

Agreement
Between
Inland Power & Light Company
&
Local Union No. 77
International Brotherhood of Electrical
Workers
January 1, 2022 through December 31,
2023

Contents

TERM OF AGREEMENT	3
PURPOSE OF AGREEMENT	3
NON-DISRUPTION OF SERVICE	3
ARTICLE 1 – RECOGNITION	4
ARTICLE 2 – UNION SECURITY	4
ARTICLE 3 – GENERAL WORKING RULES.....	4
ARTICLE 4 – HOURS	5
ARTICLE 5 – WAGES, OVERTIME & EXPENSES	6
ARTICLE 6 – HOLIDAYS	7
ARTICLE 7 – VACATIONS	8
ARTICLE 8 – SICK LEAVE AND PAID FAMILY MEDICAL LEAVE	9
ARTICLE 9 – WORKERS COMPENSATION	13
ARTICLE 10 – IBEW LEAVES OF ABSENCE	13
ARTICLE 11 – OTHER EMPLOYEE BENEFITS	14
ARTICLE 12 – HEADQUARTERS.....	17
ARTICLE 13 – SENIORITY	18
ARTICLE 14 – APPRENTICES	19
ARTICLE 15 – JOB OPENINGS AND BIDDING RIGHTS.....	21
ARTICLE 16 – SAFETY AND TRAINING.....	22
ARTICLE 17 – DISCIPLINE	23
ARTICLE 18 – GRIEVANCES.....	24
ARTICLE 19 – ARBITRATION.....	25
ARTICLE 20 – GENERAL FOREMAN	26
ARTICLE 21 – CASUAL EMPLOYEES.....	27
ARTICLE 22 – AREA SERVICE REPRESENTATIVES	28
ARTICLE 23 - SUBSTATION.....	29
ATTACHMENT "A" - INLAND POWER & LIGHT CO. UNION WAGE RATES. Error! Bookmark not defined.	
ATTACHMENT "B" – GRIEVANCE REPORT	33
ATTACHMENT "C" – GRANDFATHER PENSION LETTER.....	34
ATTACHMENT "D" – LABOR MANAGEMENT COMMITTEE CHARTER STATEMENT.....	38
ATTACHMENT "E" – HENRY MILLER STATEMENT	41

TERM OF AGREEMENT

This agreement, between Inland Power & Light Company, hereinafter called the "Cooperative" and Local Union No. 77 of the International Brotherhood of Electrical Workers, hereinafter called the "Union", will take effect on January 1, 2022 and will remain in full force and effective until December 31, 2023 and will continue thereafter from year to year unless either party notifies the other party in writing not less than 60 days prior to December 31, 2023 or any subsequent year of its desire to terminate or amend this agreement. Without giving notice of termination or amendment, this agreement will be subject to such changes as will be mutually agreed upon by the parties hereto.

If, during the term of this agreement, it is discovered that provisions of the agreement conflict with applicable laws or government regulations or if new laws or regulations are adopted during the term of this agreement with which provisions of this agreement conflict, the laws and regulations will prevail and this agreement will be subject to revision by mutual agreement of the parties hereto, to resolve such conflict. Until such conflict is resolved, the parties are obligated to comply with laws and regulations and such compliance will not be considered a breach of this agreement. If any provision of this agreement is adjudged to be unlawful or invalid by a court of competent jurisdiction, those provisions will be considered null and void, but all other provisions of this agreement will continue in full force and effect.

If the Cooperative should change its corporate status through consolidation, merger, sale, transfer or change in ownership, this contract may be opened by either the Cooperative or the Union for negotiations on provisions, terms and conditions thereof. The provisions, terms and obligations herein contained will be binding on the successors and assigns of the Cooperative and on the Union and its members.

PURPOSE OF AGREEMENT

The Cooperative and the Union have a common and sympathetic interest in providing electric power to the members of the Cooperative in a reliable, efficient and cost-effective manner. Both parties intend this agreement to provide the framework for maintaining the harmonious relations between the Cooperative and the Union necessary to accomplish that purpose.

NON-DISRUPTION OF SERVICE

The Cooperative is engaged in public service requiring continuous operation and it is agreed that neither the Cooperative nor the Union and its members will take any action that would disrupt the ability of the Cooperative to provide such continuous service.

ARTICLE 1 – RECOGNITION

1. The Cooperative recognizes the Union as the exclusive bargaining representative of all classifications of employees of the Cooperative covered in Exhibit "A", hereto attached, for the purpose of collective bargaining concerning wages, benefits, hours and working conditions.
2. The Union recognizes that, except as expressly limited by the terms of this Agreement, all regular and customary rights and functions of the Cooperative in the conduct of business are exclusively reserved to and vested in the Cooperative. Both the Cooperative and the Union recognize the selected "Union Shop Stewards" as the communication link between the Cooperative and the Union. The Cooperative will be notified promptly of any change in the Union Shop Stewards.

ARTICLE 2 – UNION SECURITY

1. All regular employees of the Cooperative falling under the classifications covered by this agreement will be required to share in the cost of maintaining and operating the Union as their collective bargaining agency in accordance with its rules.
2. The forgoing provision will not be construed to deny the right of the Cooperative to select its supervised employees regardless of whether such employees are members of the Union, but it is the intent of the parties that new supervised employees will pay minimum dues thirty days after the date of employment and will become members of the Union at the end of their first 90 days of employment.
3. Upon authorization by each individual employee, the Cooperative agrees to deduct Union dues from the pay of its employees monthly and send a check to the Union for the total amount deducted along with a list of the names of the individuals from which the deductions were taken.
4. The Cooperative will make appropriate provision in any agreement entered into with any contractor for the furnishing to the Cooperative of work customarily done by the classifications in Exhibit A of this contract, that such contractor or subcontractor will conform to the current and prevailing Union schedule of wages and working conditions.
 - a. If requested, the Cooperative will provide the necessary information to confirm if the non-union contractors are paying the prevailing rate for the classifications in Exhibit A. Information will only be provided for positions matching Union classifications.

ARTICLE 3 – GENERAL WORKING RULES

1. Ten (10) consecutive working hours will constitute a day's work and four (4) working shifts falling in consecutive order will constitute a work week.
2. At each established headquarters, the Cooperative may designate one journeyman lineman to be the individual in charge.

3. No employee will be required to stand by for duty outside their regular work hours. However, when contacted to report for emergency work, they will report immediately.
4. The construction, maintenance, and retirement of all overhead and underground facilities, including repairs of said facilities and all other tasks generally accepted as line work shall be considered Journeyman Lineman's work. This work may be done with the assistance of Operators, Groundmen, Apprentices, and/or outside contractors, as long as no other provisions of this agreement are violated.
5. The Cooperative retains the right to exercise discipline in the interest of good service and the proper conduct of its business and may terminate the employment of any employee for good or just cause at any time. Any employee laid off or discharged will, upon request, be advised of the reason or reasons for such action and will be entitled to a hearing as herein provided.
6. Employees with less than six months' employment with the Cooperative will be given one week's notice of termination and employees with six months or more service will be given two weeks' notice of termination if the termination is through no fault of the employee as a result of a reduction in force.
7. When in the opinion of the Cooperative and the Union, any employee, by reason of physical or mental condition, cannot perform their regular duties; the employee may be transferred to another position. The Cooperative, however, is not obligated to create a position for placement of such employee.
8. The Cooperative will pay employees twice monthly on regularly designated paydays.

ARTICLE 4 – HOURS

1. Ten consecutive working hours will constitute a days' work and four working shifts falling in consecutive order on Monday through Thursday or Tuesday through Friday will constitute a work week, except for the weeks when Thanksgiving, Christmas Day and New Year's Day are paid and recognized. During these specific holiday weeks, eight consecutive working hours from 7:00 am until 3:30 pm will constitute a day's work and five working shifts in consecutive order Monday through Friday will constitute a work week. During the ten-hour shifts, normal working hours will be 6:30 am – 5:00 pm. Working hours and days may be modified by mutual agreement.
2. During the regular workday shift a 30-minute meal period will normally commence at either 11:00am or 11:30am. If employees work through the meal period, they shall be paid overtime at the double time rate for the missed meal period. When the meal period is missed the employee will be allowed a reasonable amount of time during the normal shift to eat as long as the normal workflow is not interrupted. If the workflow is interrupted the normal break period will be used. Since missed meal periods are considered overtime, and with the exception of outages and emergencies, all overtime is subject to approval of management.

ARTICLE 5 – WAGES, OVERTIME & EXPENSES

1. Wage rates for the various classifications covered by this agreement are a part of this agreement and may be found in Exhibit A attached.
2. A crew consisting of two Journeyman Linemen, a Journeyman Lineman and an apprentice or a Journeyman Lineman and a contractor hired by the Cooperative or installing the Cooperative's facilities will have one Journeyman Lineman paid at the Lead Lineman rate.
3. A crew consisting of three Journeyman Linemen, two Journeyman Linemen and an apprentice or two Journeyman Linemen and a contractor hired by the Cooperative or installing the Cooperative's facilities will have one Journeyman paid at the Foreman rate.
4. A crew containing three or more employees of any classification will have one journeyman lineman designated as foreman who will be compensated at the wage rate for that classification.
5. Opportunity for overtime work within classifications covered by this Agreement will be made as equitably as practical.
6. Employees reporting for work outside of regular hours will be paid at double time rate. Such pay will begin when they leave their homes and, except while on a regular shift, will end when they return to their home. It is expected that employees will respond to call outs in a timely manner. Unless in General Foreman classification (see Article 20) or called out within 1 ½ hours of regular starting time, employees reporting for work outside regular working hours on order of the Cooperative will receive a minimum of two hours double time pay. If called out within 1 ½ hours, pay will be for actual time worked. Employees notified before leaving work to report for work outside regular shift hours will be paid only from the time they report to headquarters and return to headquarters.
7. An employee will be entitled to eight (8) consecutive hours of rest or ten (10) consecutive hours of rest if working the alternate work week unless instructed otherwise by Management, under the following conditions:
 - a. Upon completion of a period in which an employee works six or more hours or takes two (2) or more call outs at the overtime rate between the hours of 8:00 pm and 1.5 hours prior to the start of the regular shift;
 - b. The employee has worked more than sixteen (16) consecutive hours; or
 - c. The employee works six (6) or more consecutive hours at the overtime rate and those working hours overlap the entire sixth hour prior to the start of their regular shift.

If, in the event of an emergency, an employee is called back to work during the rest period, the employee will be paid at the overtime rate for all hours worked until the employee receives his rest period, up to eight consecutive hours or ten hours if working the alternate work week.

In the event that any part of the rest period overlaps the employee's regular shift, the employee will be compensated at their regular rate of pay for the full overlap.

The employee may also use vacation pay or "no pay" for any of the hours in the "overlap period". No employee will be allowed to work more than sixteen (16) consecutive hours except in an emergency when no replacement worker is available.

During major emergency situations (wide-spread and extended electrical system disruption) there will be a maximum of thirty-two (32) continuous hours worked by an employee, then a mandatory eight (8) hours of rest. Hours will resume thereafter sixteen (16) on – eight (8) off, with all hours worked paid at the overtime rate.

Travel time to/from an employee's home shall not be considered part of an employee's rest period.

8. On regular time, employees will provide their own meals and eat on or near the job site. Established mealtimes will be set at 6am, 12pm, 6pm, and 12am. Applicable to overtime meals only. Time paid is time worked. On extension of shift the employee must work past the start of the 6pm mealtime. The Cooperative will, at their option, pay for or provide meals and pay for up to thirty minutes of time to eat the meal plus reasonable travel time. If a meal is not provided, the employee will receive a meal chit equal to 50% of straight time lineman hourly wage rate per missed meal plus 30 minute missed meal allowance.
9. "Tool Replacement" - The Cooperative will supply pneumatic tools necessary to the mechanics' job duties.

ARTICLE 6 – HOLIDAYS

1. Holidays with pay will be: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and Henry Miller Day (floating holiday) to be taken on a day mutually agreed upon by each employee and the Cooperative.
 - a. In the event a paid holiday falls on an employee's regular day off, the holiday shall be observed on the closest regular scheduled work day to the holiday.
2. Employees requested by the Cooperative to work on any of the above-named holidays will be paid at their double time rate plus holiday pay.

3. Employees that work on a holiday or the observed holiday shall have an option with the allotted holiday pay (8 hours of straight time if working 8-hour days or 10 hours of straight time if working 10-hour days). The employee may either accept the holiday pay as usual or may elect to transfer the allotted eight (8) hours or ten (10) hours of holiday pay, depending on shift that week, to eight (8) hours or ten (10) hours into the employee's vacation bank.

ARTICLE 7 – VACATIONS

1. Employees who have been continuous full-time employees of the Cooperative for a period of one year will be entitled to two weeks' vacation at regular pay. For the purpose of determining the amount of vacation to which an employee is entitled, the employee's anniversary date will be considered January 1 of the year following the year in which employment started.
2. Employees will be eligible for annual vacation of three weeks after three (3) years of continuous full-time employment by the Cooperative, four weeks upon completion of ten (10) years continuous full-time employment with the Cooperative, four and one-half weeks upon completion of seventeen (17) years continuous full-time employment with the Cooperative, five weeks upon completion of twenty years of continuous full-time employment with the Cooperative, and, after twenty-five years of continuous full-time employment with the Cooperative, an extra day a year to a maximum of six weeks after twenty-nine years of continuous full-time employment with the Cooperative.
3. One week of vacation is equal to forty (40) hours.
4. Vacations will be scheduled based on request for a time which will create the least inconvenience to the operation of the Cooperative. Full or split vacations may be scheduled at the request of an employee upon approval of the Cooperative. Seniority will prevail where conflicts in requested periods develop.
5. Additional wage payments will not be made to employees in lieu of vacations unless mutually agreed upon by the employee and the Cooperative.
6. Up to a maximum of fifteen days' vacation time may be carried over into the next calendar year.
7. An employee wanting to draw vacation pay in advance may do so by providing the Cooperative with ten days' notice prior to the start of the vacation.
8. Employees voluntarily leaving the services of the Cooperative who have given two weeks' notice and employees who are laid-off or whose employment is otherwise terminated for the convenience of the Cooperative will be given their vacation allowance.

ARTICLE 8 – SICK LEAVE AND PAID FAMILY MEDICAL LEAVE

A. Election

If eligible for both Section B Paid Sick Leave benefits and Section C Paid Family/Medical leave (Washington Paid Family Medical Leave (PFML), employees must elect to use either sick leave balances in Section B or medical/family leave in Section C but not both. The Paid Sick Leave in Section B or vacation leave may be used to cover the seven (7) day waiting period of Section C.

B. Paid Sick Leave

After an employee has completed 90 calendar days of continuous employment with the Cooperative, they will be entitled to paid sick leave based on the following schedule designated in hours allowed.

SENIORITY	PERCENTAGES OF WAGES		
	100%	90%	50%
3 months - 1 year	52	0	80
1 year - 2 years	52	22	160
2 years - 3 years	52	102	320
3 years - 4 years	52	182	480
4 years - 5 years	52	264	640
5 years - 6 years	52	342	800
6 years - 7 years	52	424	960
7 years - 8 years	52	500	1120
8 years - 9 years	52	580	1280
9 years - 10 years	52	662	1440
10 years and over	52	745	3360

1. Utilization

The 100% sick leave benefit will be used first, the 90% sick leave benefit second and the 50% sick leave benefit last. Employees may be entitled to sick leave or disability benefits from another provider such as insurance or social security. The intent of the parties is to integrate the benefits provided by the various programs. In no event will the Cooperative pay sick leave benefits which would allow an employee to receive more than 90% of their regular wages during the second benefits period or more than 50% of their regular wages during the last benefit period.

- a. For unforeseen absence due to illness or off-the-job injury, an employee will notify, or cause to be notified, their immediate supervisor as early as possible on the first day of such absence or as soon as practical. For foreseeable absence due to illness or off-the-job injury, an employee will submit a written request for time off to their immediate supervisor at least 10 days in advance. Failure to give such notice may result in the absence being charged to leave without pay or may constitute sufficient cause for dismissal from employment at the discretion of the Cooperative.
- 2. Return To Work** - When an employee returns to work after sick leave lasting three consecutive days, the Cooperative, at its discretion, may require certification from a licensed health professional that the employee was unable to work. If an employee is on sick leave for a week or more, they are required to obtain a doctor's release certifying the reason for absence and providing a release for return to work. Failure to provide this certification will result in leave without pay until it is provided unless the employee can demonstrate that the verification requirement results in an unreasonable burden or expense.
 - a. When an employee returns to work after more than one week off due to illness or off-the-job injury the Cooperative may, at its discretion and expense, require a second opinion or release from a physician selected by the Cooperative using normal, customary and available methods. If necessary, the employee will sign a waiver releasing medical information to the selected physician.
 - b. Extended periods of sick leave involving predetermined treatments will be applied for prior to beginning the leave and will be allowed only upon written recommendation from the attending physician. Should the period of requested leave be deemed excessive by the Cooperative, it may be charged to vacation or special leave of absence as agreed by the employee and the Cooperative.
- 3.** In cases where the Cooperative dismisses an employee on duty because of illness, sick leave benefits for the remaining portion of the workday will be allowed.
- 4.** No sick leave will be granted to an employee whose absence from work was caused by alcohol or drug use that is currently not being treated by a professional health care provider as an addiction; or intoxication, or use of intoxicating beverages or legal drugs not prescribed to the employee, or illegal drugs while at work or on Cooperative business or any injury which resulted from the use of intoxicating beverages, or legal drugs not prescribed to the employee or illegal drugs that may impair performance including the ability to safely drive a vehicle. Employees who are injured or become sick resulting from the violation of criminal laws are not entitled to use of sick leave.
- 5.** Sick leave benefits will not be granted to any employees for injuries sustained while in the employ of any business other than the Cooperative.
- 6.** Sick leave benefits will be chargeable in 5-minute increments and on a successive period basis and will be counted together as one period. Unused sick leave benefits

are forfeited upon termination of employment. Should employee be rehired within 12 months after separating from employment, employee's previous employment will be counted towards the seniority and eligibility waiting period and any forfeited paid leave will be restored.

An employee's 100% sick benefit will be fully reinstated on January 1st of each calendar year. An employee's 90% and 50% sick benefit will be fully reinstated after they have been continuously engaged in full-time employment with the Cooperative for a period of thirteen weeks.

7. An employee who has used all of their accumulated sick leave and vacation time may be placed on leave of absence without pay until fit to return to their normal duties.
8. The 100% sick leave benefit may be used:
 - a. to take leave for your own health condition or to care for a family member with a health condition;
 - b. to take leave if you are a victim of domestic violence, sexual assault, or stalking; or you have a family member who is a victim of domestic violence, sexual assault or stalking; and
 - c. to take leave when the company is closed by order of a public official or any health-related reason, or to care for a child due to a school or daycare closure for such reason.
 - d. Family member is defined as child (biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status), parent, spouse, registered domestic partner, grandparent or grandchild, and sibling.
9. The 90% and 50% sick leave benefit may be used to take leave for employee's own health condition or to care for a family member, as defined above in Section 8. d, with a health condition.

C. Paid Family, Medical and Military Leave (PFML) effective January 1, 2020

a. Eligibility

- i. All employees who work at least 820 hours in first 4 of last 5 completed calendar quarters or, if eligibility is not established, the last four completed calendar quarters immediately preceding the application for leave and work for the Cooperative for 340 hours of the 820, can access PFML. If an employee was covered under a Voluntary Plan (as defined by PFML) by their previous employer, they are immediately eligible for this benefit.
- ii. PFML may be used for the following:
 1. Employee's own serious health condition as defined by RCW 50A.040.010 (19) (a);
 2. Bonding after birth of a baby or the adoption or placement of a child younger than 18 (family);

3. A family member's (defined above in Section 9. d) serious health condition (family); or
 4. Military-connected events as defined by 50A.040.010 (9)(c).
- iii. An employee can utilize PFML for up to 12 weeks plus 2 additional weeks for a total of 14 weeks if pregnancy complications are applicable. If both medical and family leave applies, the employee may utilize PFML for up to 16 weeks plus 2 additional weeks if pregnancy complications are applicable for a total of 18 weeks.
- b. Benefits
- i. The amount of the benefit provided by PFML will be equal to the state plan by calculating the employees weekly average wage as defined in the PFML to a maximum of \$1,000.00 per week in the year 2020 with annual adjustments thereafter in accordance with RCW 50A.04.020.
 - ii. While utilizing PFML, the employee will have job protection if the employee was employed at the Cooperative at least 9 months and worked 965 hours in a 12-month period before the leave began.
 - iii. If the employee was enrolled in the Cooperative health care plans, the Cooperative will continue to cover the employee and dependents at the same level when the leave commenced as long as the employee continues to pay the employee's share of any premium.
- c. Utilization
- i. There is a seven (7) calendar day waiting period before PFML can be utilized but the sick leave benefit in Section B above or vacation pay may be used to cover the seven (7) day waiting period at the employee's option. However, no waiting period is required for leave for the birth or placement of a child.
 - ii. If the reason for leave is foreseeable, the employee shall provide the Cooperative with thirty days' notice of your intention to take leave before the date the leave is to begin.
 - iii. If the reason for leave is not foreseeable, the employee must notify the Cooperative of the leave as soon as is practical.
 - iv. Employee must make a reasonable effort to schedule foreseeable treatment so as not to disrupt unduly the operations of the Cooperative.
 - v. The Cooperative will provide employee a statement of their rights regarding PFML within five business days after the employee's seventh consecutive day of absence due to family or medical leave, or within five business days after the employer has received notice that the employee's absence is due to family or medical leave, whichever is later.

ARTICLE 9 – WORKERS COMPENSATION

1. In the case of injury or illness which is covered by State Industrial Insurance, the Cooperative will provide a supplemental amount that, when combined with the temporary Worker’s Comp time loss benefits, will be equal to 100% of his regular pay. Such payments will continue as long as the employee is receiving the Worker’s Comp time loss benefits but will not exceed the following schedule according to years of service.

0 -5 years	26 weeks
6 – 10 years	52 weeks
11 plus years	104 weeks

ARTICLE 10 – IBEW LEAVES OF ABSENCE

1. An employee covered by this agreement who is elected to office in the I.B.E.W. which requires time off from the job will, upon written request to the Cooperative, be granted a leave of absence for a period of up to six years. If the leave is for less than one (1) year, after notification to the Cooperative, the employee will be returned to the position they vacated. Cooperative and Journeyman Lineman Classification seniority will accrue while on IBEW approved leave. In the event the leave is greater than one (1) year, upon leaving the Union Business Office and being available to return to the Cooperative, the employee shall be offered the first available opening in their classification (right of first refusal) and the employee shall return at the same level of Cooperative seniority and shall retain their position on the Union seniority list as if the employee was without any break in service.

Thirty (30) days before leaving the Union Business Office or before the approved leave of absence expires, the employee must notify the cooperative of their intent to invoke their right of first refusal or the right of first refusal expires.

The employee’s right of first refusal can only be invoked once. If the employee does not accept the first available opening, the right of first refusal is waived.

Pension and 401(k) will follow plan documents. Filling the position would be done as if filling the position was from outside the Cooperative as internal posting procedures would be followed first.

2. When the Cooperative has received a written request from the Union with the name of an employee elected to any one of the following: 1) the Executive Board, 2) Examining Board, 3) Unit Chairman, or as a Union-Cooperative Safety Representative the Cooperative shall approve such request limited to one employee on an annual basis for the requested day(s). It is understood that excessive or unreasonable days off unrelated to the above aforementioned positions shall be at the discretion of the Cooperative.

3. Employees requested to serve as a delegate to the IBEW national convention or that are appointed by the Business Manager to attend a Union function will have the request reviewed and considered by the Cooperative, but the sole determination to approve the request of more than one employee is based on business and operational needs.
 - a. In such cases the employee will provide reasonable notice to the supervisor, and arrangements will be made that will cause the least disruption to work procedures. The Cooperative will bill the Union for lost time at the employee's rate of pay for actual straight-time hours and the actual benefits rate as prescribed by FEMA guidelines, while maintaining the employee on the payroll.
4. Any employee inducted into the Armed Forces of the United States of America will be granted a military leave for the period of their active duty without pay or benefits and may return to their former position without penalty in seniority provided the employee is physically able and qualified to perform the duties of that position and returns within the legal period following separation from the Armed Forces.
5. Employees participating in active reserve units of the Armed Forces may be granted a temporary leave of absence without pay to attend compulsory annual unit training. Request for leave must be submitted to the Cooperative at least thirty days prior to the leave beginning date and verification of attendance must be provided to the Cooperative within one week after return to work.

ARTICLE 11 – OTHER EMPLOYEE BENEFITS

1. Employees and their eligible dependents may participate in the medical, dental, vision, life and disability insurance programs sponsored by the Cooperative. The Cooperative will pay 90% of the premiums for these programs and the employees will pay 10%.
 - a. The Cooperative will continue to pay medical, dental, and vision premiums at 90% while an employee is on LTD for up to two years but not longer. When the employee becomes Medicare eligible the Cooperative will cease to pay the premiums.
 - b. The employer shall contribute monthly the sum of \$.25 for each hour worked for all employees covered by this agreement to the Electrical Workers HRA VEBA Trust. It is understood that this contribution shall reduce all employees' hourly rates in "Exhibit A" by \$.25 per hour.

2. Benefit Changes –

Provided that the levels of benefits for group insurance for medical, dental, vision, prescription, life, disability, and/or any other such coverage remain available from the provider, they will not be reduced during the life of this Agreement.

- a. If any increases in existing deductibles, co-pays (including prescriptions), or coinsurance are mandated by the provider, the Union will be notified, and the

Cooperative will select the next best available provider option then available. In such case, the Cooperative will furnish the Union with proof from the provider of unavailability of the then current selection and verification that the replacement is the next best option still made available by the provider.

- b. If any reduction in benefit provisions other than those outlined immediately above is mandated by the provider, the Cooperative will notify and provide the Union with the opportunity to request bargaining. In such cases the Cooperative will furnish the Union with proof from the provider of such reduction.
- c. The Cooperative has the right to select providers. If the Cooperative changes providers, then provided that the benefit provisions from the new provider, including deductibles, co-pays, out-of-pocket limit or co-insurance, are the same or better than those afforded by the prior provider, the Cooperative may change providers. Any deterioration in benefit provisions incident to a change in provider requires prior agreement of the Union and the Cooperative and shall be the subject of bargaining.
- d. If Federal, State or local government laws, rules, regulations, taxes or fines, have impacts on health care benefits, the Parties agree to open discussions regarding health care benefits to negotiate these impacts to include but not limited to those impacts imposed by the Affordable Care Act. This clause will not be triggered by de minimis impacts.
- e. Employees will be offered two medical plans provided by Kaiser Permanente. These plans are a PPO and HMO which are both consumer driven health care plans. Both these plans have deductibles of \$2,500/\$5,000 and out-of-pocket limits of \$3,500/\$7,000 per calendar year. Vision coverage will be included in these two plans. Dental coverage will be with NRECA.
- f. A bi-annual employer contribution will be deposited into each current employees' HRA or HSA depending on which account the employee elects. The date and amount of the contributions will be on or around:

	Individual	Family
January 7, 2022	\$1,500	\$3,000
July 7, 2022	\$1,500	\$3,000
January 7, 2023	\$1,500	\$3,000
July 7, 2023	\$1,500	\$3,000

- g. An employee is eligible to have the July HRA contribution (\$1,500 or \$3,000) advanced because of their own or dependents' serious health condition has depleted the employee's January HRA contribution.

- h. If a new hire is hired before July, Employer will make a HRA contribution into the new hire's HRA account of \$1,500 for individual coverage or \$3,000 for family coverage during the month of hire. If this new hire successfully completes the six-month probationary period, Employer will make a second lump sum HRA contribution equivalent to \$250 for individual coverage or \$500 for family coverage for each month remaining in the calendar year. For example, if an employee is hired in March and elect's family coverage, they would receive \$3,000 in March plus \$2,000 in September (4 months x \$500) into their HRA account.
 - i. If a new hire is hired during or after July, Employer will make a lump sum contribution into their HRA account equivalent to \$250 for individual coverage or \$500 for family for each month remaining in the calendar year. For example, if a new hire is hired in October and elect's family coverage, they would receive \$1,500 into their HRA account.
 - j. A new hire is eligible to seek reimbursement from Employer for a remainder of a deductible if the new hire's HRA contribution is depleted during the calendar year of employment.
 - k. If an employee anticipates retiring or resigning within the calendar year, they must notify Human Resources in a timely manner. After notification, Human Resources will change the HRA contribution to a pro-rata monthly contribution. A retiring or resigning employee may be responsible for reimbursing the Employer, from their final paychecks, a pro-rata amount for the portion of the year they were not employed but received a lump sum HRA contribution.
- 3.** The Cooperative will offer to eligible Inland bargaining unit employees the National Rural Electric Cooperative Association Retirement and Security Program. The benefit level of this program will be 1.9% for the employees hired prior to June 1, 2011. For employees hired after June 1, 2011, the benefit level will be 1.9% with a normal retirement age between 62 or 65 based on program cost. The attached "Grandfather Pension Letter") contains more details. The salary of record for an employee who worked 50% or more in a job classification higher than Journeyman Lineman in a temporary assignment will include an adjustment for the percent of hours worked in the prior year in the higher classification. The employee must notify HR of the eligibility prior to September 15th of the year of the upgrade to qualify. The Cooperative will offer to eligible employees a 401k savings plan. The Cooperative will match employee contributions into this plan up to 5.5% of the employee's adjusted base salary. When an employee temporarily works in a job classification higher than his/her current classification, the Cooperative will match at the upgraded pay rate for upgraded time worked during that pay period. The salary of record for an employee who worked 50%

or more in a job classification higher than Journeyman Lineman will include an adjustment for the percent of hours worked in the prior year in the higher classification.

4. Employees who retire from the Cooperative at age 55 or older may continue participation in the medical, dental and vision insurance offered by the Cooperative at group rates, but the cost of continuation will be paid in full by the retiree.

ARTICLE 12 – HEADQUARTERS

1. Headquarters and warehouse are terms that are used interchangeably throughout this labor agreement and have the same meaning. Headquarters is defined to be the locations where employees report to work. If an employee is assigned a headquarters by the Cooperative, they will travel from headquarters to headquarters on Cooperative time.
2. "Assigned Personnel." In order to provide a reasonable response time to outages, union employees, other than temporary, who have an assigned headquarters shall live within a thirty mile radius of that headquarters. Employees will consult with the Cooperative before taking up permanent residency. The Cooperative reserves the right to make a final determination on this requirement.
3. "Headquarters/Residency Changes." If the Cooperative closes or moves a headquarters, the employees previously assigned to that headquarters may be required to move in order to comply with the residency requirement. Such decision will be made by the Cooperative and based on the memberships' needs. If a move is required, the employee will have up to twenty-four months to comply. Extensions of time beyond twenty-four months must be approved by the Cooperative. Potential, Headquarters are segregated into the following four geographic areas:
 - North - 3Y and Suncrest;
 - South – Colfax and Pomeroy;
 - Central – Four Lakes and Trentwood; and
 - West – Davenport.
4. "Rovers." Personnel not assigned to a particular headquarters will be assigned a headquarters within a twenty-five-mile radius of the IBEW Local 77 business office address located at 7903 E. Broadway Ave., Spokane Valley, WA 99212. These employees will report to the appropriate warehouse at the regular starting time as assigned by the Cooperative during the previous workday. These employees shall live within a thirty mile radius of the IBEW Local 77 business office. The Cooperative reserves the right to make a final determination on this requirement. Travel outside the twenty-five-mile radius will be addressed by the Cooperative according to the applicable Cooperative policies and provisions of this Agreement.

5. Employees may be assigned temporary headquarters other than their designated headquarters. While so assigned, employees will be furnished reasonable board and lodging reimbursement. If board and lodging cannot be provided within a ten-mile radius of temporary headquarters, IRS approved mileage rates will be paid for driving personal vehicles and appropriate wages will be paid for time traveled beyond the ten-mile radius. Employees working out of temporary headquarters will be allowed to return to their assigned headquarters on weekends.
6. Apprentice lineman, assigned to a headquarters in the North Central area, will on their own time show up at any of the Cooperative's North Central area warehouses for work for the purpose of getting experience on different crews and working on a variety of projects for training purposes.
 - a. It is the intent of both parties to expose the apprentices to varied training opportunities by providing advance notice to apprentices prior to moving from one location to another as well as an expectation of time in each location. Apprentices will be notified the week prior to moving to a different headquarters.
 - b. Apprentices assigned to Colfax or Davenport will also report on their own time to the Four Lakes warehouse when assigned during their apprenticeship for training purposes.
 - i. In the event an apprentice works more than 12 consecutive hours, the Cooperative shall provide a room and the standard meal per diem pursuant to Cooperative policy and procedures.

ARTICLE 13 – SENIORITY

1. The appropriate seniority will be the determining factor when specified in this agreement.
2. Cooperative seniority will be determined by length of continuous full-time employment with the Cooperative.
3. Journeyman Lineman Classification seniority shall be defined as the length of full-time employment in a Journeyman Lineman, or higher, classification while being continuously employed by the Cooperative.
 - a. When an Apprentice has served an Apprenticeship at the Cooperative and becomes a Journeyman, his/her Journeyman Lineman seniority date shall be counted from the date he/she started their 5th step at the Cooperative.
4. In the case of a reduction in force in any given classification listed in Exhibit A, the employee with the lowest Cooperative seniority in said classification will be laid off first. For the purpose of this section, ASRs, Line Servicemen, and Foremen shall be considered to be Journeyman Linemen.

5. The first six months of employment for regular bargaining unit employees shall constitute a probationary period, during which time continued employment is at the option of the Cooperative. Leaves of absence will not count towards the probationary period. After the first six months, the seniority will be counted as the date of employment. Management's decision to separate an employee during their probationary period is not grievable under Article 18.

ARTICLE 14 – APPRENTICES

1. The Cooperative agrees to participate in established apprenticeship programs but is not required to create positions for the sole purpose of training.
2. An apprentice must work under direct supervision of a journeyman.
3. Not more than one apprentice will be employed in a working crew from three to six journeymen, provided, however, that each warehouse area may have one apprentice and when employees from those areas work together, this rule will not apply.
4. In view of the nature of the business of the Cooperative and of the inherent responsibility of both the Cooperative and the Union to provide the maximum in highly skilled service, it is essential that apprentices be broadly trained in all aspects of their craft. To accomplish this purpose each apprentice is to be provided with systematic work experience and off-the-job related instruction when it is possible to arrange such instruction.
5. Definitions:
 - a. "Apprentice" shall mean an employee who has signed an Apprenticeship Agreement with the Cooperative or has otherwise been entered into an Apprenticeship classification to learn one (1) of the crafts classified within this agreement.
 - b. "Apprenticeship Agreement" shall mean a written agreement between the Cooperative and the person employed as an apprentice.
 - c. "Joint Apprenticeship Committee" is that committee established by the Cooperative and the Union, composed of equal representation from each, and charged with the administration of the apprenticeship program. The Union shall have two (2) members on the JATC who will be elected by the Union membership every three (3) years.
6. Term:
 - a. The term of apprenticeship, depending on the craft shall be two (2), three (3) or four (4) years of reasonably continuous employment and experience in the principal operations of such craft.
 - b. The first six (6) months of the term of apprenticeship shall be considered a probationary or try-out period. During this period the continued employment as an apprentice shall be entirely at the option of the Cooperative.
 - c. An apprentice shall be promoted one (1) pay classification at the completion of each six (6) months of work as an apprentice if his field progress, as reported by

his Supervisor to the Joint Apprenticeship committee, has been satisfactory and if he/she has fulfilled his obligations as to related instruction when this instruction is available.

- d. An employee moving to an apprenticeship program from a position classification within this agreement will be evaluated by the Joint Apprenticeship Committee on his knowledge and skills level of that craft and may be placed at any apprenticeship step wage above step one (1) and remain at the apprenticeship step wage until his apprenticeship step progression pay equals or exceeds his predetermined starting wage.

7. Further Provisions

- a. An apprentice for who related instruction has been arranged shall be required to enter into an Apprenticeship Agreement with the Cooperative and shall enroll in a course of related instruction which is to be conducted as determined by the Joint Apprenticeship Committee. Time spent on any such related instruction shall not be classified as hours of work and shall not be compensable.
 - b. At the end of his/her term of apprenticeship an apprentice will be examined by the Union to determine his/her qualifications for journeyman. If he/she has been enrolled in a related course of instruction he/she shall be examined only after being certified by the Joint Apprenticeship Committee. When the apprentice passes his/her examination he/she shall be judged qualified for the rating of journeyman and paid at the Journeyman rate.
 - c. If an apprentice fails to pass his examination, he/she shall be given a second opportunity six (6) months later. If he/she fails the second examination or does not take the examination at this time, he/she will be removed from the apprentice classification and his continued employment shall be at the option of the Cooperative.
 - d. An apprentice having served his apprenticeship shall not be removed in favor of a new apprentice nor shall a journeyman be hired until the waiting apprentice, if qualified, has been made a journeyman.
- 8.** The selection of apprentices will be made from a pool of current employees or outside applicants received from a job posting. The responsibility of and authority for the selection rests with the Cooperative and not the Joint Apprentice Committee. Selection will be made solely from qualified employees or applicants as determined by the Cooperative.

9. Training/Travel:

- a. Compensation for mandatory out of town apprentice training as determined by the IPL JATC (such as Camp Rilea or other schools and/or training programs) shall be in accordance with the following schedule.
- b. First and Second year apprentices shall be compensated eighty (80) hours of pay (forty (40) hours for each weekly pay period) at their regular hourly rate for each session of

training attended at Camp Rilea or similar two-week program: this pay shall compensate the apprentice for the modified work schedule to accommodate the training.

- c. In addition to the aforementioned compensation, each 1st and 2nd year apprentice shall be compensated an additional eight (8) hours of pay at their regular hourly rate for travel time for each session. Travel pay shall not be considered hours worked. The total compensation for each 1st and 2nd year session attended shall be eighty-eight (88) hours of pay at the straight time rate.
- d. Third year apprentices shall be compensated forty (40) hours of pay at their regular hourly rate for each session of training attended at Camp Rilea or similar one-week program.
- e. In addition to the aforementioned compensation, each 3rd year apprentice shall be compensated an additional sixteen (16) hours of pay at their regular hourly rate for travel time. Travel pay shall not be considered hours worked. The total compensation for each 3rd year session attended shall be fifty-six (56) hours of pay at the straight time rate.
- f. Regular apprentice bi-weekly JATC related instruction "Saturday school at the Jack Stewart Training Center" shall not be classified as hours worked and shall not be compensable (as defined in the collective bargaining agreement for apprentices).

ARTICLE 15 – JOB OPENINGS AND BIDDING RIGHTS

1. All positions covered by this Agreement will be filled by using a bidding process as described below.
2. When a position is to be filled, it will be posted internally for seven days, and any qualified employee may bid for the position. The following processes will be used to determine the awarding of the position.
 - a. The Cooperative shall notify employees of the vacant position via e-mail and the employee will submit an internal application expressing their interest in the vacancy.
 - b. Journeyman Lineman Classification Seniority will be used for awarding open positions for Journeyman Linemen.
 - c. Temporary upgrades to Lead position will be based on Journeyman Lineman Classification seniority on the crew. Temporary Upgrades to Foreman positions will be based on Journeyman Lineman Classification seniority if deemed qualified by the crew. With crew safety being paramount, final determination will be made by the General Foreman.
 - d. Journeyman Lineman Classification Seniority shall be used to select the candidates for the Line Serviceman position. The pool of candidates will include the most senior applicant and any others within 5 years seniority of the highest applicant. This pool of candidates will then go through the selection process

based on qualifications. Temporary upgrades to Line Serviceman positions shall be based on the highest Journeyman Lineman Classification Seniority in the same geographical area. Travel to the assigned location of the Serviceman will be on the employee's own time.

- e. ASR and Foreman positions will be awarded using a selection process based on qualifications. All qualifications being equal, Journeyman Lineman Classification Seniority will be the determining factor.
- f. Lead mechanic temporary upgrades will be based on seniority and for full days only when the Mechanic Foreman is absent. Permanent bids are based on the Cooperative's selection process.

- 3. If no successful bid is made, the position may be filled from outside the Cooperative.
- 4. Apprentices shall be awarded a position at a headquarters upon the date of indenturing in the apprenticeship program. Bid will be open internally for Journeyman Lineman or Apprentices prior to hiring an Apprentice from the outside.
- 5. Apprentices will be assigned a headquarters; however, will operate as defined in Article 12, Section 6.
- 6. The Union shall be notified of all bargaining unit job openings and postings. Notifications shall be presented to the Union prior to the closing of the postings.

ARTICLE 16 – SAFETY AND TRAINING

- 1. It is expected that every employee will fully comply with all safety rules and regulations of the Cooperative as well as with Washington State Electrical Workers Safety Rules. Such rules and regulations will be readily available to the employees.
- 2. In the interest of the safety of all employees, all new employees will be required to pass a physical examination prior to employment. Arrangements for such physicals will be made by the Cooperative with a licensed physician and costs of the physical will be paid by the Cooperative.
- 3. The Cooperative will furnish safety straps and gaffs on a replacement basis to the employees.
- 4. The Cooperative and Union agree that safety is the highest priority in our field of work. In furtherance of increasing safety and providing for the opportunity of Journeymen Linemen to increase their skills, the Cooperative will pay for the costs associated with each Journeyman Lineman attending training classes. The class content, location, and time are to be mutually agreed to by the Journeyman Lineman and the Cooperative from those courses regularly offered in the region. It is anticipated that each Journeyman Lineman will attend training classes as recommended by the Cooperative in furtherance of these goals.
- 5. Compensation for voluntary training shall be in accordance with the following schedule.

- a. Employees attending voluntary out of town training that requires travel shall be compensated at their regular hourly rate for their scheduled shift for each day of training.
- b. Prior to out-of-town training it shall be mutually agreed between the Cooperative and the affected employee/employees as to overnight stay or same day travel. The Cooperative shall provide room and board for overnight stays that are approved.
- c. All employees traveling on the same day attending out of town training shall be compensated per FLSA regulations.
- d. Voluntary training that is after regular working hours, which was approved by the Cooperative and does not require out of town travel shall be compensated per FLSA regulations.

ARTICLE 17 – DISCIPLINE

1. The Union and the Cooperative agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the Cooperative may take against an employee include:
 - a. Verbal warning
 - b. Written reminder
 - c. Demotion
 - d. Suspension
 - e. Termination
2. A problem requiring formal discipline may be minor, serious or major in nature. Depending on the severity or reoccurrence of the problem(s), any of the above steps; verbal warning, written reminder, demotion, suspension or termination may be issued depending on the situation. The termination decision is made when either the disciplinary process is not appropriate because of the severity of the offense or when the disciplinary process has failed to correct the problem.
3. In all cases involving discipline, the Cooperative has the burden of proving "good or just cause."
4. In cases of suspension, demotion, or discharge, the specific charges shall be furnished to the employee in writing.
5. When a member of management holds a meeting with a bargaining unit employee that may or will lead to discipline, management shall inform the employee that such a meeting may or will lead to discipline prior to commencing with the meeting. The closest Shop Steward will be made available if the employee requests a steward. If no shop steward is available, then another

bargaining unit employee may act on behalf of the employee for the Shop Steward. The employee also has the right not to have a Shop Steward at the meeting.

ARTICLE 18 – GRIEVANCES

1. It is the intent of this Article that any action believed to be legitimate grounds for a grievance be fully explored and discussed and settlement reached at the earliest possible level. To accomplish this objective either party may request a Union/Management meeting, on a grievance, at any point in the grievance process. Time limits assure orderly and timely progression through levels of discussion, and settlement by arbitration if necessary.
 - a. A grievance shall be defined as an allegation of misapplication, non-compliance with, or misinterpretation of this Agreement. Any grievance not presented within sixteen (16) calendar days after the occurrence causing the grievance shall not be processed through the grievance procedure. The time limits in Steps 1 and 2 may be extended by mutual agreement.
2. Step 1 Oral -Supervisor. An employee with a grievance shall present the matter to the Supervisor. The employee may discuss the matter with the Union Steward if desired. It is the intent of the parties to make reasonable efforts to resolve problems at this level. If no settlement has been achieved through this procedure within sixteen (16) calendar days, then the grievance may proceed to Step 2. The employee and Shop Steward must move the grievance to Step 2 within sixteen (16) calendar days.
3. Step 2 Written – Chief Operating Officer (COO) (or equivalent Manager) level. The grievance will be reduced to writing; using forms supplied for that purpose (see Exhibit "B" - "Grievance Report"). The employee must state the grievance issue with enough detail to identify the nature and subject of the grievance, the date (on or about) of the occurrence, the remedy sought and the specific Article(s) of this Agreement which have been violated. Only one subject matter will be covered in any one grievance. The employee shall fill out a "Grievance Report" and sign it and it shall be given to the Supervisor in charge.
 - a. Their Supervisor will forward the written grievance to the COO. The COO or designee will schedule a grievance meeting with the employee and Steward within sixteen (16) calendar days. The grievance answer shall be provided within sixteen (16) calendar days of the meeting.
 1. The grievance, after being answered by the COO or designee, shall be distributed to the Union Business Office, the Union Steward, grievant and Cooperatives HR Department.
 - b. A grievance that has been processed at Step 2 shall be considered settled if it is not moved to Step 3 within ten (10) working days from the date of the written Step 2 answer.

4. Step 3 – If not resolved at Step 2, the Union shall notify the Cooperative CEO or designee in writing of its desire to pursue the grievance to Step 3. Such notice shall be within sixteen (16) calendar days of receipt of the Step 2 answer and include an explanation of why the Step 2 answer failed to resolve the grievance. The parties shall meet in an attempt to resolve the grievance within sixteen (16) calendar days from the date the CEO or designee receives the Union’s request. The Cooperative will give its written Step 3 answer within sixteen (16) calendar days after the meeting. If desired, time limits may be extended by mutual written agreement.
 - a. The Cooperative or the Union may enter the Step 3 level of this procedure with respect to differences of opinion as to interpretations and/or violations of this Agreement. Such differences of opinion will be discussed at this level and a written Step 3 answer shall be provided within sixteen (16) calendar days after the completion of the discussion. If the matter remains unresolved, it shall be subject to Arbitration under Article 19.
5. General discussions between the Union Business Representative and Cooperative management concerning matters of mutual interest other than grievances may be held at mutually agreeable times at the request of either party.

ARTICLE 19 – ARBITRATION

1. Any grievance resulting from a difference of opinion as to the interpretation of this Agreement which remains unsettled after having been fully processed pursuant to the provisions of the grievance procedure may be submitted to arbitration (or mediation by mutual agreement) providing written application is made within ten (10) working days following receipt of the written Step 3 answer. Before proceeding to arbitration, the parties may move the dispute to non-binding mediation by mutual agreement. The mediator will be selected by mutual agreement and the cost of the mediator’s services will be split equally by the parties. If a dispute is not settled in mediation, it may be moved to arbitration.
2. Either party may give notice of its intention to arbitrate and both parties shall, within five (5) working days of service of such notice, name its representative.
3. The parties shall, within five (5) working days, mutually agree upon a third and impartial person who shall act as a single Arbitrator. In the event of failure to agree upon such third person, notice is to be given to the parties, who shall, with five (5) working days, request a list of nine (9) Arbitrators from the Federal Mediation and Conciliation Service. Using such list, the parties shall by agreement or alternately striking names until one remains, select the Arbitrator. Such selection is to be made, and notification to the Federal Mediation and Conciliation Service sent, within ten (10) working days of receipt of the list. Upon response from the Arbitrator, the parties’ will have five (5) working days to agree to arbitration hearing dates and send notification to the Arbitrator.

4. In the event of the failure of either party to name its representative, the Arbitrator shall proceed to hear the evidence and make findings and issue a final award and shall in all respects possess and exercise the powers of the Arbitrator.
5. Arbitration hearings will be conducted in as short a time as possible and the Arbitrator shall designate the time and place of the hearing, preferably at the Cooperative headquarters, and cause due notice thereof to be given. Each party shall be given the opportunity to appear in person and/or by attorney, to produce witnesses and cross-examine.
 - a. The Arbitrator shall pass on the admissibility of the evidence. Each of the parties agree to produce all its books, records and documents, or any other material or certified copies thereof, which, in the opinion of the Arbitrator are relevant to the issues in dispute. The Arbitrator's decision and award shall be published, giving the reason(s) therefore.
6. The award of the Arbitrator shall be final and conclusive on the parties hereto. The Arbitrator shall have the power only to interpret this Agreement and shall not have power to alter or amend it, or any applicable supplementary Agreements.
7. Each party will be responsible for paying its attorney fees, witness fees (if the witnesses are Cooperative employee(s) the Union will pay the lost time wages of said employee(s) if called by the Union), its costs and the party who is not upheld shall pay the Arbitrator's costs. Should the Arbitrator be unable to determine which of the parties is not upheld, then he/she shall order the Arbitrator's costs to be divided equally.

ARTICLE 20 – GENERAL FOREMAN

1. Line and Substation General Foreman will receive a minimum of 15 minutes of double time pay per phone call or per response outside their regular work hours. If the call or response requires more than 15 minutes to address, the General Foreman will be paid for the actual time worked at double time pay. If the response requires the General Foreman to depart his/her current location, the minimum call out in Article 5, Section 6 will apply.
2. Line and Substation General Foreman will typically be assigned to either the Four Lakes or Trentwood as their headquarters but will not be subject to the residency requirements found in Article 12, Section 2. Line General Foremen will be placed at the bottom of the call out list in their assigned warehouse.
3. After hours 911/Emergency Calls: When CRC/dispatch receives a 911/emergency call, they will contact a Line General Foreman first to facilitate/manage the 911/emergency call. Depending on the urgency, the Line General Foreman may contact the closest ASR or may respond themselves. A Line General Foreman may respond immediately if there is a danger to life, limb or property.
4. Line General Foreman will take a company owned vehicle home. Travel time from Line General Foreman's home to his/her assigned headquarters/warehouse will not

be compensable time but travel to a different warehouse/headquarters or job site is compensable time.

5. Line General Foreman may fill in as a lineman. Examples include addressing short term issues such as unexpected absences or when called out after regular work hours. Foremen or lead linemen will not be displaced at a job site when a General Foreman fills in as a lineman.

ARTICLE 21 – CASUAL EMPLOYEES

1. The Company may hire casual employees when required to meet peaks in the workload, for vacation relief and to temporarily replace employees on sick leave or assigned to other work. A casual employee is defined as an employee hired by the hour for a limited period of time, not to exceed six months unless mutually agreed upon.
 - a. These casual employees will work under the work rules of Inland Power & Light Company and may be added to Company crews.
 - b. Casual employees will not have bidding rights.
 - c. The retention of casual employees is at the sole discretion of the Company and termination of employment of such employees shall not be subject to review through the grievance procedure.
 - d. The Spokane Office of Local 77 shall be used when possible on an informal basis to secure casual employees.
2. Rates of pay for casual employees shall be as follows:
 - a. Journeyman Lineman, Tree Trimmers, and Equipment Operators (Line Equipment Man) shall be paid at the wage rates currently in effect in the agreement between Local 77 of the IBEW and the Northwest Line Constructors Chapter of NECA plus the current rates in the same agreement for 1) Health and Welfare and 2) Pension.
 - b. Laborers shall be paid at the Groundman wage rate currently in effect in the agreement between Local 77 of the IBEW and the Northwest Line Constructors Chapter of NECA plus the current rates in the same agreement for 1) Health and Welfare and 2) Pension.
3. Wage rates for other classifications of casual employees shall be determined in the same manner as those above and as mutually agreed between the Union and the Company.
4. To establish qualifications, casual employees will be required to present evidence of current paid up membership in the appropriate craft union. It is understood and agreed that the above wage and benefit rates cover all wages and non-statutory benefits and that casual employees shall not be eligible for holiday pay, vacation pay, insurance coverage, pension coverage, or items of a similar nature and will not accrue seniority with the Company. Casual employees will be entitled to sick leave pursuant to Washington law.

5. If a casual employee is subsequently hired as a regular employee, the time served as a casual employee will not count in any seniority ranking nor the probationary period.

ARTICLE 22 – AREA SERVICE REPRESENTATIVES (ASRs)

1. ASRs will perform work, to include but not limited to, overhead and underground line work, service work, meter work, collections, meter reading, line design and public relations.
 - a. The work may be performed independently by the ASR during regular shifts, callouts, or scheduled overtime where it is safe (complies with Inland Employee Safety and Health Program), legal (complies with WAC 296.45) and physically possible.
 - b. The ASR will make the onsite determination in all instances as to whether, where, and when additional help is needed. The work may be performed independently as it occurs including during regular shifts, callouts, or scheduled overtime when safe and physically possible.
 - c. The ASR will make the onsite determination in all instances as to whether, where, and when additional help is needed.
 - d. The ASR may team up to form a crew with another Inland Power ASR, or lineman to perform work that two or more linemen can perform safely and efficiently.
 - e. The ASR will not team up to form a crew with contractors, but the ASR can perform quality assurance/control reviews of contract crews.
 - f. Inland Power crews are designated as support in an ASR area when needed but this does not prohibit contract crews, pursuant to Article 2, Section 4 of the Parties labor agreement, from working in an ASR area.
 - g. If safety concerns arise concerning ASRs, the parties agree to address these concerns through the safety committee of the Coop. This does not preclude the Labor-Management Committee from addressing an ASR safety issue.
2. ASRs must reside in a permanent residence within their assigned service area. The cooperative reserves the right to make a final determination on this requirement.
3. ASRs will be responsible for responding to outages and system problems within their assigned service area during their regular shift and after hours unless unavailable.
4. The ASRs assigned headquarters will be their permanent residence, located within their respective service area. A vehicle will be made available to each ASR, to store at their assigned headquarters. The ASR will start and end their shift from their assigned headquarters.
 - a. The vehicle assigned to the ASR may be used for de minimis personal use pursuant to Inland Power Policy 2.4 Code of Ethics. It is appropriate to use a vehicle assigned to an ASR when such use encourages ASR availability to respond to outages and/or member needs.

5. ASRs will be called out first for after hour call outs if the issue is within their assigned service area. If unavailable, the designated back-up ASR's will be called in order. Regarding after hour call outs in the Central geographic area, the ASRs in the Central geographic area will be called first until one ASR responds. If the responding Central area ASR requires additional linemen, those linemen on the call out list will be called next depending on the location of the call out (either Four Lakes or Trentwood). The ASR will be responsible to determine and request the appropriate amount of additional help needed. ASRs will call for a crew when needed for crew work.
6. The cooperative will provide the tools, materials and equipment necessary for the ASRs to perform their jobs. The ASRs will utilize all provided communication tools during and after their shift. The cooperative will compensate the ASR for using the ASR's personal property.
 - a. Storage of tools and material and other miscellaneous expenses (WiFi) will be compensated at \$50 per month.
 - b. Permanent structure (frame with tarp would not apply) to house and secure assigned vehicle will be compensated at \$200 per month if the vehicle is housed in the permanent structure.
7. If the cooperative chooses to temporarily upgrade a qualified employee to backfill for an ASR on extended leave, the upgrade will be offered to the senior qualified employee living in the affected ASR service area. It is agreed that all the duties and expectations of the ASR position must be fulfilled during the temporary upgrade assignment. Crews or servicemen performing work in an ASR area is not considered a temporary upgrade.
8. If an Inland employee is the successful candidate to fill an ASR vacancy and will be required to move, the cooperative will reimburse the selected employee for moving expenses and closing costs of selling their permanent residence, if applicable, up to a maximum of \$15,000.

ARTICLE 23 – SUBSTATION

1. The construction, maintenance, and retirement of all substation facilities, including repairs of said facilities and all other tasks generally accepted as substation work shall be considered Journeyman Substation work. This work may be done with the assistance of Journeyman Lineman, Groundmen, Apprentices, and/or outside contractors, as long as no other provisions of this agreement are violated.
2. When business requirements allow, substation personnel may report to remote worksites instead of their normal headquarters upon mutual agreement between Coop and Substation personnel.

3. Substation Maintenance and Metering General Foreman shall follow Article 20 rules as applicable.

In witness hereof, the parties have signed this Agreement on the _____ day of _____, 2022.

INLAND POWER & LIGHT CO.

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL NO. 77



Jasen Bronec
Chief Executive Officer

Rex Habner
Business Manager



Timothy O'Brien
General Counsel

Dave Garegnani Mike Brown
Business Representative

ATTACHMENT "A" - INLAND POWER & LIGHT CO. UNION WAGE RATES

01/01/2022

HRA Rate Pay Rate
 (+.25 in HRA) (7% over 2021)

IBEW Apprentice Crafts – 3% GWI & 4% Market Adjustment

General Foreman	120.00%	\$64.02	\$63.77
Substation & Metering General Foreman	120.00%	\$64.02	\$63.77
District Foreman	117.50%	\$62.69	\$62.44
Technical Service Foreman	117.50%	\$62.69	\$62.44
Area Service Representative	114.00%	\$60.82	\$60.57
Foreman	112.50%	\$60.02	\$59.77
Substation Maintenance & Metering Foreman	112.50%	\$60.02	\$59.77
Substation Maintenance Technician	107.00%	\$57.08	\$56.83
Journeyman Lnmn - Lead Position	106.00%	\$56.55	\$56.30
Serviceman	105.00%	\$56.02	\$55.77
Journeyman Meterman	100.00%	\$53.35	\$53.10
Journeyman Lineman	100.00%	\$53.35	\$53.10
Apprentice - 6th step	92.00%	\$49.08	\$48.83
Apprentice - 5th step	86.00%	\$45.88	\$45.63
Apprentice - 4th step	82.00%	\$43.75	\$43.50
Apprentice - 3rd step	79.00%	\$42.15	\$41.90
Apprentice - 2nd step	77.00%	\$41.08	\$40.83
Apprentice - 1st step	75.00%	\$40.01	\$39.76

Pay Rate
 (3% over 2021)

IBEW Non-Apprentice Crafts – 3% GWI

Equipment Technician	\$46.23	\$45.98
Mechanic Foreman	\$52.02	\$51.77
Lead Mechanic	\$48.79	\$48.54
Fleet Mechanic / Mechanic Head Groundman	\$46.23	\$45.98
5th - 6 mos.	\$43.65	\$43.40
4th - 6 mos.	\$41.09	\$40.84
3rd - 6 mos.	\$38.52	\$38.27
2nd - 6 mos.	\$35.95	\$35.70
1st - 6 mos.	\$33.38	\$33.13
Heavy Equipment Operator	\$45.20	\$44.95
Head Groundman	\$41.60	\$41.35
Warehouseman Foreman	\$46.23	\$45.98
Lead Warehouseman	\$43.65	\$43.40
Warehouseman - 6th 6 mos.	\$41.09	\$40.84

Warehouseman - 5th 6 mos.	\$39.54	\$39.29
Warehouseman - 4th 6 mos.	\$38.01	\$37.76
Warehouseman - 3rd 6 mos.	\$36.46	\$36.21
Warehouseman - 2nd 6 mos.	\$34.41	\$34.16
Warehouseman - 1st 6 mos.	\$32.87	\$32.62
Lead Electronic Technician	\$52.90	\$52.65
Electronic Technician	\$49.82	\$49.57
Electronic Tech. - 7th 6 mos.	\$45.71	\$45.46
Electronic Tech. - 6th 6 mos.	\$42.63	\$42.38
Electronic Tech. - 5th 6 mos.	\$40.57	\$40.32
Electronic Tech. - 4th 6 mos.	\$37.49	\$37.24
Electronic Tech. - 3rd 6 mos.	\$34.93	\$34.68
Electronic Tech. - 2nd 6 mos.	\$32.35	\$32.10
Electronic Tech. - 1st 6 mos.	\$29.27	\$29.02
Utility Pole Inspector	\$36.36	\$36.11
Field Representative	\$36.36	\$36.11
Field Rep - 4th Step	\$33.90	\$33.65
Field Rep - 3rd Step	\$31.84	\$31.59
Field Rep - 2nd Step	\$29.79	\$29.54
Field Rep - 1st Step	\$27.74	\$27.49
Facility & Grounds Utilityman	\$24.14	\$23.89
Summer Groundman	\$20.54	\$20.29

One Time Only: On or near December 31, 2021, cooperative will compensate each employee on the payroll 5% of their annualized base pay as a retention bonus with the understanding that if the employee leaves employment between receipt of the retention bonus and July 1, 2022, they will forfeit the entire retention bonus and authorize a payroll deduction for the entire amount of the retention bonus if received.

Parties agree to open the contact to discuss wages for 2023.

ATTACHMENT "B" – GRIEVANCE REPORT

Location:	GRIEVANCE REPORT	Date:
Employee's Name:		Section(s) of Agreement Affected
Work Classification:		
Steward's Name:		Other Than Agreement-Safety Rules, etc
Presented to: Supervisor's Name:		
<u>NATURE OF GRIEVANCE:</u>		
REMEDY SOUGHT:		
		_____ Signature of Steward and/or Employee
<u>SUPERVISOR'S RESPONSE:</u>		
<u>DISTRIBUTION:</u>	Operations Manager Labor Relations Union Shop Steward Grievant/Shop Steward	Signature of Supervisor Date

ATTACHMENT "C" – GRANDFATHER PENSION LETTER

Amendment to Tentative Agreement of November 18, 2011 IBEW Local 77 and Inland Power and Light Company As of February 7, 2012

Following labor negotiation on January 31, 2012 the parties, through Federal mediation agree to the following additions/changes to the tentative agreement/offer of November 18, 2011 subject to approval by the Board of Directors and acceptance by the bargaining unit. The November 18, 2011 tentative agreement/offer is modified only as set forth below.

1. Pension Grandfather Provisions Letter will be modified. A brief summary of the changes are:
 - a. Employees hired prior to June 1, 2011 will be grandfathered into retirement plan noted as Plan A.
 - b. Employees hired after June 1, 2011 will be covered by Plan B pension plan – new age benefit formula.

This is a summary only. The attached pension grandfather provision letter explains the changes in more detail.

2. Article 11.3 will be modified as follows:

The Cooperative will offer to eligible Inland bargaining unit employees the National Rural Electric Cooperative Association Retirement and Security Program. The benefit level of this program will be 1.9% for the employees hired prior to June 1, 2011. For employees hired after June 1, 2011, the benefit level will be 1.9% with a normal retirement age between 62 or 65 based on program cost. The attached "Grandfather Pension Letter" contains more details. The salary of record for an employee who worked 50% or more in a job classification higher than Journeyman Lineman will include an adjustment for the percent of hours worked in the prior year in the higher classification.

3. If the Agreement is ratified on February 7, 2012, bargaining unit employees will receive back pay from June 1, 2011 on all hours worked. Retroactive payments will be processed on the March 7, 2012 paycheck following ratification of the Agreement. A payment of \$370 will be deposited from the paycheck into the employees' HRA account.

Both parties recommend acceptance of this modified tentative agreement dated 02-07-2012.

George Brown
Operations Manager
Inland Power and Light Company

John Trumble
Business Representative
IBEW Local 77

Pension Grandfather Provisions

During the 2011 contract negotiations agreement was reached to modify the pension benefit formula for new hires and rehires on and after June 1, 2011. The new pension benefit formula will be referred to as the **Plan "B" Pension Plan**. The

pension benefit formula for employees employed as of June 1, 2011 will be referred to as the **Plan “A” Pension Plan**. The terms of the Plans will include the following formulas.

	Plan “A” Pension Plan	Plan “B” Pension Plan
Final Average Pay	Highest effective salary received during the five out of the last ten years of employment or the average if employed less than five years	Same
Pension Multiplier	1.9%of final average pay per year of Benefit Service	Same
Early Retirement Discount	Must be a least 55 For every year before normal retirement age of 62-deduct 1/15 th for each of 1 st 5 years 1/30 th for each of 2 nd 5 years	Must be at least 55 For every year before normal retirement age as determined by the system cost (1)-deduct 1/15 th for each of 1 st 5 years 1/30 th for each of 2 nd 5 years
NRECA System Cost Bracket	No Bracket	- If in any 3 of a 5 year period, the system cost (1) as determined by NRECA is 15% or below the normal retirement age for the Plan B Pension Plan will change to 62 going forward. There will be no pension buy back. - Then if in any 3 of a 5 year period, the system cost (1) as determined by NRECA is 18% or above the normal retirement age for the Plan B Pension Plan will change to 65 going forward. There will be no pension buy back.

(1) The system cost is as defined in the attached NRECA chart as an example.

The intent of the Parties is to grandfather individuals employed as of May 31, 2011 under the “A” Pension Plan and maintain the “A” Pension Plan on an ongoing basis. Other than changes required by federal or state law, if the Company finds it necessary to propose changes to (a) the “A” Pension Plan formula, (b) the benefit accrual terms or (c) other provisions of the “A” Pension Plan which would reduce or restrict payments to participants covered under the “A” Pension Plan (collectively referred to as “Proposed Changes”), the Parties agree that negotiations over the Proposed Changes to the “A” Pension Plan will be conducted outside of the timeframe for regular contract negotiations. Any negotiations over the “A” Pension Plan will be separate from and not a part of any other contract package proposal.

The Cooperative agrees and represents that it waives any right it may have to implement Proposed Changes absent compliance with the process set forth below.

The Parties agree that Proposed Changes require negotiation with the Union and approval by active employees under the “A” Pension Plan at the time the Proposed Changes are bargained. This voting procedure is consistent and will be consistent in the future with Local 77 bylaws.

This Agreement shall continue in full force and effect during the term of the 2011 – 2014 collective bargaining agreement, any successor or new collective bargaining agreement as well as during any contract hiatus, and shall not be terminable or modified, absent mutual agreement in the manner set forth above.

With the above having been stated and agreed to, the Parties further understand that should the Cooperative file a bankruptcy Petition, this Letter Agreement would be subject to Court review and further action.

System Cost: is defined in the attached NRECA chart. Attached to this letter is the chart that the parties used during negotiations.

The parties have entered into this Agreement after the opportunity to consult with counsel regarding all aspects of the Agreement.

Agreed for the Cooperative

Agreed for the Union

George Brown
Operations Manager
Inland Power & Light

John Trumble
Business Representative
IBEW Local Union 77

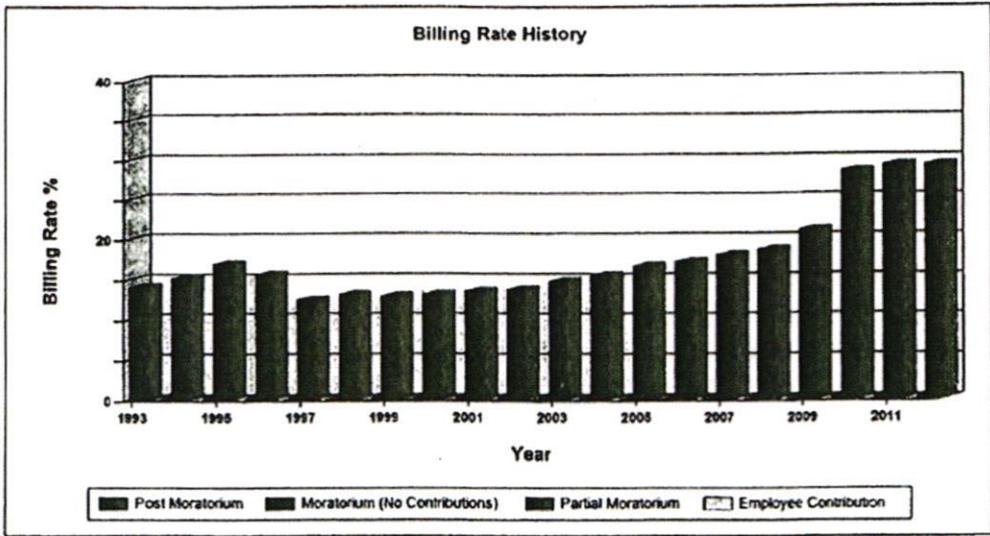


NATIONAL RURAL ELECTRIC COOPERATIVE ASSOCIATION

Retirement Security Plan

System #: 01-48018-001 Plan ID: RNR01A
 Name: INLAND POWER AND LIGHT COMPANY

Year	Benefit Level	System Cost	Employee Contribution	Plan	COLA	Average Age	100% Death Benefit	Salary Type
1993	1.70	14.10	0.00	62	Yes	41	No	BS
1994	1.70	15.11	0.00	62	Yes	40	No	BS
1995	1.90	16.89	0.00	62	Yes	40	No	BS
1996	1.90	15.61	0.00	62	Yes	41	No	BS
1997	1.90	12.49	0.00	62	Yes	42	No	BS
1998	1.90	13.13	0.00	62	Yes	43	No	BS
1999	1.90	12.89	0.00	62	Yes	42	No	BS
2000	1.90	13.13	0.00	62	Yes	43	No	BS
2001	1.90	13.54	0.00	62	Yes	43	No	BS
2002	1.90	13.75	0.00	62	Yes	43	No	BS
2003	1.90	14.73	0.00	62	Yes	44	No	BS
2004	1.90	15.47	0.00	62	Yes	44	No	BS
2005	1.90	16.62	0.00	62	Yes	45	No	BS
2006	1.90	17.14	0.00	62	Yes	44	No	BS
2007	1.90	17.99	0.00	62	Yes	44	No	BS
2008	1.90	18.68	0.00	62	Yes	45	No	BS
2009	1.90	21.12	0.00	62	Yes	46	No	BS
2010	1.90	28.50	0.00	62	Yes	46	No	BS
2011	1.90	29.25	0.00	62	Yes	47	No	BS
2012	1.90	29.25	0.00	62	Yes	47	No	BS



Note: The System Cost is the total of the Trust Contribution and the Administrative Fee.

Your Retirement Security Plan's salary type is "base salary." As a result, your contribution cost is applied as a percentage of each participant's annualized base rate of pay in effect on November 15, 2011, which is that participant's effective salary for the 2012 plan year. Beginning with your January 2012 monthly statement, the estimated amount due will be based on this percentage. Rates noted are for the plan in effect as of January 1 for each year.

ATTACHMENT "D" – LABOR MANAGEMENT COMMITTEE CHARTER STATEMENT

LABOR/MANAGEMENT COMMITTEE CHARTER STATEMENT

IBEW LOCAL UNION 77 and INLAND POWER AND LIGHT

**The purpose of the Labor/Management Committee:
While representing the interests of constituencies, is**

- To provide input and resolve emerging issues and problems.
- To enhance and promote the cooperation and working relationships between the parties resulting in higher morale and increased trust.
- To improve communications and understanding by serving as a link between the Company and the Union.

Guiding Principles:

- Adopt, promote and model Interest Based Bargaining principles.
- Focus on interests, not positions, by developing options through active listening, constructive input, and the sharing of information.
- Remember the other person's problem is my problem.
- Don't turn disagreement into trust issues.
- Look for results that can be based on objective standards.
- Consider impacts on interests third parties (real customers, etc)

Boundaries

- Operate within the parameters of current Labor agreement and comply with Federal and State regulations.
- Strive for consensus in decision making with results adopted, after approval through the appropriate processing, maintaining accountability to our constituents.

Ground Rules:

1. Meetings will be co-chaired
2. Start on time
3. Stick to agenda
4. Be courteous and no personal attacks
5. Be open and honest
6. Listen as an ally
7. Keep confidences
8. Facilitators will not be present during off-record discussion unless requested by the chair. Off-record discussions are okay.
9. Anyone can call a caucus and you will recess immediately.
10. Everyone participates. No one monopolizes.

It is the purpose of the Joint Labor/Management Committee to disclose, investigate, study and develop proposed solutions to issues and interests affecting labor and/or management. The Joint Labor/Management Committee process shall be transparent, well defined, and timely. The Union and the Cooperative are mutually committed to the Joint Labor/Management process and agree to be held accountable.

The Joint Labor/Management Committee process may address the causes of grievances, but is not intended by the parties to be used as a forum to resolve grievances filed under the Collective Bargaining Agreement. Nothing in the Joint Labor/Management process will restrict, impair, or interfere with the party's right to file and process grievances under the Collective Bargaining Agreement.

The responsibility of chairing the meeting will be shared between the Union and the Cooperative.

Summary minutes shall be taken during each meeting and shall consist of the topics discussed and the disposition of each. The minutes shall be prepared by the Cooperative in electronic format and distributed electronically to the committee member vis e-mail. The minutes will be approved at the next regularly scheduled meeting, and once approved, shall be distributed to all warehouses to be posted on the warehouse bulletin board.

The Joint Labor/Management Committee shall set the agenda at their previous meeting. Additional issues will be placed on the agenda at the request of either party, provided the request is a least two (2) weeks in advance of the scheduled meeting. The agenda shall include a brief description of each item to be discussed. The agenda items will be distributed by the Cooperative to each warehouse via e-mail to be posted on the warehouse bulletin board at least two (2) weeks prior to the meeting.

It is understood that any and all modifications to the terms of the Collective Bargaining Agreement shall be subject to ratification by the affected parties.

The Joint Labor/Management Committee shall be comprised of four (4) Management Representatives appointed by the Company and four (4) Union Representatives appointed by the Union. This Committee shall meet twice a year or as mutually agreed upon.

ATTACHMENT "E" – HENRY MILLER STATEMENT

Inland Power & Light and IBEW Local 77 have agreed to designate the floating holiday as Henry Miller Day. Who was Henry Miller and why do we honor him?

Henry Miller was a Lineman who worked throughout the country for railroads, Western Union, and fledging utilities in the east. In 1886, Henry Miller was working for the St. Louis Municipal Electric Light and Power Company when forming a union for workers became one of his goals.

During the St. Louis Exhibition of 1890, which prominently featured electricity and its uses, he saw an opportunity to establish a national union for electrical workers. On December 4, 1891, Henry Miller and nine other men were granted a Charter by the American Federation of Labor and the IBEW was born.

Henry Miller's goals for the union were to provide a safe workplace for all workers in the industry; to provide death benefit payment and to provide a training or apprenticeship that would insure quality workmanship and increased productivity for the electrical industry. In addition to being President of the International Union, he continued to work in the field organizing Locals wherever he traveled.

Like so many Linemen of that era, Henry Miller died young. On July 10, 1896, he suffered a severe electrical shock and fell from a utility pole. The resulting injuries caused his death at age 38, only five years after his dream of forming a national union had been realized. Henry Miller died while working in the field of his choice and promoting his dream of a safe workplace.

As the Cooperative and Union prosper from our partnership, we honor Henry Miller in conjunction with the personal holiday. In doing so, we recognize, accept, and promote his ideas of providing a safe working environment for all workers; that we strive to be the best workers in the industry, and that we instill pride in our craftsmanship and in the quality of our work.