

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

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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.