

AGREEMENT

between

CENTRAL ELECTRIC COOPERATIVE, INC.

and

INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS

LOCAL UNION 459

Effective: February 1, 2020

Expiring: January 31, 2024

CLERICAL AGREEMENT

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AGREEMENT

This AGREEMENT, dated February 1, 2020, between CENTRAL ELECTRIC COOPERATIVE, INC. (hereinafter referred to as the "The Cooperative"), its successors or assigns, and Local 459 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter referred to as the "Union").

ARTICLE 1 **PURPOSE AND INTENT OF THE PARTIES**

The purpose of the Cooperative and the Union in entering into this Labor Agreement is to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations with the employees, to achieve uninterrupted operations in the office, and to achieve the highest level of employee performance consistent with safety and sustained effort.

ARTICLE 2 **SCOPE OF THE AGREEMENT –** **DEFINITION OF EMPLOYEE**

The term "employee" as used in this agreement shall mean all regular full time clerical employees of the Cooperative employed by Central Electric Cooperative, P.O. Box 329, Parker, Pennsylvania 16049.

Because of the nature of the Cooperative's operations, there shall be no restriction or limitation upon technicians and other management personnel performing unit work, so long as such activity does not directly result in the layoff of any bargaining unit employee who is qualified to do the work in question. Use of female gender wording includes the male gender unless otherwise stated.

ARTICLE 3 **MANAGEMENT**

The Union hereby recognizes that the management of the office and the direction of the working forces, including, but not limited to, the right to direct, plan, and control clerical operations, to contract out, to determine the locations and methods of work, to establish and change reasonable working schedules, to hire, transfer, suspend, discharge or otherwise discipline employees to promulgate, administer, and enforce office rules, to relieve employees because of lack of work or for other legitimate reasons, to introduce new or improved methods or facilities, and to manage its properties, is vested exclusively in the Cooperative.

ARTICLE 4 **RESPONSIBILITIES OF THE PARTIES**

Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. There shall be no intimidation or coercion of employees into joining or not joining the Union.
2. There shall be no Union activity on Cooperative time.
3. There shall be no primary, sympathy, informational or organizational strikes, work stoppages, picketing or any other interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activities. No employee shall participate in any such activities.
4. It is the continuing policy of the Cooperative and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, age, religious creed, sex, national origin, or non-work related handicap/disability as defined by applicable law.
5. There shall be no lockouts.

ARTICLE 5 **EMPLOYMENT – UNION MEMBERSHIP**

Section 1. All new employees shall be considered probationary employees for a period of up to one hundred eighty (180) days if employed on a regular job. Temporary workers shall be limited to a maximum period of three (3) months unless otherwise agreed to by the parties. Temporary workers are not employees of the Cooperative and are not covered by this Agreement.

Section 2.

(a) Each new employee hired on or after the execution date of this Agreement must become and remain a union member of Local 459 on or after their 30th day of employment with the Cooperative in the bargaining unit.

(b) The Union may request that the Cooperative discharge any employee who fails to comply with this requirement, provided that the Union supplies proof of written notification to the affected employee at least ten (10) days prior to the Union discharge request to Management.

The present provision of the Labor Management Relations Act of 1947 denying the right to the Union to deprive of membership for any reason other than non-payment of reasonable dues and initiation fees shall be deemed incorporated in this Agreement for its duration.

The Cooperative hereby agrees to deduct and transmit to the Union dues of members in accordance with dues authorizations as required by the provisions of the Labor Management Relations Act of 1947.

Section 3.

(a) The Cooperative shall receive from each employee a written authorized statement to make such deductions. The Cooperative agrees to make these deductions monthly from first pay of each month, to be applied to the following month's account, and forward a check for the total amount, together with a list of names of the individuals from whom the deductions were made, to the Financial Secretary designated by the Union on or before the last day of the same month.

(b) This list shall be approved by the Secretary, and the Union agrees to indemnify and hold the Cooperative harmless in such deductions, except for the ordinary diligence and care in the handling and transmittal of the money due the Union.

Section 4. A copy of this Agreement shall be given to each employee covered hereby.

ARTICLE 6 **GRIEVANCES, CONFERENCES & ARBITRATIONS**

Section 1. A grievance is hereby defined as a violation of the terms of this Agreement.

Section 2. If any disagreement or dispute arises between the parties hereto as to the meaning or interpretation of the terms of this Agreement, the matter shall be handled in the simplest and most direct manner and unless the procedure, or any part thereof, is waived by mutual consent, the matter shall be taken up as follows:

(a) Grievances shall be taken up within five (5) days after the grievance arises and shall be first considered between the employee concerned and/or a member of the Grievance Committee and the employee's immediate supervisor.

(b) If no mutually satisfactory solution is found in step (a), then within three (3) days upon filing of the complaint in writing, signed by the aggrieved party, the grievance shall be taken up between members of the Grievance Committee of the Union and the Director of Human Resources, and if the issue cannot be resolved, it may be taken to the General Manager. A decision shall be rendered within five (5) working days after final presentations to the Director of Human Resources and reduced to writing and signed by the parties.

(c) If the decision in step (b) shall be unsatisfactory, the matter shall be arbitrated by a Board of Arbitrators, to be composed of one representative of the Union, one representative of the Cooperative, and a third impartial member to be chosen by the other two. In the event that no agreement is reached with respect to a third or impartial member within ten (10) days, such member (who shall not be an employee of the Cooperative or a member of any Union) shall be selected through the Director of Conciliation, U.S. Department of Labor. The decision of a majority of the Board shall be binding upon the parties hereto. Each party shall pay the expense of its own representative of the Board; and the expense of the third and impartial member shall be borne share and share alike by both of the parties hereto.

Section 3. Employees acting as representatives of the Union, not to exceed two (2) members, may attend discussions with the Cooperative during their working hours (regular hours) without loss of pay, but no employee, not scheduled to work during the hours of discussion, shall be paid by the Cooperative for the time devoted to such discussions and no employee shall be paid by the Cooperative for the time lost while acting on behalf of the Union during arbitration proceedings.

Section 4. In the event the Cooperative believes itself aggrieved because of failure of members of the Union to comply with the terms of this Agreement, it shall reduce its complaint to writing and present the same to the Local Union Executive Board for immediate consideration by said officers. Action shall be taken within five (5) days after the date of filing the complaint or grievance.

In case a settlement cannot be arrived at between the Cooperative and the Union's Executive Board, the matter shall be referred by the Cooperative to the International Officers within a further period of fifteen (15) days or within such additional time as may be mutually agreed upon by the Cooperative and the International Officers; the matter may then be referred to the Board of Arbitration as provided in Section 2(c) of this Article and the procedure therein shall be followed by both the Cooperative and the Union in arbitrating such complaint or difference.

ARTICLE 7 **WAGES**

Section 1. Minimum Rates. The schedule of hourly wage rates which apply to each bargaining unit employee for the time period covering this Agreement will be set forth in the Appendices attached hereto and incorporated herein as if a part of this Agreement.

Section 2. Automatic Progression. Newly hired employees will start at not less than the start rate. After no more than 24 months actually worked, employees will automatically progress to the proficiency rate of their respective grade. Progression to any point between proficiency up to and including the merit rate in each grade shall be determined by the Cooperative based on an individual's performance on at least an annual basis. After no more than 24 months actually worked at the proficiency rate, employees will automatically progress to the merit rate of their respective grade. This performance incentive may be adjusted to any point between proficiency and merit at any time based upon an employee's performance.

Section 3. Promotions. An employee promoted to a higher labor grade shall start in the new grade at a rate to be determined by the Cooperative, but not less than the rate she received prior to her promotion. If this results in placement below proficiency, she shall progress to proficiency after no more than 24 months actually worked in this higher labor grade. The Cooperative may, however, advance such an employee to, or beyond, proficiency based upon the individual's performance at any time. After no more than 24 months actually worked at the proficiency rate, employees will automatically progress to the merit rate of their respective grade. In the event an employee affected by this section is returned by the Cooperative to a lower labor grade, she shall be returned to the lower grade at a rate not less than the rate she received prior to her promotion.

ARTICLE 8 **HOURS OF WORK AND OVERTIME**

Forty (40) hours shall constitute a normal week's work made up of five (5) consecutive eight (8) hour days Monday through Saturday in a seven (7) day period. The hours of work shall be consecutive except for a one-half (1/2) hour unpaid lunch period. The workweek for payroll purposes shall begin at 12:01 a.m. on Sunday and end at Midnight the following Saturday. At present the normal hours of work are 8:00 a.m. to 4:30 p.m., including a one-half hour unpaid lunchtime. Shift starting and stopping times may be adjusted by the Cooperative after consultation with the Union.

Any employee who reports for work at her scheduled starting time will be guaranteed two (2) hours of work or pay, provided that she is willing to perform any clerical work assigned and further provided that the Cooperative has not attempted to notify her not to so report by placing a telephone call to her last supplied phone contact number, and further provided that the cause of the cancellation is not due to causes or events over which the Cooperative has no effective control.

When other qualified employees are available, employees shall not work more than eight (8) consecutive hours immediately preceding or following a regularly scheduled shift or more than sixteen (16) consecutive hours on a weekend or holiday.

This Section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

ARTICLE 9 **CONDITIONS UNDER WHICH OVERTIME RATES SHALL BE PAID**

Overtime at the rate of one and one-half (1-1/2) times the regular hourly rate of pay shall be paid for all hours worked in excess of forty (40) hours in an established workweek.

All hours worked by an employee on Sundays or on any of the holidays specified in Article 11 hereof shall be paid at the rate of two (2) times the regular hourly rate of pay, in addition to unworked holiday pay.

Overtime may not be pyramided and no employee shall be paid both daily and weekly overtime for the same hours so worked, but where more than one provision applies, only the larger amount of hours shall be paid.

All employees shall work a reasonable amount of overtime as required by the Cooperative and shall be paid the overtime rates provided herein.

Any employee who is called to work from her home, in an emergency, will be guaranteed a minimum of four (4) hours of work or pay provided that she is willing to perform any clerical work assigned and further provided that this provision does not apply to a request to begin scheduled work time early, or to end scheduled work time later than usual.

If an employee is on personal leave, they should not be called out to work any overtime until they have completed a regular eight (8) hour work day. In the case of emergency, an employee on personal leave may be called after every other bargaining unit employee has been called.

The Cooperative will make every effort to equalize overtime opportunities to the extent possible.

ARTICLE 10 **ALLOWANCE FOR JURY PAY**

In the event a regular employee as defined herein is called for jury duty in the Courts of the Commonwealth of Pennsylvania or of the United States of America, the Cooperative will pay to such regular employee during the period of such actual jury duty the difference between the then jury pay and such employee's regular pay with the

Cooperative, computed at straight time. The Cooperative may request that any employee be excused from jury duty.

ARTICLE 11
HOLIDAYS

The following days shall be paid holidays under this Agreement:
New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, one-half (1/2) day on Christmas Eve, Christmas Day, one-half (1/2) day on New Year's Eve and personal holiday of up to 32 hours.

If a holiday falls on a Sunday, the following Monday or the day publicly observed shall be observed as the holiday. When a holiday falls on a Saturday, the holiday will be observed at a time which is mutually agreeable to the employees and the Cooperative.

If Christmas Day and New Year's Day are observed on Monday, the 1/2 holiday on December 24th and December 31st will each be observed on the preceding Friday.

As used in this Section, an eligible employee is one who (a) performs work or is on vacation in the week in which the Holiday occurs; and (b) works as scheduled or assigned both on her last scheduled workday prior to and on her first scheduled workday following the Holiday unless she has filed to so work because of personal sickness or because of death in the immediate family, and upon return to work gives the Cooperative, if requested, a certificate that she was unable to work on account of said sickness on such day or days from a duly licensed doctor of medicine. Actual use of the personal holiday is subject to notification of the Cooperative and service needs of the Cooperative and cannot be carried over to the following calendar year.

When a Holiday occurs during an eligible employee's scheduled paid time off, she shall be paid for the unworked Holiday in addition to her paid time off pay, provided, she shall have the option of taking an additional day of paid time off if she has so notified the Cooperative before commencing her paid time off.

ARTICLE 12
PERSONAL LEAVE

Personal Leave is earned by all regular, full-time employees according to the following schedule:

<u>Years of Service</u>	<u>Personal Leave</u>
1-5	18 days
6	19 days
7	20 days
8	21 days
9	22 days
10	23 days
11	23 days
12	23 days

13	23 days
14	23 days
15	23 days
16	24 days
17	25 days
18	26 days
19	27 days
20	28 days
21	28 days
22	28 days
23	28 days
24	28 days
25-29	33 days
30 and over	38 days

A. New employees are not eligible for personal leave. However, if they are hired during the first six months of the year, at the completion of six months of employment, employees will be credited with personal leave of eight (8) days.

B. Personal leave may be used at the employee's discretion to cover absences for such reasons as:

1. Vacations;
2. Illness;
3. Medical or dental appointments; and
4. Time off to attend to personal business.

C. Personal leave may not be used in less than one-half (1/2) hour increments.

D. Requests for use of scheduled personal leave should be made to the employee's immediate supervisor as far in advance as possible. Requests for scheduled personal leave will be considered on a first come, first served basis, taking into account the needs of the employee's department. Should two or more conflicting requests be received by a supervisor at the same time, seniority will determine the order in which the requests will be considered.

E. Requests for use of unscheduled personal leave, such as for sudden illness or emergencies, must be directed to the employee's immediate supervisor by the employee him/herself, no later than thirty (30) minutes after normal reporting time. Should an employee's immediate supervisor be unavailable, he/she must report to the next higher available supervisor in the organizational hierarchy. If a return to work date is not determined, the employee must continue to personally notify his/her immediate supervisor, within 30 minutes after normal reporting time, on each subsequent day of absence. Medical documentation may be required for unscheduled use of personal leave for three (3) or more consecutive days of illness.

F. Up to eighty (80) hours of personal leave may be carried over into the following calendar year. Employees who have more than eighty (80) hours of carry-over will lose any amount over eighty (80) hours. It is the responsibility of each employee to take enough personal leave (80 hours) during the calendar year to avoid forfeiting any excess hours.

G. Employees shall receive holiday pay for holidays occurring during a period when the employee is on personal leave. Payment for such holidays shall not be charged to the employee's personal leave account. Personal leave will continue to accrue during periods of personal leave or catastrophic illness leave.

H. Upon retirement or termination of employment for non-disciplinary reasons with ten (10) working days notice, employees will be paid for all unused accrued personal leave in their personal leave accounts.

ARTICLE 13 **CATASTROPHIC ILLNESS LEAVE**

Catastrophic Illness Leave will be granted to all regular, full-time employees at the rate of one (1) week (five days) per year.

A. New employees do not accrue catastrophic illness leave during their first six (6) months of employment; however, at the completion of six (6) months of continuous employment, they will be credited with catastrophic illness leave retroactive to their most recent initial date of employment.

B. Catastrophic illness leave may be used under the following circumstances:

1. For prolonged employee illness lasting more than five (5) consecutive working days, catastrophic illness leave may be used beginning on the sixth (6th) day of absence; or

2. For absences related to an illness or injury which has been determined to be compensable under Workers' Compensation or long-term disability as defined by NRECA.

3. For FMLA-qualifying absences related to the serious health condition of the employee's spouse, child, or parent (as those terms are defined in FMLA regulations), provided that the employee must exhaust all of his/her other available paid leave prior to using catastrophic illness leave.

C. Catastrophic illness leave may be used in less than one day (eight hour) increments as necessary when supplementing long-term disability; workers compensation payments; or for follow-up appointments related to illness/injury.

D. Catastrophic leave hours are carried over from year to year and may be accumulated to a maximum of 130 days.

E. Employees will be paid catastrophic illness leave at 100% of their regular straight-time rate up to the number of catastrophic illness leave hours which they have accumulated, beginning on the sixth (6th) day of absence for a prolonged illness lasting more than five (5) consecutive working days.

F. In order to utilize catastrophic leave for illness lasting more than five (5) consecutive working days, medical documentation may be required as defined in CEC's FMLA policy.

G. An employee is expected to return to work upon receipt of a medical release from a physician stating that the employee may perform normal job duties. If the employee chooses not to return upon medical release, the supervisor may request that the position be filled.

H. Employees shall receive straight-time holiday pay for holidays occurring during a period when the employee is on catastrophic illness leave. Payment for such

holidays shall not be charged to the employee's catastrophic illness leave account. Catastrophic illness leave will continue to accrue during periods of personal leave or catastrophic illness leave.

I. Unused catastrophic illness leave is forfeited and is not paid upon retirement or other separation from employment.

J. Extended Disability Income Protection - The Cooperative shall provide the NRECA Long-Term Disability Income Protection Plan for all full-time employees. Presently, under this plan, after a waiting period of 13 weeks, the employee disabled by a covered sickness or accident will receive 50% of her regular earnings, to a maximum monthly benefit of \$15,000, until she returns to work or to age 62, whichever comes first. Benefits are based on regular earnings at the time of disability. Changes made in the plan shall automatically apply. The Union shall be notified, in writing, immediately of any changes.

ARTICLE 14 **MEDICAL INSURANCE, VISION CARE, DENTAL COVERAGE** **AND LIFE INSURANCE**

Employees will be offered medical insurance as set forth in the attached Appendix E – Summary of Benefits and Coverage. The provisions of Article VI, Section 6, Paragraph (a) of the P&M unit Agreement are incorporated herein by reference.

An employee with 15 years or more of service to the Cooperative who retires prior to age 62 may, at her expense, continue to be covered under the Cooperative's group medical plan.

Vision care will be provided by the Cooperative. The Cooperative will pay one hundred percent (100%) of the cost of eye examinations and corrective lenses. The maximum vision payment per family per year will be \$350.00.

The Cooperative will provide the NRECA R&C-80 dental plan for employees and dependents with orthodontic coverage for dependent children. The Cooperative will pay up to \$20.19 per month for employee coverage, and up to \$63.93 per month for employee and dependent coverage. Any cost above these amounts will be split 50/50 between the Cooperative and its employees.

The Cooperative will provide a life insurance benefit for current eligible employees equal to two times annual salary, at no cost to the employee.

ARTICLE 15 **PENSION PLAN**

The NRECA Defined Benefit Pension Plan will be made available to all employees of the Cooperative. An employee is eligible for participation in this program after one year of continuous employment. Any NRECA changes made in the program shall automatically apply, and the Union shall be notified, in writing, immediately of such changes. The retirement program will be structured as follows:

(1) Uniform Benefit percentage formula of 1.4%, effective February 1, 2010. Effective as soon as reasonably practical following the execution of this Agreement, the

Uniform Benefit percentage formula shall increase to 1.5% (future service only) if doing so will not increase the cost to the Cooperative to a level in excess of 23% of base payroll, as currently defined or as subsequently amended by NRECA ("Payroll"), inclusive of the annual cost and any deficit reduction cost and any other cost charged to the Cooperative ("Cost").

Thereafter, the Uniform Benefit percentage formula shall increase effective February 1st of subsequent years of the term of this Agreement, as set forth in the schedule below, if doing so would not increase the Cost to the Cooperative to a level in excess of 23% during the term of this Agreement. However, if the Cost to the Cooperative of providing a then in place Uniform Benefit percentage formula above 1.4% exceeds 23%, the Uniform Benefit percentage formula shall be reduced to the highest level possible (1.4%, 1.5%, 1.6% or 1.7%) without exceeding a Cost in excess of 23%. If the Uniform Benefit percentage formula is reduced because of a Cost in excess of 23%, but costs decrease, the Uniform Benefit percentage formula will be increased to the extent possible without incurring a Cost in excess of 23%, consistent with the schedule below. Even if the Cost of a 1.4% Uniform Benefit percentage formula exceeds 23%, it will not be reduced below 1.4%.

2020	2021	2022	2023
1.8%	1.8%	1.8%	1.8%

(2) Normal retirement age of 62 has been reached.

The Cooperative will also make the Select RE Pension Plan or 401(K) Savings Plan available to all employees. An employee is eligible for participation in this program after one year of continuous employment. Employees may contribute up to the amount permitted in the official Plan documents based upon their Full Salary, as that term is defined in the Plan. If employees contribute at least 1% of their base annual wage to the Plan, the Cooperative will contribute 2% of the employee's base annual wage to the Plan. Any changes made in the program shall automatically apply, and the Union shall be notified, in writing, immediately of such changes. Certain limits apply to maximum contributions.

ARTICLE 16
SENIORITY

- (a) In the matter of filling vacancies or of reduction in forces due to the lack of work, seniority and qualifications will be considered.
- (b) Seniority is defined as length of continuous service with the Cooperative, beginning with the date of last continuous employment by the Cooperative in this bargaining unit and shall not be interrupted because of absence due to illness, or accident, in the line of duty. In general, the employee with greatest length of continuous service shall have the greatest seniority and the employee last hired shall have the least seniority.
- (c) Efficiency is defined as (a) performing the work in the manner in which the Cooperative lawfully prescribes it to be done, as safely, economically, and quickly as it can be done under the circumstances; (b) cooperating with the supervisor in doing the work; (c) observing all lawful rules and

- regulations of the Cooperative; (d) protecting the lawful interests of the Cooperative; (e) employee training and skills; (f) employee attitude; and (g) promptness and regularity in reporting for work.
- (d) The Cooperative will make available to the Union a current listing of employees by seniority.
 - (e) When a permanent vacancy occurs, a notice will be placed on available bulletin boards for three (3) days to ensure bargaining unit employees' knowledge of the vacancy. Any regular employee wishing to bid on such position shall make application on the form provided. Positions will normally be filled within ten (10) days after such posting and shall be filled in accordance with the above paragraphs.
 - (f) Seniority will be broken by:
 - 1. Absence due to voluntary quit.
 - 2. Termination.
 - 3. Layoff for a period longer than one (1) year.
 - 4. Failure of an employee on layoff to report within five (5) calendar days of written notice by certified mail, return receipt requested, to the employee's last known address as provided by the employee to the Cooperative.
 - 5. Failure to report off from work in accordance with the Cooperative policies and procedures.
 - 6. A non-work related illness or disability in excess of the following periods:
 - Less than one year - 6 months
 - One year but less than 5 years - 1 year
 - 5 years but less than 15 years - 2 years
 - 15 years or more - 3 years
 - (g) No new employee shall be hired for jobs that employees who have been laid off are capable of performing.
 - (h) Probationary Employees - New employees shall be considered as probationary employees until they have worked up to one hundred eighty (180) days and shall not accumulate seniority until the end of their probationary period. At the end of this Probationary period, their seniority shall date back to the original date of their full-time employment. Probationary employees have no right to arbitrate any disciplinary decision.
 - (i) Daily overtime will be offered first to the employee working on the job during the regular work day.
 - (j) Emergency Overtime - When it is necessary in an emergency to call-out qualified clerical employees to work outside of regularly scheduled hours, the employees who normally work in the affected area of Cooperative's operation will be the first called. When additional help is required, qualified employees from other departments will be called in order of seniority.

ARTICLE 17
MILITARY SERVICE

The Cooperative shall accord to each employee who applies for reemployment after conclusion of her military service with the United States such reemployment rights as she shall be entitled to under existing statutes.

Each employee entitled thereto shall receive her personal leave in the calendar year in which she is required to enter the military service of the United States, and shall receive personal leave in the calendar year in which she returns to her reemployment with the Cooperative.

ARTICLE 18
SAFETY AND HEALTH

The Cooperative shall continue to make reasonable provisions, including adequate medical and first aid services for the safety and health of its employees at the office during the hours of their employment, and CPR training at the office.

On the day of a work-connected injury, the employee will be protected against any loss of pay for her regular shift where her absence from work has been promptly reported to management and when necessary, approved by the designated Cooperative physician.

ARTICLE 19
FUNERAL LEAVE

In the event of a death occurring in the immediate family of an employee, such employee shall be permitted a maximum leave of three (3) days at her regular rate of pay for those days she would have normally worked. In any event, the day after the funeral of the deceased shall be the final day of such leave. The immediate family is defined as father, mother, husband, wife, brother, sister, son, daughter, step-children living in employee's household at time of death, father-in-law and mother-in-law.

In the event of death of an employee's grandparent, grandchild, sister-in-law, brother-in-law, son-in-law and daughter-in-law, the employee shall be permitted a leave of one (1) day at regular rate of pay, on which she would otherwise have worked to attend the funeral of any such relative.

ARTICLE 20
DURATION AND TERMINATION

This Agreement shall be in full force and effect from the date of execution until January 31, 2024, and shall automatically be renewed for terms of one (1) year each thereafter, until notice of a desire to amend or terminate the Agreement is given by either party to the other at least sixty (60) days prior to January 31st of any year thereafter.

Any notice to be given under this Agreement shall be given by certified mail; return receipt requested; to be completed by and at the time of mailing; and if by

Cooperative, addressed to 408 Broad Street, Johnstown, PA 15906; if by the Union to Central Electric Cooperative at Box 329, Parker, PA 16049. Either party may, by written notice, change the address to which registered mail notice to it shall be given.

ARTICLE 21
MISCELLANEOUS

- A. Upgrade - If the Cooperative determines that, due to the absence of a clerical employee, it is necessary to temporarily assign another clerical employee to perform the duties of an absent employee, for four consecutive hours or more in any one work day, the employee so assigned shall receive the lowest rate of pay within the rate range of the higher classification which will result in a wage increase. In no event will an employee's rate be reduced unless the employee requests assignment to the lower classification to which assigned. When it is necessary to secure the services of an individual from outside the Cooperative to fill in for an absent employee, clerical employees in lower pay classifications will be considered first for temporary assignment to the higher classification. If the Cooperative determines that, due to the absence of a salaried employee, it is necessary to temporarily assign a clerical employee to perform the duties of the absent employee, for four hours or more in any one work day, the clerical employee so assigned shall receive an increase of 7% of their current hourly pay for all time actually worked in the salaried position.
- B. Changes - The Cooperative agrees to continue to cooperate with the bargaining unit in investigating, developing and implementing any changes and/or ideas, if any, that will lead to better, more efficient service.
- C. Job Descriptions - The Cooperative agrees that it will discuss any change in job descriptions with the affected employee or employees and the Union prior to making any such changes.

IN WITNESS WHEREOF this Agreement has been signed on behalf of the Cooperative by its duly authorized officials and on behalf of the Union by its duly authorized official, all as of the date first above written.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 459

CENTRAL ELECTRIC COOPERATIVE,
INC.

Paul L. Cameron,
Business Manager/Financial Secretary

Jody Weaver, President

Theresa L. Defibaugh, Steward

Althea Smith, Secretary/Treasurer

Matthew Boshaw,
CEO & General Manager

APPENDIX "A"

WAGES 2/1/2020 THROUGH 1/31/2021

(2.5%)

	<u>START</u>	<u>PROFICIENCY</u>	<u>MERIT</u>
Billing and Payment Coordinator and Collection Specialists	\$17.33	\$21.46	\$26.17
Member Service Representatives and Collection Representative	\$14.44	\$17.88	\$21.83

APPENDIX "B"

WAGES 2/1/2021 THROUGH 1/31/2022

(2.5%)

	<u>START</u>	<u>PROFICIENCY</u>	<u>MERIT</u>
Billing and Payment Coordinator and Collection Specialists	\$17.76	\$22.00	\$26.17
Member Service Representatives and Collection Representative	\$14.80	\$18.33	\$21.83

APPENDIX "C"

WAGES 2/1/2022 THROUGH 1/31/2023

(2.5%)

	<u>START</u>	<u>PROFICIENCY</u>	<u>MERIT</u>
Billing and Payment Coordinator and Collection Specialists	\$18.20	\$22.55	\$26.17
Member Service Representatives and Collection Representative	\$15.17	\$18.79	\$21.83

APPENDIX "D"

WAGES 2/1/2023 THROUGH 1/31/2024

(2.5%)

	<u>START</u>	<u>PROFICIENCY</u>	<u>MERIT</u>
Billing and Payment Coordinator and Collection Specialists	\$18.66	\$23.11	\$26.17
Member Service Representatives and Collection Representative	\$15.55	\$19.26	\$21.83

APPENDIX “E”

SUMMARY OF BENEFITS AND COVERAGE

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
 NRECA Medical Plan: PPO Plan

Coverage Period: 01/01/2020-12/31/2020
 Coverage for: Individual | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [Plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [Plan](#) (called the [premium](#)) will be provided separately. This is only a summary. For more information about your coverage or if you want more detail about your coverage and costs, you can get the complete terms in the [Plan](#) document(s) by contacting your Benefits Administrator, by calling 1-866-673-2299 or by visiting us at cooperative.com > My Benefits. For general definitions of common terms, such as [allowed amount](#)², [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-866-673-2299 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible ?	For network providers \$1,000 individual / \$2,000 family; for out-of-network providers \$2,000 individual / \$4,000 family.	Generally, you must pay all of the costs from providers up to the deductible amount before this Plan begins to pay for covered services. If you have other family members on the Plan , each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible .
Are there services covered before you meet your deductible ?	Yes. Preventive care ¹ services and physician office calls administered by network providers are not subject to the deductible .	This Plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this Plan covers certain preventive services ¹ without cost-sharing and before you meet your deductible . See a list of covered preventive services ¹ at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this Plan ?	For network providers \$7,150 individual / \$14,300 family; for out-of-network providers there is no out-of-network out-of-pocket limit .	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this Plan , they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met. For network providers once you meet your network deductible (\$1,000 individual / \$2,000 family) and in-network coinsurance maximum (\$0 individual / \$0 family), you will continue to incur provider and prescription drug copays until you reach your network provider out-of-pocket limit . For out-of-network providers once you meet your out-of-network deductible (\$2,000 individual / \$4,000 family) and out-of-network coinsurance maximum

		(\$3,000 individual / \$6,000 family), you will continue to incur provider and prescription drug copays for out-of-network providers services.
What is not included in the out-of-pocket limit ?	Premiums , balance billing charges, out-of-network provider copayment , penalties for failure to obtain Preauthorization ³ for services and health care this Plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?	Yes. See www.cooperative.com > My Benefits or call 1-866-673-2299 for a list of network providers .	This Plan uses a provider network . You will pay less if you use a provider in the Plan's network . You will pay the most if you use an out-of-network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your Plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist ?	No.	You can see the specialist you choose without a referral . Preauthorization ³ and participation in the Center of Excellence (COE) is mandatory for both bariatric and transplant services.



All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15/office visit, not subject to the deductible .	20% coinsurance	Subject to allowed amount . ² If you consult with a Teladoc physician, you pay \$0 copayment /consultation.
	Specialist visit	\$15/office visit, not subject to the deductible .	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Preventive care/screening/Immunization ¹	No charge.	20% coinsurance	Subject to allowed amount . ² Age and gender limitations apply. You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your Plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	No charge.	20% coinsurance	Subject to allowed amount . ²
	Imaging (CT/PET scans, MRIs)	No charge.	20% coinsurance	Preauthorization ³ is required for all non-emergency, outpatient imaging.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.cooperative.com > My Benefits	Generic drugs (Tier 1)	Retail, \$15 Mail-order, \$0	Retail, \$15 Mail-order, \$0	Covers up to a 30-day supply (retail); up to a 90-day supply (mail order & Exclusive Choice pharmacies).
	Preferred brand drugs (Tier 2)	Retail, \$30 Mail-order, \$60	Retail, \$30 Mail-order, \$60	
	Non-preferred brand drugs (Tier 3)	Retail, \$50 Mail-order, \$100	Retail, \$50 Mail-order, \$100	Subject to allowed amount ² and prior authorization ³ is required for compound drugs greater than \$300, specialty drugs or nonformulary drugs.
	Specialty drugs (Tier 4)	\$100 copay /prescription (retail & mail order)	Not covered.	Generic drugs are available at no cost through the Exclusive Choice network (including mail order).
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge.	20% coinsurance	Subject to allowed amount . ² Preauthorization ³ is required for inpatient hospital stays.
	Physician/surgeon fees	No charge.	20% coinsurance	Subject to allowed amount . ²

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	Emergency room care	\$100 copayment , subject to \$1,000 deductible .	\$100 copayment , subject to \$1,000 deductible .	<p>Subject to allowed amount², copayment or coinsurance and deductible (if applicable).</p> <p>For outpatient Emergency room care visits that are not an actual medical emergency at an out-of-network provider will be subject to the out-of-network deductible and coinsurance.</p> <p>Note: Urgent care is paid as an office visit, unless it is part of a hospital urgent care center.</p>
	Emergency medical transportation	No charge.	No charge.	
	Urgent care : Part of a hospital	\$100 copayment , subject to \$1,000 deductible .	\$100 copayment , subject to \$1,000 deductible .	
	Urgent care : Not part of a hospital	\$15/office visit, not subject to the deductible .	20% coinsurance	
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge.	20% coinsurance	Subject to allowed amount . ² Preauthorization ³ is required for inpatient hospital stays.
	Physician/surgeon fee	No charge.	20% coinsurance	Subject to allowed amount . ²

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15/office visit, not subject to the deductible .	20% coinsurance	Subject to allowed amount . ² Preauthorization ³ is required for inpatient hospital stays. Partial hospitalization benefits are considered at the inpatient services benefit level.
	Inpatient services	No charge.	20% coinsurance	
If you are pregnant	Office visits	\$15/office visit, not subject to the deductible .	20% coinsurance	Cost sharing does not apply to certain preventive services . ¹ Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Subject to allowed amount . ² Preauthorization ³ is required for inpatient hospital stays.
	Childbirth/delivery professional service	No charge.	20% coinsurance	
	Childbirth/delivery facility services	No charge.	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	No charge.	20% coinsurance	Subject to allowed amount ² and preauthorization . ³ Limited to 100 visits/ year.
	Rehabilitation services	No charge.	20% coinsurance	Subject to allowed amount . ² Preauthorization ³ is required after visit limitation has been reached. Restorative speech therapy and chiropractic services are limited to 25 visits each. Acupuncture, physical, occupational, and massage therapy are limited to a combined 25 visits.
	Habilitation services	No charge.	20% coinsurance	Subject to allowed amount ² and preauthorization . ³
	Skilled nursing care	No charge.	20% coinsurance	Subject to allowed amount ² and preauthorization ³ and limited to 90-day limit.
	Durable medical equipment	No charge.	20% coinsurance	Subject to allowed amount ² and preauthorization ³ is required (if the dollar amount is equal to or greater than the following amounts) for rentals \$500, prosthesis \$1,000 and purchases \$1,500.
	Hospice services	No charge.	No charge.	Subject to allowed amount . ² Lifetime maximum for hospice services is \$50,000.
If your child needs dental or eye care	Children's eye exam	Not covered.	Not covered.	No coverage for this service.
	Children's glasses	Not covered.	Not covered.	
	Children's dental check-up	Not covered.	Not covered.	

Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [Plan](#) document for more information and a list of any other [excluded services](#).)

- | | | |
|--------------------|-------------------------|------------------------|
| • Cosmetic surgery | • Glasses | • Routine eye care |
| • Dental care | • Infertility treatment | • Routine foot care |
| • Eye exam | • Long-term care | • Weight loss programs |

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [Plan](#) document.)

- | | | |
|---------------------|---------------------|---|
| • Acupuncture | • Chiropractic care | • Non-emergency care when traveling outside the U.S. ⁴ |
| • Bariatric surgery | • Hearing aids | • Private-duty nursing |

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. For more information on your rights to continue coverage, contact the [Plan](#) at 1-866-673-2299. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [Plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [Plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [Plan](#). For more information about your rights, this notice, or assistance, contact Cooperative Benefit Administrators, Inc. at 1-866-673-2299. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform.

Does this Plan provide Minimum Essential Coverage? Yes.

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this Plan meet Minimum Value Standards? Yes.

If your [Plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-866-673-2299.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-866-673-2299.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-866-673-2299.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-866-673-2299.

Other Information:

- 1 **Preventive Services, Preventive Care:** Under Section 2713 of the Affordable Care Act, the [Plan](#) must provide coverage for a range of [preventive services](#) and may not impose [Cost sharing](#) (such as [copayments](#), [deductibles](#), or co-insurance) on participants receiving these services. The required [preventive services](#) come from recommendations made by four expert medical and scientific bodies – the U.S. [Preventive services](#) Task Force (USPSTF), the Advisory Committee on Immunization Practices (ACIP), the Health Resources and Services Administration's (HRSA's) Bright Futures Project, and HRSA and the Institute of Medicine (IOM) committee on women's clinical [preventive services](#). Only [preventive services](#) recommended by one of these four groups are covered without [Cost sharing](#).
- 2 **Allowed Amount: UCR** - Referred to as Reasonable and Customary (R&C) Rates in the medical [Plan](#) materials, [allowed amounts](#) are the current, most common rates in a geographic area for a particular treatment or service. They are researched and reviewed by Cooperative Benefits Administrators (CBA) on a regular basis.
- 3 **Preauthorize, Prior Authorization, or Prior Approval:**
 - **Medical Plan Services and Supplies.** Failure to receive [preauthorization](#) for medical necessity will result in a 20% reduction in charges considered covered by the medical [Plan](#). If such services or supplies are later determined not to be [medically necessary](#), the services or supplies will be denied and not eligible for coverage under the medical [Plan](#). You will be responsible for requesting [preauthorization](#) and the expenses for failure to obtain [preauthorization](#). Exception: If you access the Choice Plus [network](#), the [provider](#) is responsible for your [preauthorization](#) of an in-patient hospital admission and the expenses for failure to obtain [preauthorization](#).
 - **Prescription Drugs and Supplies.** Compound drugs greater than \$300 and certain drugs and drug classes require Prior Authorization by either Cooperative Benefits Administrators (CBA) or CVS Caremark. Refer to your medical [Plan](#) summary plan description for more information or contact CBA at 1-866-673-2299.
- 4 **Coverage While Traveling Outside the United States:** In order for a service obtained outside the U.S. to be covered, the information provided to the [Plan](#) must include the following: the service must be a recognized service in the U.S.; all [provider](#) billings and/or records must be translated into English; bills must clearly show the patient's name, [provider's](#) name, date of service, diagnosis and a description of the services rendered; and the current money exchange rate needs to be provided with the bill showing the daily rate for the dates the services were rendered. The participant is required to pay for all services up front before submitting charges to the [Plan](#).