16) hour mark.

(b) Following a rest period, employees called in to work will return at the appropriate pay rate, with no overtime benefits accrued during the rest period.

(c) If an employee's eight (8) hour rest period intrudes upon a normal basic workday the employee will receive straight time pay for any normal basic workday hours on rest.

(d) If an employee's rest period ends at 12:00PM (noon) or later during a normal basic workday, employee shall call supervisor at end of rest period, to verify need to report back to work. If not needed, the employee is not required to work the balance of the normal basic workday. The employee will receive straight time pay for the entire normal basic workday.

(e) The relief crew will defer trouble calls to the "on-call" crew, once the "on-call" crew's rest period has ended. This does not include the trouble call the relief crew may be working on when the "on-call" crew's rest period ends.

(f) If at any time an employee working outages feels fatigued to the point where they feel they need relief they shall contact the supervisor on call to make arrangements for a relief crew. Crews will be relieved as whole units, and not divided.

5.17 The company will provide pre-tax transportation fringe benefits as per NJ Transit Benefits Law signed into legislation March 1, 2019. This will allow employees to use pre-tax salary towards any mass transit commuting costs via IRS Code section 132(f).

5.18 The wage rates for the classifications as identified by the job descriptions are listed in Schedule “A”, attached hereto and made a part hereof.

SCHEDULE A

RATE AND PROGRESSION

The Company is now engaged in conducting a training program in direct handling for all first class linemen and above and will continue to do so.

Automatic progression shall be in effect for the meter tester position through the intermediate step. Promotion to the grade of meter tester, senior, shall be effected upon qualification by prior experience or if the meter tester has served in the intermediate rank for one (1) year and can qualify for the additional skills within three (3) months.

Automatic progression shall be in effect for the Utility Technician, Apprentice to the Utility Technician I position. Promotion to the Utility Technician I position shall be effected upon qualification by prior experience or if the Utility Technician, Apprentice has served in this position for two (2) years.

When an employee who has already reached the position of first class lineman or above shall bid into another subclass position covered in the classification program described in Schedule A, annexed, he will be viewed as having progressed to the highest position within said subclass so as to receive the maximum rate of pay provided for the new subclass.

The Company and Union agree that the application of the various provisions of this Agreement shall in no way serve to discriminate against any individual with respect to his compensation, terms, conditions or privileges of employment or otherwise affect his status as an employee because of such individual's race, color, creed, ancestry, religion, national origin, sex, age, place of birth, marital status or liability for service in the Armed Forces of the United States.

Chief Coordinator position will be filled with employee that has at least two years as Chief Lineman at the Company.

Chief Lineman position will be filled with employee with at least five years First Class lineman experience with at least two of those years working for the company.

A temporary assignment to Chief Lineman will be filled with an employee with at least two years as First Class Lineman experience working for the Company. (from MOU 8/19/2014)

A temporary assignment to Serviceman will be filled with an employee with at least one year as First Class Lineman experience working for the Company.

Senior Accounting Clerk rate was increased to \$37.39 prior to new contract wage increase. Member Service Representative rate was increased to \$29.26 prior to new contract wage increase.

All wages to increase 5%, 3%, 3%, and 2% from each previous year's rate over the four years of the contract – 2021, 2022, 2023, 2024

The following hourly rates shall be paid during the duration thereof to the following classifications. Automatic progression, upon qualification, through the apprenticeship program from groundman up to the position of first class lineman shall be effected.

MANUAL GROUP

<u>DEPT.</u>	<u>CLASSIFICATION</u>	<u>11/1/2020</u> <u>10/31/2021</u>	<u>11/1/2021</u> <u>10/31/2022</u>	<u>11/1/2022</u> <u>10/31/2023</u>	<u>11/1/2023</u> <u>10/31/2024</u>
1	Chief Coordinator	58.80	60.56	62.38	63.63
1	Chief Lineman	54.22	55.85	57.53	58.68
1	Serviceman	53.42	55.02	56.67	57.80
1	First Class Lineman	50.70	52.22	53.79	54.87
1	Advanced Primary Learner	43.84	45.16	46.51	47.44
1	Primary Learner	38.86	40.03	41.23	42.05
1	Second Year Apprentice	33.83	34.84	35.89	36.61
1	First Year Apprentice	28.92	29.79	30.68	31.29
1	Groundman (6 Months)	26.83	27.63	28.46	29.03
2	Staking Engineer	48.74	50.20	51.71	52.74
2	Staking Engineer (Apprentice - 4th Year)	42.17	43.44	44.74	45.63
2	Staking Engineer (Apprentice - 3rd Year)	38.38	39.53	40.72	41.53
2	Staking Engineer (Apprentice - 2nd Year)	36.63	37.73	38.86	39.64
2	Staking Engineer (Apprentice - 6 Months)	29.53	30.42	31.33	31.96
2	Staking Engineer (Trainee - 6 Months)	26.04	26.82	27.62	28.17
2	Meter Reader, Senior	38.02	39.16	40.33	41.14
2	Meter Reader, (1 Year)	31.47	32.41	33.38	34.05
2	Meter Reader, (6 Months)	26.04	26.82	27.62	28.17
2	Meter Tester, Senior	43.00	44.29	45.62	46.53
2	Meter Tester	38.02	39.16	40.33	41.14
2	Meter Tester, Intermediate (1 Year)	36.53	37.63	38.76	39.54
2	Meter Tester, Junior (1 Year)	34.40	35.43	36.49	37.22
2	Meter Tester, Apprentice (1 Year)	27.95	28.79	29.65	30.24
2	Meter Tester, Trainee (6 Months)	25.84	26.62	27.42	27.97
1	Warehouse Attendant, Senior	35.06	36.11	37.19	37.93
1	Warehouse Attendant, Intermediate (1 Year)	31.58	32.53	33.51	34.18
1	Warehouse Attendant, Junior (6 Months)	28.08	28.92	29.79	30.39
1	Warehouse Attendant, Apprentice(6 Months)	24.57	25.31	26.07	26.59
3	Utility Technician I	43.24	44.54	45.88	46.80
3	Utility Technician, Apprentice	33.32	34.32	35.35	36.06

* Departments; 1. Operations 2. Engineering 3. Resources

NON-MANUAL GROUP

<u>DEPT.</u>	<u>CLASSIFICATION</u>				
3	Junior Clerk	26.04	26.82	27.62	28.17
3	Member Service Representative	30.72	31.64	32.59	33.24
3	Member Service Rep Intermediate (2 years)	28.41	29.26	30.14	30.74
3	Member Service Rep Junior (1 year)	24.87	25.62	26.39	26.92
3	Billing Clerk	33.00	33.99	35.01	35.71
1	Engineering Rep.	39.26	40.44	41.65	42.48
1	Engineering Rep. Intermediate (2 years)	33.83	34.84	35.89	36.61
1	Engineering Rep. Junior (1 year)	29.51	30.40	31.31	31.94
3	Senior Billing Clerk	39.26	40.44	41.65	42.48
2	Senior Accounting Clerk	39.26	40.44	41.65	42.48
2	Accounting Clerk	33.00	33.99	35.01	35.71

* Departments; 1. Engineering 2. Accounting 3. Consumer & Billing

ARTICLE VI

PAID TIME OFF

6.1 Each employee will receive ten (10) sick days per contract year, cumulative from year to year, not to exceed a total of one hundred (100) sick days. To be entitled to take a sick day, the employee's illness must be bona fide, and must be reported to the Company prior to the commencement of said employee's work period, except in cases of emergency. After all sick days have been depleted a treating doctor's note will be required to justify all additional time off on account of sickness.

Upon the termination, including retirement and resignation (except by discharge for cause), with at least two (2) weeks' notice, of a covered employee who has accumulated sick days which have not been used, said employee shall be reimbursed for all such sick days at the rate which is current for said employee upon his retirement or earlier termination.

6.2(a) Employees covered by this Agreement shall be granted vacation as follows, effective as of each employee's anniversary date:

- (1) After six (6) month's service 1 week
- (2) After one (1) years' service 1 week
- (3) After two (2) years' service 2 weeks
- (4) After five (5) years' service 3 weeks
- (5) After twelve (12) years' service 4 weeks
- (6) After twenty (20) years' service 5 weeks
- (7) After twenty-eight (28) years' service 6 weeks

(b) Any covered employee may, at his option, take up to one (1) week of his annual vacation in days, upon proper notice to his supervisor, provided that by so doing he will not disrupt the operations of the Company. A maximum total of two (2) weeks accrued vacation may be carried over to the following year with prior approval by the Company and upon proper arrangements.

(c) It is understood that the Company will endeavor to grant eligible employees three (3) or four (4) consecutive weeks of vacation. Employees will be granted vacation so far as possible in accordance with their desires in the order of their seniority.

(d) A week of vacation shall consist of one (1) basic work week consisting of seven (7) consecutive calendar days for which the employee shall be paid forty (40) hours straight-time pay. All vacations shall be taken in that year which next follows the year in which said vacation is earned, (except otherwise as set forth in Section 6.1(a) above).

(e) If a holiday falls within an employee's regularly scheduled vacation period, it shall not be counted part of such vacation period.

(f) In the case of a death of a spouse or near relative of an employee while the employee is on vacation, (as referred to in Section 6.6 of the Agreement), the employee will be allowed to reschedule that portion of his vacation covered by the above mentioned Section.

(g) In the event an employee is hospitalized while on vacation, he will be allowed to charge that portion of the time spent in the hospital to sick leave accrued and will be allowed to reschedule that portion of his vacation.

(h) Any employee who leaves the Company on at least two (2) week's written notice for any reason other than discharge shall be entitled to be compensated for vacation accrued.

6.3 Three (3) personal days shall be granted to each covered employee upon notice within one half hour of regular starting time during each year of this Agreement.

6.4(a) In the case of death of a spouse of an employee, residing in the home of the employee, time off up to a maximum of five (5) consecutive working days, exclusive of Saturday and Sunday, will be granted without loss of basic straight time wages.

(b) In the case of death of a near relative, time off up to a maximum of three (3) consecutive working days exclusive of Saturday and Sunday, will be granted without loss of basic straight time wages. Near relatives consist of son, daughter, father, mother, brother, sister, father-in-law, mother-in-law and any other relative residing in the home of the employee.

(c) In the event of the death of a grandparent of an employee or his spouse not residing in the home of the employee, or in the event of the death of a grandchild, sister-in-law, or brother-in-law of an employee, a maximum of one (1) day to attend funeral services shall be granted without loss of basic straight time wages.

6.5 Proration of sick days and personal days will be made by the Company for any temporary employee in proportion to the amount of the contract year during which the temporary employment is undertaken. It shall be acknowledged at the outset of any such employment that same is "temporary" in nature.

6.6 In the event any employee is called for jury duty, or is required to act as a witness in court on behalf of a Federal, State or Municipal Agency, and is properly subpoenaed by such agency, the employee will receive his regular straight time pay less the amount received by him as services as a juror during such period but will be expected to report on his job during regular working hours whenever the jury is not in session, or whenever his presence as a witness is not required. The employee shall give the Company at least seven (7) days' notice before the beginning of the jury session for the above to be effective at the beginning of such session.

6.7 In the event that any covered employee shall be kept from reporting for work on time or shall be required to leave the Company's yard before normal quitting time by or because of emergency fire or rescue conditions attended by him in his capacity as fireman or rescue squad worker, said employee shall suffer no reduction in pay for the first hour's absence from work necessarily caused by said activity.

ARTICLE VII

WORKERS COMPENSATION & DISABILITY

7.1 In the event that an employee is unable to work on account of an accident arising out of and in the course of his employment with employer and in the further event that said accident was not caused by the fault or negligence of the employee, the Company will pay to said employee the difference between said employee's straight time pay and said employee's temporary workers' compensation benefit for the period during which said employee shall remain unable to work on account of said injury which period shall, in no event, exceed thirteen (13) weeks. Said period of thirteen (13) weeks is for same injury and can be taken within a period of seven (7) years. This seven (7) year period begins after the first day of returning to work at full duty, and after one (1) week of differential pay has been taken. If said employee is released for light duty work by the company doctor and such light duty work is

available, the company may provide light duty work. The combination of light duty work and differential pay as stated will not exceed the thirteen weeks described. Said payments shall be made by the Company notwithstanding the availability of permanent workers' compensation benefits. If an accident arising out of and in the course of employment with Company, not caused by the fault or negligence of employee, shall render the injured employee unable to work for a total period of seven (7) or less consecutive calendar days (being the current waiting period required for payment of temporary compensation by the New Jersey Workers Compensation Laws) Company will cause said employee to be paid in full for those normal working days within said seven (7) day period during which he is rendered unable to work. The determination as to whether or not the accident arose out of and in the course of employment shall be made by the New Jersey Workers Compensation courts.

The determination as to whether the accident was the result of the negligence or fault of the employee involved shall be made by a committee comprised of four (4) members, two (2) of whom shall be appointed by the Company and two (2) of whom shall be appointed by the Union. In the event that three (3) of the four (4) members of said committee cannot agree on this issue, the matter may be submitted as a grievance (in accordance with Article IX hereof). The determination as to when the injured employee is physically able to return to work shall be made by the Company doctor.

An employee injured on the job and placed on workers' compensation shall continue to accrue vacation time for a period not exceeding twelve (12) months. No vacation, sick day or personal day pay (double pay) may be drawn by an employee on workers' compensation. If an employee is out on workers' compensation at the beginning of a new contract year, the granting of sick days and personal days will be deferred until he returns. Sick days and personal days will be granted at that time in proportion to the time remaining in the contract year. Employees who have been placed on workers' compensation will continue to receive coverage during said period under the Company's life insurance, medical insurance and pension program for a period not exceeding twelve (12) months.

7.2(a) The plan for Sickness and Non-Occupational Injury Disability Benefits applicable to this Agreement is attached hereto and made a part thereof. An employee placed on disability because of illness or accident off the job shall continue to accrue vacation time for a period not exceeding twelve (12) months. Accrued vacation, sick day or personal day pay (double pay) may be drawn by an employee on disability; however, such amounts shall be reported to the appropriate state authorities. If an employee is out on disability at the beginning of a new contract year, the granting of sick days and personal days will be deferred until he returns. Sick days and personal days will be granted at that time in proportion to the time remaining in the contract year. Employees who have been placed on disability will continue to receive coverage during said period under the Company's life insurance, medical insurance and pension program for a period not exceeding twelve (12) months.

(b) At the end of a disability period of twelve (12) months, the Company will be free to fill the position of the disabled employee with a permanent replacement unless, within said twelve (12) month period, the employee's doctor shall certify in writing that said employee will be fit to return to work, fully recovered, within six (6) months of said certification. In such case, unless said employee shall return to work, fully recovered, within said six (6) month period, Company may fill the position with a permanent replacement. Thereafter, Company will consider re-hire of a fully recovered formerly disabled employee provided a job is open for which said employee is qualified.

(c) If the employee's doctor has certified after a twelve month disability period that the employee will be fit to return to work, fully recovered, within six months, the employees life insurance, medical insurance and pension program will continue for the six months. If after a twelve month disability period the employee is not able to return to work, the employee may elect to remain on the company's medical insurance by paying 100% of the insurance premiums.

(d) The company will provide long term disability coverage starting twenty six (26) weeks after disability. The coverage will provide a benefit of 66 2/3 of the employee's salary at the time of the disability.

ARTICLE VIII

WORKING CONDITIONS

8.1(a) The Company will provide all necessary protective equipment as is now furnished, such as rubber blankets, rubber gloves, rubber sleeves, rubber hoods, rubber hose, etc., including first aid kits and first aid blankets, and shall keep them at places readily accessible available at all times. The Company agrees to furnish waterproof or acid proof clothing where such clothing is needed.

(b) All employees working on or near exposed energized parts or who are exposed to the hazards of flames or electric arcs must wear FR clothing that complies with OSHA Standard 29 C.F.R. Part 1910.269.

The employee classifications affected by this policy are as follows:

- 1.) All line Classifications and warehouse classifications
- 2.) All Meter Tester Classifications
- 3.) All Utility Technician Classifications
- 4.) All Staking Engineer Classifications

(c) FR Clothing shall include jeans/pants, shirts and any outerwear. When working in a potential arc area, employees must wear FR long-sleeve shirts with sleeves fully extended and buttoned. Shirts with tails must be worn tucked into pants. When work is being performed outside a potential arc area and no electrical hazards exist, employees may wear 100 percent cotton T-shirts. All underlying clothing layers must consist of 100% natural fibers or must be FR garments.

(d) All FR shirts and outerwear shall include the Cooperative's name and logo, the associated cost for name and logo will be borne by the Cooperative. No other logos, emblems, marker graffiti, etc. is permitted.

(e) Employees will not alter or modify FR clothing in any way, including the removal of any permanent liners, tags or emblems.

(f) An annual allowance will be provided for those employees required to wear FR clothing each January 1st.

(g) Employee classifications 1, 2, and 3 as noted above shall be granted a yearly maintenance allowance of \$575 for the replacement of FR clothing and/or safety shoes/boots. They shall further be provided ten 100% cotton T-shirts at the expense of the company, yearly. Employees must wear safety shoes or boots with impact protection.

(h) Employee classification 4 as noted above shall be granted a yearly maintenance allowance of \$250, for the replacement of FR clothing and/or safety shoes/boots. They shall further be provided ten 100% cotton T-shirts at the expense of the company, yearly.

(i) Newly hired employees will be provided a \$1,000 allowance in their first year as a start-up for any of the four classifications defined in 8.1(b) above

(j) Employees will be allowed to carry over any yearly allowance not used to the following year's allowance.

(k) If an employee purchases FR clothing in excess of the cooperative's allowance, the employee must pay the difference to the clothing supplier.

Laundering will be the responsibility of the employee and clothing shall be laundered in accordance with the manufacturer's instructions and requirements. FR apparel shall be free from tears, holes, or other defects.

(l) It is the employee's responsibility to ensure they are properly attired when they report to work. Failure to comply will deem the employee unqualified to work.

8.2 The Company will furnish to regular employees all necessary Company standard tools and equipment. When tools and equipment are provided by the Company, the employees receiving them will be held responsible for their return in good condition, ordinary wear and tear and reasonable loss accepted.

8.3 Where work is done on live primaries or electrical equipment exceeding 600 volts, either a foreman, chief or first class man shall be present to supervise the job.

8.4 In the event of an accident on the job involving a Union employee covered hereby, an immediate investigation will be made by the appropriate Safety Committee which shall include at least one (1) representative of the Union. In the event the Union deems the report of the accident investigation to be unfair to the employee involved, the Union may invoke the grievance procedure herein provided.

8.5 When employees who do not drive cars except on Company business are assigned by the Company to drive Company cars or trucks on Company business, the Company will pay for the necessary state driver's license.

When an employee is required to obtain a special type of driver's license such as the New Jersey Commercial (CDL) License, for the sole purpose of using it to operate Company vehicles, the Company agrees to pay cost of said license. Only employees assigned to drive cars or trucks either on a regular, a relief, or a temporary basis, and licensed by the state and authorized by the Company to drive its automotive equipment, shall be permitted to operate cars and trucks at any time. No employee will be temporarily assigned to operate automotive equipment when an employee, assigned as a regular or relief driver, is available for the work.

8.6(a) Employees who are required to report at their usual place of assembly on the Company's property and then are transported to the place where work is to be performed, shall be transported to and from the place of work on the Company's time. All time shall be computed from the time at which an employee is scheduled to report and does report to the usual place of assembly on the Company's property at the beginning of the day, and shall end when he returns to the regularly scheduled place of ending work for the day.

(b) During work day employees may be required to report to or finish their day at a different company facility other than their normal reporting facility. In this case employees will travel between locations in their personal vehicle and will be compensated for mileage traveled at the applicable IRS rate. Every effort will be made to limit workday travel between company facilities.

(c) When an employee is temporarily assigned to work in a location outside of his normal point of assembly, he shall be reimbursed for the mileage from the normal reporting location, at the applicable IRS rate. Employees so assigned are to be given thirty six (36) hour notice. Assigned employee may waive the right to the 36 hour notice and opt to report to the remote location.

(d) Employees filling an assignment from 3 weeks to six months at a location other than their normal point of assembly will be compensated for one day per work week that they remote report, based on the mileage from Sussex to the remote location, at the applicable IRS rate. The temporary assignment location will become the normal point of assembly for the employee for the duration of the position assignment.

(e) Remote assignments will be made by posting the required classifications for the remote location. If a sufficient number of employees within the classification do not bid the posted job, the company will assign employees from Sussex according to reverse order by seniority as required to complete the assignment.

(f) Openings at the remote location that are created by an assigned employee working on an alternate assignment will be filled by volunteer. If no volunteer, junior employee in appropriate classification at Sussex will fill the opening. The remote assigned employee will refill their position once alternate assignment is complete.

8.7(a) The Company agrees to provide a meal allowance when working overtime, during the designated meal periods. The designated meal periods are defined as, 11:00 p.m. – 1:00 a.m.; 5:00 a.m. – 7:00 a.m.; 11:00 a.m. – 1:00 p.m.; 5:00 p.m. – 7:00 p.m. Employees provided a meal under this article at the designated meal times or as near to those times as practical will be allowed a reasonable amount of time to eat the meal and will be paid during the meal period.

(b) When prearranged work is to be done on a holiday, Saturday or Sunday, meals will be provided at all designated meal periods after eight (8) hours have been worked.

(c) The meal allowance provided for in this paragraph shall be reimbursed to the employee, at the rate of Twenty four Dollars (\$24.00) for eligible dinners, Fifteen Dollars (\$15.00) for eligible lunches, and Ten Dollars (\$10.00) for all other eligible meal allowances. Meal allowances will be paid through payroll during the week the allowance is earned. If the Company provides a meal no meal allowance will be paid.

(d) Employees required by the Company to work through their entire mid-day meal period (i.e. past 12:30 P.M.) shall be paid for that period at the applicable overtime rate and shall later be granted a meal period without pay. Employees who are required to work through and more than one (1) hour beyond the end of the mid-day meal period (i.e. past 1:30 P.M.) shall be paid at the applicable overtime rate for the mid-day meal period missed and later granted a reasonable time to eat without loss of pay.

(e) It is understood by and between Company and Union that meal allowances are provided for employees called out to work without advance notice. A meal allowance does not apply when an employee is required to work through a midday meal period, or if their normal scheduled day falls within a meal period.

Employees required to work 1 ½ hours before or after normal shift will be granted a meal allowance at applicable rate. Employee shall eat breakfast meal prior to reporting to work.

8.8 When any covered employee is required to attend any school or training activity, any time actually spent in school, training or travel in excess of eight (8) hours per day shall be paid at applicable overtime rates. If a special situation would cause an undue expense, the Company and Union will meet prior to the training to discuss how travel will be arranged.

8.9 When the Company requires employees to be away from their homes overnight, meals and lodging shall be furnished and paid for by the Company. Foremen or supervisors in charge of the work shall make all necessary arrangements in this connection.

8.10(a) No employee in the Bargaining Group shall be required to work outdoors in rainy and inclement weather, except in emergencies (as defined in Section 8.10(b) below) involving danger to property or interruption of service. It will be the responsibility of the supervisor to determine when weather conditions are too severe to perform the work due to the current weather conditions. Employees reporting for work, but prevented from working in inclement weather, shall be paid their regular rate of pay during said period. This rule shall be applied with reasonable flexibility so as not to interfere with the needs of the service or to prevent work in protected or sheltered locations regardless of weather conditions.

(b) An emergency is defined as an unforeseen circumstance or condition which threatens imminent interruption of service or imperils safety of persons or loss of property. The cause may be fire, flood, acts of God, acts of government, breakdown of machinery or unforeseen human failure that cannot be planned for in advance.

(c) For prearranged work, every effort will be made to reschedule the work when there is inclement weather. However if the work can't be rescheduled due to customer requirements, and the weather is not severe, then work will proceed as scheduled.

8.11 Employees assigned to duty under the supervision of other utility companies for storm work shall work under the conditions of this Agreement and shall be paid, for their classification, at the Company's double time rate from portal to portal except for rest periods.

8.12 It is agreed that Company rules now in effect or adopted or changed in the future, not contrary to the terms of this Agreement, shall be at all times strictly observed. In this connection, it is understood that when any rule affecting Bargaining Unit employees is adopted or changed in the future, the Company will notify the Shop Steward in advance, and negotiate with the Union on the suggested change.

8.13 No foreman or supervisor shall perform any manual work except in cases of emergency or for the purpose of instruction or training.

8.14 When mutual aid crews are on property, non-Engineering & Operations management will not be utilized for bird-dogging activities for those crews unless all available outside union employees are already working.

8.15 No employee shall be required to perform any tasks with which he is not familiar without proper instruction and training under close supervision.

ARTICLE IX

WORK RULES

9.1 Bucket Truck Crew and Call Crew

(a) Crew to consist of two qualified linemen (Chief and First Class) or (Chief and min. 4th year Apprentice for Sections 9.1(b) -1,3,4,7,8,10).

(b) Work to be performed with the exception of work on multi-phase construction where the work to be performed is between the energized phases.

1. Install/remove/replace transformers up to and including 50 Kva;
2. Install/remove/replace single phase reclosers;
3. Install/remove/replace cut-outs;
4. Install/remove/replace guy wires and attachments;
5. Install/remove/replace lightning arresters;
6. Install/remove/replace single phase capacitors;
7. Transfer and move primary wire on all "A" units, except at junction points, angles, double pins or when cutting or opening an energized conductor is involved;
8. Framing of poles on all types of construction not in an energized area;
9. Framing of energized poles where single phase exists; proper cover up to be used, example: A1 to C1, A2 to C2. No work will be performed on poles that require an existing phase (example A5-1) to be opened or relocated.
10. Pull underground cable between single phase padmounted transformers with second two-man crew. Additional bargaining unit employee will be available for radio communication during wire pull.
11. Install protective grounds. (Providing all phases are de-energized with a visible break and following the tagging procedure.)

(c) Certain cases may require a third man or second crew. The chief should notify supervisor of situation and arrangements will be made for a third man or second crew.

9.2 One Man Bucket Truck (Squirt boom)

(a) One qualified lineman (Serviceman)

(b) Work to be performed (during daylight hours)

1. Line and Substation Inspections
2. Secondary and Service Interruptions
3. Security Light (Installations, Retirements & Maintenance)
4. Consumer Accounting, Service orders and Service order related work
5. Underground locates
6. Open/Close and re-fuse all sectionalizing devices (including 3-phase), cut de-energized single phase in clear, reset transformers and take off line.
7. Standby in emergency situations
8. Relocate/Reattach service at house if service does not cross road.
9. Routine switching
10. Install protective grounds on single phase line (providing phase is de-energized with a visible break, excluding where porcelain cut-outs or switches are present, and following the tagging procedure).

(c) Certain cases may require a second man or second crew, the Serviceman should notify supervisor of the situation and arrangements will be made for the additional personnel.

9.3 Digger Trucks

(a) Crew to consist of two qualified linemen (Chief and 4th year Apprentice) or Chief and Apprentice for work described in number 4 and 5.

(b) Units of Construction to be worked

1. All "A" units except for A9-1 units with A1 junctions

(c) Set up to and including 45' pole with cover up or pole guard in energized areas. When in or near energized phase or secondary, ground wires to be installed from butt plate to ground level only. Hardware may be installed on poles in de-energized areas. Some hardware may be installed on poles being set in energized areas if this does not disrupt the setting of the pole. No crossarm or guy wires shall be attached to a pole being set in an energized area. For emergency work in a primary area a third man will be required.

(d) Can set single phase padmount transformers in de-energized area.

(e) Crew consisting of a lineman and apprentice with appropriate experience can do certain work in de-energized areas, examples are:

1. Set stub poles, lift poles and poles for new construction up to 45 ft.
2. Install anchors;
3. Dig pole holes;
4. Load, deliver and spot poles at work sites;
5. Framing poles;
6. Installing equipment;

(f). Certain cases may require a third man or second crew. Crew chief should notify supervisor of this situation, and arrangements will be made for third man or second crew.

9.4 A committee of not more than six, will be established, represented equally by Labor and Management, to review these work practices and safety rules as needed to address concerns that arise.

9.5 Work rules for Call out for reconnects and Load Management devices.

The call out procedure will be meter tester first, utility technician, on call chief and on call lineman. If on call lineman is reached, the on call lineman must take the call. For hardwired load control switches the utility technicians will be contacted to replace the load control switch.

9.6 When additional employees are needed for Operations Dept overtime work, after all Line Dept employees have been contacted, call outs will go to Staking Engineers, Meter Tester, and Utility Technicians in order indicated on maintained Call List

9.7 ELECTRICAL SUBSIDIARY WORK

- (a) The holder of the electrical license for the Subsidiary will only perform manual labor for training, minor assistance and troubleshooting. License holder would not be utilized to fill crew compliment.

- (b) When the nature of the work being performed requires one Utility Technician to take a lead role on the job, he will be compensated with an additional 7% of his present hourly rate.
- (c) If the Subsidiary experiences financial difficulty, the license holder can resume his working status, following discussion with local business manager.

9.8 WORKING FOR A SUBSIDIARY OF SUSSEX RURAL ELECTRIC COOPERATIVE

All employees of Sussex Rural Electric Cooperative shall be available to work, up to their classification, for any subsidiary during normal working hours. Work shall be performed in accordance with the existing Labor and Management Agreement. The opportunity list will be utilized for scheduling employees to work outside normal working hours for a subsidiary. Individuals will remain assigned to a job until the work is complete. If subsequent trips to a job site are necessary after the initial work is complete, one employee should have previous knowledge of the job site. The opportunity list can be administered by two IBEW members to fairly share overtime among the line department, excluding utility technicians. For after hour calls, the "on call" list will be utilized requesting volunteers, starting with the call crew, if no volunteers are obtained, the call crew will respond.

ARTICLE X

GRIEVANCE AND ARBITRATION

10.1 Should any dispute or difference arise between the Company and the Union or its members as to the interpretation, application, or operation of any provision of this Agreement, not specifically settled in said Agreement, both parties shall endeavor to settle these in the simplest and most direct manner. If a grievance is not presented within ten (10) calendar days of its occurrence it shall no longer exist. The procedure shall be as follows (unless any step or steps thereof are waived, combined or extended by mutual consent):

1st Step - Between the Shop Steward or the Local Union, and the employee's supervisor.

2nd Step - Within an interval of five (5) working days after the first step, between the Steward, a Representative of the Local Union and the Group Manager, and a reply given to the Steward and the Local Union.

3rd Step - Within an interval of five (5) workdays, after Step 2. Between the Steward, a Representative of the Local Union, a Representative of the International Office of the Union may be present and the President of the Company, or his Representative; a written reply shall be given to the Union within five (5) workdays. If the grievance is not presented in this step within five (5) workdays after a reply was given in the second step, subject to waiver by mutual consent, it shall no longer exist.

4th Step - All foregoing steps having been taken without a satisfactory adjustment of the question in dispute, then upon written request therefore, filed by the initiating party with the opposite party, within thirty (30) calendar days after date of reply on Step 3, there shall be created a Board of Arbitration to be composed of one (1) Representative of the Company, one (1) Representative of the Union and a third (3rd) and impartial member to be selected under the rules of the American Arbitration Association.

In the case of discharge or release of an employee, for any reason, the provisions of this clause for arbitration shall apply to the employee and the Company with respect to any unadjusted grievance

related to such discharge or release, regardless of whether or not the steps in the Grievance Procedure under this Article had been taken as herein provided.

Failure to request arbitration by the aggrieved party within the aforesaid thirty (30) days shall serve to nullify any complaint on grievances under this procedure.

The Board of Arbitration so constituted shall consider the merits of the question in dispute and shall render a decision thereon. The decision made in writing by the majority of the members of the Board of Arbitration shall be binding upon the Company and upon the Union for the duration of this Agreement. Said Board shall meet at any place by mutual consent, each party bearing the expense of its own arbitrator. Each party shall appoint its own arbitrator within six (6) days, exclusive of Sundays and holidays, unless otherwise mutually agreed.

10.2 Recognized Shop Stewards or other employees acting as representatives of the Union, may discuss grievances and attend negotiating meetings with the Company without loss of their basic straight time hourly pay for the days upon which grievances are discussed or when negotiating meetings are held, provided that not more than three (3) employees shall act as members of the negotiating committee on behalf of the Union. The Union will notify the Company in writing, as to the identity of the Stewards.

ARTICLE XI

CONTRACTING OUT WORK

11.1(a) Should the Company find it necessary to contract out work of the same type which is regularly and customarily performed by any employee covered hereby, it shall so notify the Union and shall give preference to qualified contractors who have current contracts with Unions affiliated with the AFL-CIO/IBEW. The Company shall not be required to violate any regulation, ordinance, or statute of any kind whatsoever, nor shall it be required by the terms of this paragraph to assume any unreasonable or excessive costs. The employment of contractors shall not operate so as to reduce the normal and basic hours of labor of any employee of the Company in the same line of work, nor shall any contractor be assigned to sixth (6th) day work, in any given location, (except work normally performed by the Building and Construction Trades) unless at the time when such work is to be performed, qualified employees of the Company (either active or laid off) and Company equipment in that same location are not readily available to the Company without unreasonable delay and expense. The Company will notify the Union five (5) days in advance of contracting out any work of the type herein above described.

(b) It is understood and agreed that when any outside service men are called in to perform work on equipment that is now or will be in the future regularly and customarily operated and maintained by employees under this Agreement, they shall perform no manual work of such a nature as to displace any available qualified regular employee, or to reduce the normal basic hours of labor of such employee. It is further understood and agreed that the Company will at all times, where practicable, endeavor to assign regular qualified available employees to assist such service men in their work for the purpose of training and instruction on the equipment involved.

(c) If after contacting all employees on the afterhours call list, the company is unable to obtain the necessary amount of qualified employees to handle the emergency work, the company may contact an outside contractor to provide the manpower to assist with the emergency work.

ARTICLE XII

NO STRIKE - NO LOCKOUT

12.1 During the period of this Agreement or of any extension thereof, there shall be neither strikes nor other stoppages of work by the Union or its members, nor lockouts of employees by the Company.

ARTICLE XIII

TERM OF AGREEMENT

13.1 This Agreement shall be effective as of November 1, 2020, and shall remain in effect until October 31, 2024, and shall be automatically renewed for two (2) year periods thereafter, unless either party hereto shall, not less than sixty (60) days prior to any expiration date, notify the other party in writing of its intention to amend specific articles paragraphs of this Agreement, or to terminate this Agreement. Changes herein may be made at any time by mutual consent, provided such changes are set forth in writing.

Either party may terminate this agreement upon 30 days' notice.

ARTICLE XIV

UNION REPRESENTATIVES AT CONTRACT NEGOTIATIONS

14.1 A total of three (3) Bargaining unit Representatives may attend contract negotiations and related discussions.

ARTICLE XV

MAJOR MEDICAL RETIREMENT AND SECURITY PROGRAM

Company and Union agree that 401(k) Plan established shall be maintained for such members of the Bargaining Unit as may wish to make voluntary contributions. Company agrees to pay into such plan, for each employee who shall contribute thereto, the following sums:

A sum equal to sixty-five (65) percent of said employee's contribution to said plan, provided that said employee's maximum contribution shall not exceed five (5) percent of said employee's basic wage or the maximum set by law, whichever is less, in any contract year.

The company will maintain for all members of the bargaining unit the plan designated as the National Rural Electric Cooperative Association Medical PPO with Prescription Drug Plan for medical, surgical and hospital, and the optical and dental coverage. The Medical PPO and Prescription Drug Plan, with in-network and out-of-network provisions will provide medical, surgical and hospital benefits in accordance with the "Schedule of Benefits" listed on the attached Dental, Optical and Prescription "Summary Plan Descriptions" (SPD's). Benefit provisions will be in accordance with the current SPD's for each plan.

The company will maintain as an optional plan the National Rural Electric Cooperative Association High Deductible Medical PPO with Prescription Drug Plan. A Health Savings Account (HSA) will be setup for those choosing the High Deductible Plan. The company will fund the HSA with the difference between deductibles in the two offered plans.

A Joint Management/Union Benefit Oversight Committee (BOC) shall be established. The Committee will monitor the plan listed above to ensure quality, accessibility and cost effectiveness. The BOC may make recommendations to the Joint Main Negotiating Committee, to change or amend plan designs and/or providers to ensure the company and the members are not subjected to unnecessary or undesirable cost increases. The Joint Main Negotiating Committee will assess and act, or not act, on those recommendations when it is mutually agreeable. In general changes will normally take place at the annual renewal period.

It is stipulated and agreed that Company Group Hospital, Surgical and Medical expense benefits plans described in Schedule "B" shall be placed or remain in effect for the period of this Agreement, unless changed or terminated by mutual consent, and that the Company shall pay that portion of said plans in the manner described in Schedule "B" attached.

Any other commitment to the contrary notwithstanding, the Company's employees Life Insurance Plan as described in Schedule "B" shall remain in effect, unless changed or terminated by mutual consent, for the period of this Agreement.

It is hereby agreed that Company will provide a dental plan and an optical plan as described in Schedule "B" hereof.

The employee contribution for the plans listed above shall be 19% of Premium

The Company will maintain existing life insurance coverage for employee's spouses and children so as to provide a \$10,000 death benefit in the event of a spouse's death and a \$10,000 death benefit in the event of the death of a child. In addition, the Company will provide \$5,000 coverage for such employees at full retirement age of 62 and have five (5) years of service.

The Company will maintain its existing Retirement and Security Plan to provide for full retirement at age 62 and will assume responsibility for payment of all contributions to said plan for each covered employee. The Company will maintain the average wage percentage benefit at 1.9%.

The Company agrees to maintain the Medical Insurance Plan then in effect for any future retiree at age Sixty-Two (62) who has fifteen (15) years of employment service to the Company and spouse of retiree from retiree age Sixty-Two (62) until age Sixty-Five (65) and to fund the premiums as described in paragraph one of this Schedule B. The Company will fund such retiree at age Sixty-Five (65) the following rate of one hundred & seventy five dollars (\$175.00) for the retiree and two hundred & sixty three dollars (\$263.00) for the retiree and spouse. A "Red Star" retirement Medicare Supplement Benefit is hereby established for such of the Company's present employees as shall retire prior to June 27, 1997, each of which persons shall receive full funding of the Medicare Supplement at age Sixty-Five (65) years regardless of premium rate, provided that such person shall have retired during the term hereof and not otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their proper officers and their seal to be annexed as of this 30th day of October, 2020.

SUSSEX RURAL ELECTRIC COOPERATIVE

By 
President & CEO, Christopher P. Reese

LOCAL UNION 1289, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

By 
President, Jeff Ecklof

By 
Shop Steward, Mike Thomas

By 
Shop Steward, Jeff Rowen

By 
Shop Steward, Gail Hensal

