

COLLECTIVE BARGAINING AGREEMENT

WELLS RURAL ELECTRIC COOPERATIVE

AND

LOCAL UNION 1245

of the

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO

Effective dates 1/1/2022 ---- 12/31/2025

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OUTSIDE FACILITIES UNIT

AGREEMENT

THIS AGREEMENT, made and entered into the First day of January, 2022, by and between WELLS RURAL ELECTRIC COMPANY hereinafter called "Employer" and LOCAL UNION NO. 1245 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter called "Union".

ARTICLE I RECOGNITION

- 1.1 For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, Employer shall recognize Union as the exclusive representative of those Outside Facilities Unit employees for whom the National Labor Relations Board certified Union as such representative in Case No. 20-RC-14365.
- 1.2 The Union and the employees recognize that the Employer continues as the sole and exclusive manager of its business, retaining all of the powers, rights, functions and authority formerly held by management, except to the extent to which they are specifically limited by an express provision of this Agreement and nothing herein contained shall be construed to limit the right of the Employer to determine the character, extent or methods of its operation. Such rights include but are not limited to management's right to establish or continue any policies, practices, work rules, time-entry rules, and procedures that are permissive in scope and/or solely address the conduct of the business and, from time to time, to change or abolish such policies, practices, and procedures; the right to determine, and from time to time redetermine, the number, location, and types of its operations and the methods, processes, and materials to be employed; to change or discontinue processes or operations or discontinue their performance by employees of the company; to determine the number of employees required; to assign work to such employees in accordance with requirements determined by management; to transfer, promote or demote employees; and otherwise to take such measures as management may determine to be necessary for the orderly, safe and efficient conduct of the business. These rights will survive the expiration of this Agreement. (Amended 1/1/22)
- 1.3 Provisions of this Agreement shall be limited in their application to employees of Employer as described in Section 1.1 of this Article. When the words "employee" or "employees" are used in the Agreement, they shall be construed to refer only to employees described in said Section 1.1 unless otherwise noted.
- 1.4 Neither the Union nor the Employer shall discriminate against any employee or prospective employee because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other status protected under federal, state, or local law. (Amended 1/1/22)

- 1.5 The Employer shall deduct from their wages and pay over to the proper officers of the Union the normal and regular membership dues of those employees who individually and voluntarily authorize such deductions in writing while this contract is in effect. Union will be charged a fee per each payroll deduction equal to the actual charges to process the deduction as determined and agreed to by Company and Union. (Amended 1/1/22)

ARTICLE II
NO INTERRUPTION OF SERVICE

- 2.1 (a) The Employer is engaged in rendering public utility services to the public. The Union, the employer and the employees recognize that there is an obligation on each party for the continuous rendering and availability of such services. (Amended 1/1/22)
- (b) The duties performed by employees of the Employer as part of their employment pertain to and are essential in the operation of a public utility and the welfare of the public dependent thereon. During the term of this Agreement, the Union shall not call upon or authorize or permit employees individually or collectively to cease or abstain from the performance of their duties for the Employer. There shall be no strike by the Union or by an employee(s) or lockout by Employer.
- 2.2 Any employee(s) who participate(s) in, advances, leads or promotes any breach of the no-strike provisions of this Article shall be subject to disciplinary action up to and including discharge. (Amended 1/1/22)
- 2.3 Each employee shall perform loyal and efficient work and service and shall use his influence and best efforts to protect the properties of Employer and its service to the public and shall cooperate in promoting and advancing the welfare of the Employer and in preserving the continuity of its service to the public at all times.

ARTICLE III
DEFINITIONS

- 3.1 Employees shall be known as regular, temporary, probationary or part-time.
- 3.2 Regular Employee: One who has completed six-hundred forty (640) hours of continuous service with the Employer. (Amended 1/1/22)
- 3.3 Temporary Employee: One hired by the day for occasional or seasonal work or for a limited time. A temporary employee shall not be eligible for fringe benefits such as paid holidays, sick pay, group insurance or paid vacations. If a temporary employee should, in the course of continuous employment, be reclassified to probationary or regular, he shall be credited with continuous service in determining eligibility for benefits accruing to his new status. An employee hired on a temporary basis for a period of time intended to exceed six-hundred forty (640) hours, will be given a written notice of the time of expected termination. If work is continued beyond that date or employee is rehired within the

following three (3) months, the Union will be notified and the parties shall mutually agree as to the status of employees for such additional working time. (Amended 1/1/22)

- 3.4 Probationary Employee: One hired for a position regularly established subject to satisfactory performance as judged by supervision. After six-hundred forty (640) hours, if determined satisfactory to be a regular employee, a probationary employee's status shall be changed to that of a regular employee. (Amended 1/1/22)
- 3.5 Part-Time Employee: One hired to work less than forty (40) hours per week, and shall not be eligible for any fringe benefits. (Amended 1/1/22)
- 3.6 The retention of temporary, part-time or probationary employees is at the sole discretion of the Employer and termination of employment of such employee shall not be subject to review through the grievance procedure.

ARTICLE IV SENIORITY

- 4.1 Seniority shall be defined as total length of continuous service with the Employer. After an employee has completed his or her probationary period as outlined in Article III (3.4) of this Agreement, an employee shall accumulate seniority retroactive to first date of employment, or first date of re-employment if seniority is lost. (Amended 1/1/22)
- 4.2 Seniority is lost when an employee quits, is on layoff longer than twelve (12) months, for failure to report to work within five (5) days after the end of a layoff or leave of absence, upon retirement, upon discharge for cause, or for being off work for any reason other than disability for longer than twelve (12) months. The Employer shall post a seniority list as of January 1st of each year, a copy of the list also being furnished to the Union.
- 4.3 Layoffs and recalls of regular full-time employees shall be on the basis of seniority of those employees qualified to perform the available work.

ARTICLE V PROMOTION AND DEMOTION

- 5.1 It is the intent of the Employer to continue the practice of filling job vacancies by promoting qualified employees from within.
- 5.2 Vacancies (as determined by the Employer to exist) which will last more than thirty (30) calendar days shall be posted on the bulletin board at each headquarters for a period of five (5) workdays. The bulletin shall be dated and state the name of the headquarters and the vacancy that exists. (Amended 1/1/22)
- 5.3 Any regular or probationary employee who desires consideration must notify the Department Head in writing within ten (10) workdays of the date of posting. Bid forms

will be provided by the Employer to be filled out in triplicate by the bidder. (Amended 1/1/87)

- 5.4 Where qualified, available regular or probationary employees bid for a job opening and past performance and qualifications of bidders are relatively equal, the applicant with the greatest total length of continuous service, shall be awarded the job. (Amended 1/1/87)
- (a) In the event a qualified regular or probationary employee does not bid for the posted vacancy within the allotted ten (10) days provided by 5.3 above for employee bids, the Employer will be then free to fill the vacancy from any available source. (Amended 1/1/87)
- 5.5 A temporary appointment to a vacancy shall, if practicable, be given to the regular or probationary employee who would be awarded the vacancy on a permanent basis. (Amended 1/1/87)
- 5.6 When it becomes necessary to lay off employees due to lack of work, the employees concerned shall be given as much notice as possible, but in no event less than ten (10) workdays except in cases of emergency beyond the control of the Employer. No notice of layoff is required where temporary employees are involved. Layoff for lack of work will be on the basis of qualifications to do the work available and seniority.
- 5.7 Nothing in this Article shall be construed to prevent the Employer from hiring new employees into any vacancy where in its judgment qualified employees are not available. Such judgment is subject to the grievance procedure.
- 5.8 The Company may expedite the filling of posted jobs by canvassing eligible employees whether they desire to be considered for such jobs during or prior to the above posting and notification periods. (Amended 1/1/90)

ARTICLE VI
DISCHARGE AND SUSPENSION
(Amended 1/1/84)

- 6.1 The Company may discharge or discipline any employee for just cause. The Employer may discharge any employee if his work is not satisfactory, but the employee shall have first been given at least one (1) written warning notice with a copy to the Union in all cases except recklessness, dishonesty, being under the influence of intoxicants or drugs during regular working hours, refusal to perform work for which he is qualified, insubordination, or negligence resulting in more than minor damage to Employer's property or equipment, or negligence which threatens the safety of himself or others. Warning notices shall be effective for twelve (12) months from the date of issue. (Amended 1/1/22)
- 6.2 Any disciplinary action, demotion, suspension or termination shall be deemed final unless the employee or the Union files a timely grievance as provided in Article 17 below. (Amended 1/1/22)

- 6.3 (Deleted 1/1/82)
- 6.4 (Deleted 1/1/82)

ARTICLE VII
TEMPORARY OR PART-TIME EMPLOYEES

- 7.1 The employer reserves the right to hire temporary or part-time workers. Such employee(s) shall not be used in order to lay off currently working regular full-time employees. Also, if regular full-time employees are on layoff, temporary or part-time workers shall not be hired before qualified regular full-time employees are first offered the work available. (Amended 1/1/87)
- 7.2 The Employer reserves the right to determine the wage rates for temporary employees without restriction. (Amended 1/1/87)

ARTICLE VIII
WAGES

- 8.1 The job classifications and minimum hourly wage rates listed therefore in Exhibit A are herewith made a part of this Agreement. Job Classifications and Job definitions are listed for the purpose of determining applicable rates of pay and shall not be construed as a limitation of the work assignment of any employee.

Nothing in this Agreement shall be construed as a guarantee of employment.

- 8.2 All employees covered by this Agreement shall be placed on an hourly rate of pay and shall be paid on a semi-monthly basis with payday by the third (3rd) and eighteenth (18th) of each month. If a payday falls on a holiday, payment shall be made on the work day immediately preceding.
- 8.3 (a) An employee who is temporarily assigned to work in a classification higher than his/her regular classification shall be paid for actual hours and at not less than the minimum rate established for the higher classification. An employee who works any fraction of an hour shall be paid at the minimum rate for the higher classification for the entire hour. (Amended 1/1/22)

(b) When an employee is temporarily assigned or reassigned to work in a classification lower than his regular classification, his rate of pay will not be reduced.
- 8.4 (a) Employer and Union may agree to additional classifications and/or revisions to existing classifications and wages with respect thereto during the term of this Agreement. Pending negotiations with respect to such classifications and wage rates, the Employer may establish temporary classifications and wage rates.

(b) The Employer will promptly notify Union of any such temporary classifications and wage rates which are established. When the Employer and Union reach agreement on the wage rate for the new classifications, it will be retroactive to the date when the classification was first temporarily established.

8.5 Employees who bid into a classification having a higher wage progression shall, if qualified, be placed in the wage rate closest to, but higher than, their present wage rate. (Amended 1/1/87)

8.6 (Deleted 1/1/87)

ARTICLE IX TRANSPORTATION

9.1 Employer or public transportation shall be furnished all employees requiring, in the discretion of the Employer, transportation in the performance of their duties. If an employee should request to use his/her own automobile and permission is given, subject to evidence of proper insurance coverage, he/she shall be reimbursed at the maximum allowable rate under Internal Revenue Service rules. (Amended 1/1/84)

ARTICLE X HOURS OF WORK

10.1 Each employee shall have a regularly established schedule of work hours and workdays.

10.2 The workweek shall be that period between Saturday midnight and the following Saturday at 11:59 p.m. (Amended 1/1/22)

10.3 Employee's hours of work shall regularly be scheduled on the basis of eight (8) consecutive hours of work exclusive of a thirty (30) minute lunch period, to be worked between the hours of 6:00 a.m. and 5:00 p.m. In the event of a change in shift schedules, the Employer shall notify the Union in writing thirty (30) days in advance and the parties shall agree on the hours to be worked.

10.4 An employee shall report to an Employer headquarters to which he has been assigned and he shall return thereto at the conclusion of the day's work. The time spent in traveling between such headquarters and the job site shall be considered as time worked.

10.5 (Deleted 1/1/82)

ARTICLE XI OVERTIME

- 11.1 Overtime is defined as: (a) time worked in excess of forty (40) hours in a workweek; (b) time worked in excess of eight (8) hours on a scheduled workday. Except as noted below, overtime shall be paid at 2x the straight-time rate of pay. (Amended 1/1/22)
- (a) Time worked in excess of sixteen (16) hours on a scheduled workday shall be paid at the double-time rate (2X). Time worked in excess of twelve (12) hours on a non-workday shall be paid at the double-time rate (2X). (Added 1-1-13)
- 11.2 Employees who are required to report to work on their non-workdays, or outside of their regular work hours on workdays, shall be paid overtime compensation (2X) for the actual work time and actual travel time. If an employee who is called out for such work outside of his regular work hours on a workday continues to work into or beyond his regular work hours, he shall be paid overtime compensation for actual travel time during overtime hours before and/or after regular work hours. (Amended 1/1/22)
- 11.3 In the event an employee is required to work on a holiday, such work shall be paid for at double-time (2X) the straight time rate of pay. (Amended 1/1/97)
- 11.4 In the event an employee is instructed to report for pre-arranged overtime work and such work is cancelled, the employee shall be paid overtime compensation for a minimum of two (2) hours at (2X) if he has not had notice of such cancellation at least eighteen (18) hours prior to the designated reporting time, except in situations resulting from acts of God or other causes beyond the control of the Employer. (Amended 1/1/22)
- 11.5 If an employee is called out for work by the Employer at time outside employee's regularly scheduled hours and such employee works less than two (2) hours, the employee shall receive not less than two (2) hours pay at double-time (2X). Callout provisions shall not apply to work as an extension of regular workday, nor when an employee is called to work less than two (2) hours prior to the regular work time and the work extends into the regular workday, but only when the employee has returned home from their regular workday or has returned home from a prior call-out, or was not otherwise scheduled to work that day. (Amended 1/1/22)
- 11.6 The Company may designate up to two (2) linemen, one of which may be a third-year apprentice, to be on call (each singularly referred to herein as "Designated Lineman"). If the Company desires to designate more than two (2) linemen to be on call, it shall be on a voluntary basis. Weekends (from the end of the last scheduled workday of the work week to the beginning of the first scheduled workday of the following work week) and Holidays shall be assigned on a rotating basis. Any such Designated Lineman on call during a weekend will be paid a 6-hour premium at the double-time (2X) rate. Any such Designated Lineman on call for a holiday as listed on Article XIII-13.1 will be paid a 4-hour premium at the double-time (2X) rate. If the Designated Lineman is called out to work, Designated Lineman shall be paid the double-time (2X) rate for all hours worked. Any such Designated Lineman on call on a weekday, will be paid for all hours worked, offset by a daily on call 2-hour premium at the double-time(2X) rate. (Amended 1/1/22)

11.7 Nothing contained herein shall be construed to require the payment of overtime compensation under more than one of the foregoing definitions for a single period. The intent of the Employer is to provide a rest period to employees as soon as possible after the completion of overtime work. Employees who are entitled to a rest period in accordance with the following guidelines shall be compensated at the applicable overtime rate until released from work. (Amended 1/1/22)

(a) Any employee who has worked eight (8) hours or more at over-time rates between his regular quitting time and his next regular starting time on regular workdays or during the corresponding time period on a scheduled day off, or on a Company Holiday shall be entitled to a rest period of nine and one half (9.5) consecutive hours upon completion of such overtime work.

(b) For all callouts and prearranged overtime assignments that extend past 22:00 (10:00 p.m.), the employee shall take a nine and a half hour (9.5) rest period prior to a regular scheduled workday, which may include prearranged overtime. Employer retains the right to assign employee to work during any rest period, at Employer's discretion.

(c) If the employee becomes eligible for a rest period in accordance with subsection (a or b) above, and Employer requires the employee to continue work into his regular work period, the employee shall be paid at two times (2X) the standard rate of pay for all hours worked until he is given a rest period of nine and one half (9.5) consecutive hours.

If the employee becomes eligible for a rest period and is called back to work during his nine and one half (9.5) hour rest period, the employee shall be paid at two times (2X) the standard rate of pay for all hours worked until he has been relieved from duty for at least nine and one half (9.5) consecutive hours, and a new rest period will commence at the conclusion of such work. (Amended 1/1/22)

(d) Should the rest period provided in subsection (a) above extend into his regular work hours, the employee may be required to report for work at the end of said rest period for the remainder of that regular work period. The employee shall be paid at straight time for any portion of his regular work period which he is allowed to take as a rest period. He will in any event be paid at the straight-time rate for the said regular work period. (Amended 1/1/22)

ARTICLE XII EXPENSES

12.1 If an employee is required to report for work two (2) hours or more prior to the beginning of his scheduled shift, the Employer will provide a breakfast. If Employer requires an employee to perform work for two (2) hours or more beyond regular work hours, it shall provide him with a meal approximately two (2) hours after regular quitting time and with meals at intervals thereafter of approximately four (4) hours, but not more than five (5) hours, for as long as employee continues to work. Allowance for meals not charged to the Employer will be actual reimbursement for costs with prudent meal selection.

Receipts for meal expenses shall be submitted to the Employer within thirty (30) days for reimbursement. An employee called out after work or on a non-work day shall be provided with a meal at approximately each 4-hour interval except as provided in 12.2 of this article. An employee provided with meals under this section will be allowed 30 minutes to consume the meal exclusive of travel time. (Amended 1/1/22)

- 12.2 If Employer requires an employee to perform pre-arranged work during normal working hours on a non-workday, the employee shall provide his first meal.
- 12.3 Regular employees assigned to temporary work in their normal service area but at such a distance from their established headquarters that it is impracticable for them to return thereto or to their regular place of abode, or assigned outside of their normal work area, shall be paid \$125 per day for meals, plus actual costs of lodging and transportation. All expenses are subject to review and approval of management. The time spent by such employee in travel to such temporary job from its beginning to its conclusion and any reasonable expense incurred therein shall be paid for by the employer, excepting wages for travel time occurring on days on which no work is performed within the co-op. Employees who are assigned training, conferences, etc., shall not be paid travel time on non-work days. (Amended 1/1/22)
- 12.4 An employee who is required to change his residence from one locality to another for Employer convenience shall be reimbursed for any expense incurred in the moving of his household and household good. An employee wishing to obtain reimbursement for expenses under this paragraph shall obtain and submit to management an estimate of cost of moving household goods from a bona fide household goods moving firm. Reimbursement will then be made on actual expenses incurred up to the maximum of the estimated received from the household goods mover. (Amended 1/1/82)
- 12.5 (Deleted 1/1/22)

ARTICLE XIII
HOLIDAYS

- 13.1 The following shall be recognized as holidays under this Agreement for regular and probationary employees:
1. January 1 (New Year's Day)
 2. Martin Luther King Jr. Day, observed on the third Monday in January
 3. Washington's Birthday (observed on the third Monday in February)
 4. Last Monday in May (Memorial Day)
 5. July 4 (Independence Day)
 6. First Monday in September (Labor Day)
 7. Nevada Day (observed on the last Friday in October) (Amended 1/1/2006)

8. Fourth Thursday in November (Thanksgiving Day)
9. Friday following the fourth Thursday in November (Family Day)
10. December 25 (Christmas Day)
11. Plus one (1) Floating Holiday to be taken at the employee's discretion with approval of Employer's Human Resources Department representative.

If January 1, July 4, November 11, or December 25 falls upon a:

- (a) Sunday, the Monday following must be observed as a legal holiday.
 - (b) Saturday, the Friday preceding must be observed as a legal holiday. (Amended 1/1/22)
- 13.2 If any of these holidays falls on a regular workday for regular and probationary employees, such employees shall be entitled to the day off with pay. If a holiday falls on an employee's non-workday he shall receive a regular day's pay for such holiday or another day off with pay, as mutually agreed upon between the supervisory and employee involved. (Amended 1/1/22)
- 13.3 When a regular or probationary employee is required to work on a holiday, he shall be paid at the rate of two (2X) the regular rate of pay for all hours worked in addition to the regular holiday pay. To be eligible for holiday pay, an employee must have worked his next scheduled day before and his next scheduled day after the holiday, and the holiday if scheduled to work, unless previously excused by the Employer. (Amended 1-1-13)

ARTICLE XIV VACATIONS

- 14.1 Vacations shall be considered as a rest period and employees are to take their vacation as a break in the yearly routine. However, in the event an employee is unable to take his vacation due to work needs, he will be allowed to defer up to fifty (50) hours to the following year with notice to the immediate supervisor or general foreman. (Amended 1/1/22)
- 14.2 (Deleted 1/1/22)
- 14.3 (Deleted 1/1/22)
- 14.4 (Deleted 1/1/22)
- 14.5 For purposes of vacation accrual, only persons coming to work at Wells Rural Electric Company between the first and the fifteenth of any month will be considered employed on the first of the month. Persons coming to work between the sixteenth and the end of the month will be considered employed on the first of the following month. (Amended 1/1/87)

14.6 (Deleted 1/1/22)

Length	Hours Accrued Monthly	Hours Accrued Annually	Total Hours
0-5 yrs	6.67	80	80
6-10 yrs	10.00	120	120
11-20 yrs	13.33	160	160
21 yrs	14.00	168	168
22 yrs	14.67	176	176
23 yrs	15.33	184	184
24 yrs	16.00	192	192
25 yrs	16.67	200	200
26 yrs	17.33	208	208
27 yrs	18.00	216	216
28 yrs	18.67	224	224
29 yrs	19.33	232	232
30 yrs	20.00	240	240

14.7 Newly hired employees shall be granted 80 hours' vacation upon their hire date, if hired between January 1 and June 30, and 40 hours' vacation if hired between July 1 and December 31. Newly hired employees do not accrue time according to the above schedule during the calendar year in which they were hired. The following year, such employees will receive 80 hours on January 1 and accrue time according to the above schedule. In all subsequent years, employees will accrue vacation according to the above schedule. (Amended 1/1/22)

ARTICLE XV
SICK LEAVE

15.1 All regular and full-time employees shall be entitled to sick leave with pay. Sick leave shall be accrued at the rate of 96 hours for each year of employment. Sick leave shall be accrued at the above rate for newly-hired employees during their probationary periods, but these employees shall not be entitled the use of sick leave until they have completed their probationary period. (Amended 1/1/22)

15.2 Absence due to sickness must be reported to the Department Head or his representative prior to the start of regular work hours, if possible. Persons claiming sick leave may be required to substantiate such a claim by a statement of fact and doctor's certificate acceptable to Company before sick leave allowance is granted.

15.3 Sick leave shall be accumulative. Employees who retire from the Company under the normal retirement plan shall be paid for all unused sick leave time. The rate of pay for the unused time will be computed by the employee's current wage. If an employee is terminated or leaves the Company voluntarily, he or she shall not be reimbursed for any unused sick leave time. (Amended 1/1/22)

(a) Beginning on 1/1/90, sick leave can be accumulated from year to year up to 160

hours. All sick leave accumulated during the current calendar year will be paid to the employee at his/her present rate of pay, provided the employee has accumulated a bank of 160 hours. This payment will be made on 12/31 of each year. (Amended 1/1/22)

- 15.4 Employee's use of sick leave will be allowed for immediate family. (Amended 1/1/09)

ARTICLE XVI
LEAVE OF ABSENCE

- 16.1 "Leaves of Absence" and "Leaves" signify approved absence without pay.

A leave shall commence on and include the first workday on which an employee is absent and shall terminate with and include the workday next preceding the day on which the employee returns to work. The employee's status as a regular employee shall not be impaired by a leave of absence and the conditions of the leave shall be governed by the provisions herein applicable to the type of leave granted.

- 16.2 Leaves of absence without pay or fringe benefits up to twelve (12) months for urgent, substantial personal reasons acceptable to and approved by the Employer's Human Resources Department, may be granted to regular employees, provided the Employer can make adequate arrangements to take care of the employee's duties without undue interference with the normal routine or work under the conditions listed below. Leaves of duration not exceeding five (5) working days shall not cause interruption of seniority or accrual or payment of fringe benefits. (Amended 1/1/22)

1. (Deleted 1/1/87)

2. (Deleted 1/1/87)

3. Except as otherwise provided herein, an employee's seniority shall not accrue while he or she is on leave without pay.

4. If an employee fails to return immediately upon the expiration of the leave of absence without notifying the Employer's Human Resources Department, or if he accepts other employment while on leave, or if he makes application for unemployment benefits while on leave, he shall thereby forfeit the leave of absence and terminate his employment with Employer. (Amended 1/1/22)

- 16.3 A military leave of absence shall be granted to employees pursuant to applicable state or federal law. (Amended 1/1/22)

- 16.4 Leaves for recovery from childbirth shall be treated the same as any physical disability leave. (Amended 1/1/22)

a. (Deleted 1/1/87)

- 16.5 At the request of the Union, the employer shall grant an Employee a leave of absence, not to exceed one (1) year, in order to attend to Union business. During the employee's leave on Union business, the Employee's Article 4 Seniority (continuous service) shall accrue and shall not be broken. No more than three (3) employees may be on a leave of absence under this article at any time. Such employees are responsible for making any payments necessary to remain on Employer's health and retirement plans. Employer shall not be responsible for any loss of benefit of any kind due to operation of law or any policy, including those of third parties. (Added 1/1/22)

ARTICLE XVII
RESOLVING OF GRIEVANCES

- 17.1 Any matter may be resolved through this grievance procedure by mutual consent, but without mutual consent, grievances are limited to those which claim that a specific section or provision of this Agreement has been violated, misinterpreted, or misapplied.
- 17.2 The Initial Step in the adjustment of any grievance shall be a discussion between the aggrieved employee (the "Grievant") or his Union Steward or the Union's Business Representative and the Director of Human Resources or its successor position, regarding the facts giving rise to the grievance and the alleged violation of the Agreement. The Initial Step discussion of such grievance by the Grievant or the Union Steward or Business Representative must take place with the Director of Human Resources or its successor position within fourteen (14) working days after the facts giving rise to the grievance occur or are first known to the Grievant. Any Grievant adjusting his own grievance shall do so consistent with the terms of this Agreement. The Union Steward shall be given the opportunity to be present at any such adjustment. (Amended 1/1/22)
- 17.3 If the grievance is not resolved at the initial step, the Grievant or Union Steward or Business Representative shall, in Step 2, try to resolve the matter by conference with the Director of Administrative and Power Services or its successor position. Such conference must take place within ten (10) working days following the Initial Step discussion described in 17.2 above. If the grievance is not resolved in this Step 2 conference, the grievance shall be reduced to writing by the Grievant or the Union Steward or Business Representative and provided to the CEO within ten (10) working days from the date the Grievant or Union Steward or Business Representative conferred with the Director of Administrative and Power Services or its successor position. The Grievant, Union Steward or Union Business Representative and the CEO shall, as Step 3, try to resolve the matter by further discussion. If the grievance is not resolved at this step, the Union and the Employer may each choose a representative who has not participated in any previous step of the handling of the grievance and they shall try to arrive at an amicable solution to the matter. If not resolved in this manner, the grievance may be referred to arbitration by either party notifying the other in writing to that effect. (Amended 1/1/22)

ARTICLE XVIII
ARBITRATION

- 18.1 The parties desire to avoid arbitration and shall make every effort to resolve grievances during future negotiations or in other ways. If necessary, the parties shall choose an arbitrator or select one from a panel to be submitted by the Federal Mediation and Conciliation Service if they cannot mutually agree upon one. Any request for arbitration must be made within thirty (30) calendar days after the grievance was first filed unless such time is extended by mutual agreement. The arbitrator shall have no power to change this Agreement nor add to any terms or conditions negotiated by the parties. The function of the arbitrator is to find the facts and to apply the express terms of this Agreement to those facts. Each party shall pay half the fee and expense of the arbitrator. All other costs and expenses shall be borne by the party incurring them. The decision of the arbitrator shall be final and binding on all parties concerned. (Amended 1/1/22)

ARTICLE XIX
SAFETY

- 19.1 Safety is a matter of primary concern to the Employer, the employee and the Union. The Union shall cooperate in promoting the realization of the responsibility of the individual employee with regard to the prevention of accidents.
- 19.2 The Employer reserves the right to issue reasonable safety rules for employees and to require the observance of such rules. A copy of the rules will be posted and furnished to the Union. Failure to observe reasonable safety rules that may be posted by the Employer from time to time or failure to use and care for safety equipment by an employee is a safety hazard for all and may result in discipline or discharge, depending on the seriousness and/or repetition of the violation or failure.
- 19.3 The Employer will recognize a Joint Safety Committee (comprised of two management and two union employees appointed by respective parties) whose responsibility it will be to work with the Employer and to assist the Employer in promoting safe and healthful conditions for all employees. The Committee may make recommendations to the Employer, with a copy sent to the Union Representative, but it shall not function as a Grievance Committee.
- 19.4 The Employer will promptly notify the Union Safety Committee of any accident resulting in death to an employee.
- 19.5 At the request of either the Employer or the Union, any accident of a serious nature shall be investigated by the Joint Safety Committee.
- 19.6 Upon request of the Joint Safety Committee or the Manager of the Employer, such parties will meet at such times and places as may be mutually agreed upon. At such meetings, the Safety Committee may submit suggestions to Employer concerning the revision and enforcement of safety rules.

- 19.7 Employees who are licensed as Commercial Motor Vehicle operators and are required to undergo drug testing in accordance with 49 CFR part 382 will be tested in accordance with the Wells Rural Electric Company Motor Carrier Part 382 Alcohol and Controlled Substances Testing Program. (Added 1/1/22)

ARTICLE XX
SAVINGS CLAUSE

- 20.1 In the event any portion of this Agreement is invalidated by legislation or an award by a court of competent jurisdiction, such as invalidation shall apply only to those portions thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect.

ARTICLE XXI
CONTINUATION OF EMPLOYEE BENEFIT PROGRAMS

- 21.1 On February 1, 2012, the Company will establish a HDHP PPO medical plan. The employee contribution will be equal to 10% of the medical and prescription drug premium. This HDHP pays 90% in Network and 70% Out of Network for approved expenses. The plan has an in-network \$1,400 single deductible or a \$2,800 family deductible and out of network \$2,800 single deductible or a \$5,600 family deductible. Office visit and prescription drugs are part of the deductible. Employer will fund a Health Reimbursement Account (HRA) for each year of the contract up to 50% of the employee's in-network deductible, or qualifying employees may elect to use the 50% to fund the Health Savings Account (HSA). The current deductibles are subject to change based on plan availability. In the event the single person in-network deductible increases by 10% or less annually, Employer will reimburse Employee with 50% of the increase of the in-network deductible. The Employer will keep Union apprised of changes to the medical plan deductibles and provide Union with thirty (30) days written notice of any changes to said plan. In the event medical insurance costs (total of Medical and Rx) increase more than 10% in any given year, either party can open negotiations for medical insurance only. (Amended 1/1/22)
- 21.2 The Employer may make such changes, additions or deletions which are mutually beneficial, available, or for compliance reasons. However, before any such changes, additions or deletions are made, notification in writing shall be made to the Union describing such contemplated changes, additions or deletions, and if requested, the Union shall have the opportunity to bargain over alternatives. (Amended 1/1/22)
- 21.3 For all employees hired prior to January 1, 2006, the Employer will pay \$3500 of the monthly premium for any Employee and their dependents as long as the employee is alive, who retires from the company under the Company's normal retirement plan. (Note: Employer will pay up to \$2500 monthly for retirees receiving Medicare coverage. If any group receives a more favorable premium structure such will be offered to all retirees. Beginning January 1, 2006, this benefit will not be available to any bargaining unit employee or any other group of the company hired after this date. If this benefit should

remain in force or be reinstated for any group, the benefit will be extended to all groups.
(Amended 1/1/22)

- 21.4 The COOP shall pay to each employee as payroll an amount equal to the Long and Short Term Disability premium. Employees will then pay such premium, by payroll deduction, with after tax money. (1-1-13)
- 21.5 All other benefits will remain at 100% of the present benefit level. (Amended 1/1/2006)
- 21.6 For all employees hired prior to January 1, 2012, the Employer will pay the full cost of a NRECA 1.7 benefit factor retirement plan and provide base funding of 1% into the 401k plan. For employees hired on or after January 1, 2012 the Employer will pay the full cost of a 0.5 benefit factor retirement plan and provide base funding of 6% into the 401k plan. The employer will also match the first 4% of base employee contributions. Employee may make contributions based on gross pay. The maximum Employer 401k contribution will be 10% of base wages. (Amended 1/1/22)

ARTICLE XXII
INCLEMENT WEATHER PRACTICE

- 22.1 Regular and probationary employees who are unable to work in the field because of inclement weather shall receive pay for the full day, provided they have reported to duty. However, they may be held pending emergency calls and may be given first aid, safety or other instructions or required to perform work as assigned by supervisor which can be reasonably performed under existing weather conditions, in line with criteria set forth in 22.2 below.
- 22.2 The Line Superintendent or Foreman in charge of the crew shall be responsible for determining whether weather conditions warrant cessation of outside work. In arriving at a decision with respect to weather conditions, the Superintendent and Foreman shall take into account such factors as, but not limited to:

Employee's safety, operating requirements, undue hazards, service to the public job site working conditions, anticipated duration of time required to leave unfinished job in a safe condition, anticipated duration of inclement weather, distance from job site to operating headquarters, or any other pertinent factors which, in their opinion, should be taken into account in reaching a decision relative to stopping or continuing work. (Renumerated 1/1/22)

ARTICLE XXIII
MISCELLANEOUS

- 23.1 It is understood and agreed that the Employer retains the unilateral right to determine its methods of operations, or any part thereof. However, the Employer will not contract out work being performed by employees within the bargaining unit which results in the laying off of the then working employees. This shall not be interpreted to prohibit the contracting

of new, different, or additional work to which unit employees have not been assigned or work for which, in the opinion of the Employer, it does not have adequate equipment, facilities or skilled personnel to properly perform.

- 23.2 The Employer will provide bulletin board space for use by the Union for the posting of official Union notices of meetings and similar matters relating to official Union business.
- 23.3 The Employer shall continue the present practice of furnishing and replacing tools and safety equipment, as follows:
- (a) Foul weather gear consisting of rain gear, head gear, gloves and rubber boots; lineman's safety strap; replaceable gaffs; "L" pads; climbing straps; 9" side cutting pliers; channel lock pliers; 20 oz. or 22 oz. hammer; 10" or 12" crescent wrench; 6" or 8" screwdriver; folding skinning knife; folding wood rulers; and body belts. (Amended 1/1/22)
 - (b) The Employer will replace all mechanic tools that are broken during the performance of his job. The addition of new tools will be considered but will only be purchased on approval by the Employer. (Amended 1/1/2003)
- 23.4 Upon first reporting to a representative of management, an authorized, official representative of the Union shall be permitted to visit operations of the Employer at appropriate times during working hours. This privilege shall not be abused and there shall be no obstruction or interruption of the work. (Amended 1/1/82)
- 23.5 For employees who cannot perform the work in their regular classification due to a permanent industrial injury disability shall be placed in another classification if the judgment of Company he is performing a meaningful and necessary service. The rate of pay shall be commensurate with the new classification.
- 23.6 Employees in the following classification shall possess a valid a CDL (Commercial Driver's License). Failure of an employee to have or maintain a valid CDL may result in demotion or termination: (Amended 1/1/92)

Line Working Foreman, Lineman, Apprentice Lineman, Mechanic, and Warehouseman.
(Amended 1/1/92)

(a) The Company may allow other classifications to obtain a CDL, but they will only be required of the above classifications. (Amended 1/1/92)

(b) The Company will pay all costs associated with obtaining and maintaining a CDL. (Amended 1/1/92)

(c) If an employee cannot obtain or maintain a valid CDL due to medical reasons specifically identified in applicable Federal or State laws, the company will make every effort to relocate the effected employee in a position comparable with their abilities. (Amended 1/1/92)

(d) On the first payday in January, the Company will pay each employee a \$100.00 premium for having a valid CDL. (Amended 1/1/92)

ARTICLE XXIV
SCOPE OF AGREEMENT

24.1 The parties of this Agreement agree that they have had full opportunity to discuss any and all proper subjects for collective bargaining during negotiations. They do, therefore, mutually waive the right to negotiate on any further subject during the term of this Agreement without the specific written consent of both parties.

ARTICLE XXV
TERM OF AGREEMENT

25.1 This Agreement shall be effective on January 1, 2022 and shall continue in effect to and including December 31, 2025. Further bargaining on a succeeding contract or additional matters may be requested not more than ninety (90) days nor less than sixty (60) days prior to the expiration date. (Amended 1/1/22)

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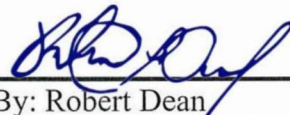
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FOR WELLS RURAL ELECTRIC
COOPERATIVE

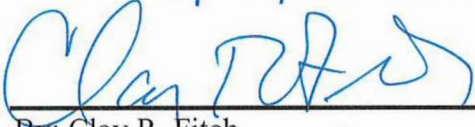
FOR LOCAL UNION 1245
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS AFL-CIO



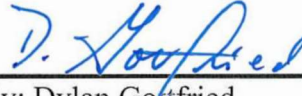
By: F. Scott Egbert
Its: President
Date: 03/15/2022



By: Robert Dean
Its: IBEW 1245 Business Manager
Date: 03/15/2022



By: Clay R. Fitch
Its: CEO
Date: 03/15/2022



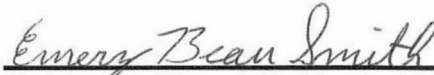
By: Dylan Gottfried
Its: IBEW 1245 Sr. Asst. Business Mgr.
Date: 03/15/2022



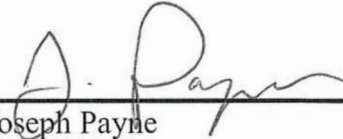
By: Michael Venturino
Its: IBEW 1245 Business Representative
Date: 03/15/2022



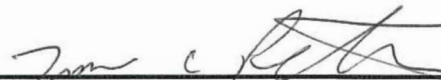
By: Christopher Duffy
Its: Bargaining Committee Member
Date: 3-15-2022



By: Emery "Beau" Smith
Its: Bargaining Committee Member
Date: 3-15-2022



By: Joseph Payne
Its: Bargaining Committee Member
Date: 3-15-22



By: Zane Peters
Its: Bargaining Committee Member
Date: 3/15/22

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

4/8/2022

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement

OUTSIDE FACILITIES UNIT				
EXHIBIT A				
MINIMUM HOURLY RATE				
	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Percent of Journeyman Lineman	120%	120%	120%	120%
General Foreman	(\$ 64.31)	(\$ 67.21)	(\$ 70.23)	(\$ 73.39)
Percent of Journeyman Lineman	110%	110%	110%	110%
Line Working/Substation/Meter Foreman	(\$ 58.95)	(\$ 61.61)	(\$ 64.38)	(\$ 67.28)
Percent Increase	105.50%	104.50%	104.50%	104.50%
Journeyman Lineman/Meter Tech/Substation Tech	(\$ 53.59)	(\$ 56.01)	(\$ 58.53)	(\$ 61.16)
Apprentice Lineman/ Apprentice Meter Tech	105.50%	104.50%	104.50%	104.50%
Start (Step 1)	(\$ 32.16)	(\$ 33.60)	(\$ 35.12)	(\$ 36.70)
6 Months (Step 2)	(\$ 34.84)	(\$ 36.40)	(\$ 38.04)	(\$ 39.75)
12 Months (Step 3)	(\$ 37.52)	(\$ 39.20)	(\$ 40.97)	(\$ 42.81)
18 Months (Step 4)	(\$ 40.20)	(\$ 42.00)	(\$ 43.89)	(\$ 45.87)
24 Months (Step 5)	(\$ 42.88)	(\$ 44.80)	(\$ 46.82)	(\$ 48.93)
30 Months (Step 6)	(\$ 45.55)	(\$ 47.60)	(\$ 49.75)	(\$ 51.99)
36 Months (Step 7)	(\$ 48.23)	(\$ 50.41)	(\$ 52.67)	(\$ 55.04)
42 Months (Step 8)	(\$ 53.59)	(\$ 56.01)	(\$ 58.53)	(\$ 61.16)
48 Months				
Percent Increase	105.50%	104.50%	104.50%	104.50%
Mechanic	(\$ 45.32)	(\$ 47.36)	(\$ 49.49)	(\$ 51.72)
Warehouseman/Groundman-Equipment Operator	105.50%	104.50%	104.50%	104.50%
Start	(\$ 30.71)	(\$ 32.09)	(\$ 33.54)	(\$ 35.05)
6 Months	(\$ 33.25)	(\$ 34.75)	(\$ 36.31)	(\$ 37.95)
12 Months	(\$ 35.11)	(\$ 36.69)	(\$ 38.34)	(\$ 40.07)
18 Months	(\$ 36.50)	(\$ 38.15)	(\$ 39.86)	(\$ 41.66)
24 Months	(\$ 40.80)	(\$ 42.63)	(\$ 44.55)	(\$ 46.56)
Staking Technician	105.50%	104.50%	104.50%	104.50%
Start	(\$ 30.43)	(\$ 31.80)	(\$ 33.23)	(\$ 34.72)
6 Months	(\$ 32.72)	(\$ 34.19)	(\$ 35.73)	(\$ 37.33)
12 Months	(\$ 35.00)	(\$ 36.58)	(\$ 38.23)	(\$ 39.95)
18 Months	(\$ 37.30)	(\$ 38.98)	(\$ 40.74)	(\$ 42.57)
24 Months	(\$ 39.57)	(\$ 41.35)	(\$ 43.21)	(\$ 45.16)
30 Months	(\$ 41.80)	(\$ 43.68)	(\$ 45.65)	(\$ 47.70)

Draftsman	105.50%	104.50%	104.50%	104.50%
Start	(\$ 26.30)	(\$ 27.48)	(\$ 28.72)	(\$ 30.01)
6 Months	(\$ 28.31)	(\$ 29.58)	(\$ 30.91)	(\$ 32.30)
12 Months	(\$ 30.29)	(\$ 31.65)	(\$ 33.08)	(\$ 34.56)
18 Months	(\$ 32.25)	(\$ 33.70)	(\$ 35.22)	(\$ 36.80)
24 Months	(\$ 34.21)	(\$ 35.75)	(\$ 37.36)	(\$ 39.04)
30 Months	(\$ 36.30)	(\$ 37.94)	(\$ 39.64)	(\$ 41.43)
Percent of Journeyman Lineman	105%	105%	105%	105%
Working Electricians Foreman	(\$ 56.27)	(\$ 58.81)	(\$ 61.45)	(\$ 64.22)
Percent Increase	105.50%	104.50%	104.50%	104.50%
Journeyman Electricians	(\$ 52.30)	(\$ 54.65)	(\$ 57.11)	(\$ 59.68)
Percent Increase Lead Electricians	105.50% (\$ 53.40)	104.50% (\$ 55.81)	104.50% (\$ 58.32)	104.50% (\$ 60.94)
Electricians	105.50%	104.50%	104.50%	104.50%
Start (Step 1)	(\$ 27.10)	(\$ 28.32)	(\$ 29.60)	(\$ 30.93)
6 Months (Step 2)	(\$ 28.47)	(\$ 29.76)	(\$ 31.09)	(\$ 32.49)
12 Months (Step 3)	(\$ 30.01)	(\$ 31.37)	(\$ 32.78)	(\$ 34.25)
18 Months (Step 4)	(\$ 30.71)	(\$ 32.09)	(\$ 33.54)	(\$ 35.05)
24 Months (Step 5)	(\$ 32.49)	(\$ 33.96)	(\$ 35.48)	(\$ 37.08)
30 Months (Step 6)	(\$ 34.78)	(\$ 36.35)	(\$ 37.98)	(\$ 39.69)
36 Months (Step 7)	(\$ 39.32)	(\$ 41.09)	(\$ 42.94)	(\$ 44.87)