WORKING AGREEMENT

Between

LOCAL UNION NO. 659
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS

and

SURPRISE VALLEY
ELECTRIFICATION CORP.

January 1**, 2021**
to
December 31**, 2025**

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AGREEMENT

Entered into this 1st day of January **2021**, by and between the Surprise Valley Electrification Corporation of Alturas, California, hereinafter referred to as the "Cooperative" and Local Union No. 659, of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union".

The Cooperative and the Union have a common and sympathetic interest in the electrical industry, particularly where the Cooperative in its very nature is a publicly owned utility. Therefore, a working system and harmonious relations are desirable to improve the relationship between the Cooperative and the Union and the public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. To these ends this Agreement is made.

It is recognized that the Cooperative is engaged in public service requiring that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the Cooperative and its employee-members of said Union.

ARTICLE I
TERM OF AGREEMENT

1.1 This Agreement shall become effective January 1, **2021**, and remain in effect to December 31, **2025**, and continue in effect from year to year thereafter unless either party shall have given sixty (60) days written notice previous to the termination date of its desire that same be terminated or amended on termination date succeeding such written notice.

ARTICLE II
SEPARABILITY OF PROVISIONS

2.1 If any part of this Agreement is, or is hereafter found to be in contravention of the laws or regulations of the United States, or of any state having jurisdiction, such part shall be superseded by the appropriate provisions of such law or regulation so long as the same is in effect, but all other provisions of this Agreement shall continue in full force and effect. Upon any such determination being made, the Company and the Union will promptly negotiate and endeavor to reach an agreement upon a suitable substitute therefore.

ARTICLE III
SCOPE OF AGREEMENT

3.1 This Agreement applies to and covers all employees working with tools, equipment or materials in the Cooperative shops, electrical distribution and electrical construction operations, but excluding office and clerical employees, janitors, guards, sales personnel, temporary employees, right-of-way ground clearing crews using no equipment or tools concerned with operation and maintenance of electrical systems, professional and supervisory employees as defined in the National Labor-Management Relations Act.

ARTICLE IV
CORPORATION AND UNION SECURITY

4.1 The Cooperative recognizes the Union as the exclusive bargaining agent for the employees covered by this Agreement.

4.2 The Union recognizes that the full rights and authority of management are vested in the Cooperative, except as specifically limited by the terms and conditions of this Agreement. The exercise of these rights is not subject to the grievance procedure provided that existing wages, hours, and working conditions are not adversely affected.

4.3 Nothing in this Agreement shall be construed as abridging the rights of the Cooperative, the Union, or individual employees under the provisions of any applicable law, or as requiring the performance by any of the foregoing of any act in violation of any such law.

4.4 Employees covered by this Agreement who are members of the Union on the date hereof, or who subsequently

become members, shall remain members thereof by paying or tendering the dues and initiation fees normally and usually required by the Union of their members in the same classification.

4.5 Any employee covered by this Agreement who is not a member of the Union on the date hereof, and any employee covered by this Agreement subsequently employed by the Cooperative, shall be required, as a condition of his continued employment, thirty (30) calendar days after the date of his employment, or the date of this Agreement, whichever date is the later, to become a member of the Union and remain a member thereof during the term of this Agreement by paying or tendering the dues and initiation fees normally and usually required of the Union of its members.

4.6 In case any employee shall become delinquent under the provisions of the foregoing sections, or shall fail to become or to remain a member of the Union, the Union will notify the Manager of such fact in writing, and the Cooperative will notify the delinquent employee within five (5) work days that such employee's employment will cease upon the expiration of five (5) work days after delivery of such notice, unless, in the meantime, he shall exhibit to his Manager a receipt or certificate issued by the Union showing that such employee has been placed in or restored to membership.

4.7 If any employee shall take proper action to entitle him to such membership within five (5) work days after delivery to him of such notice, his continuity of employment shall not be interrupted by such prior delinquency, but if the delinquent employee fails to take such action within such five (5) day period, his employment will be terminated at the end of such period.

4.8 The Cooperative will, during the term of this Agreement, deduct and remit monthly to the Financial Secretary of the Union the normal and usual dues uniformly required of its members by the Union of those union members as shall voluntarily authorize the Cooperative to do so. Such written authorization must be in lawful, mutually acceptable form, and shall be forwarded to the Cooperative through the Business Manager of the Union.

4.9 The Financial Secretary of the Union will keep the Cooperative currently advised of the monthly dues to be deducted from the wages of each employee who shall have filed the required dues deduction authorization with the Union and the Cooperative.

4.10 An employee may revoke his dues deduction authorization by written notice directed to the Cooperative and the Union by registered mail. Such revocation will be effective in the payroll month following receipt of the notice.

4.11 The Cooperative acknowledges receipt of copies of the Bylaws of Local Union 659 and the Constitution of the International Brotherhood of Electrical Workers.

4.12 The Cooperative will not contract any work which is ordinarily done by its regular employees for the specific purpose of laying off or demoting such employees. The Cooperative will supply the Union with the names of successful bidders of any contract work to be performed.

4.13 Stewards: The Union shall have the right to appoint one of the employees of the Cooperative as a steward at each headquarters (Alturas and Lakeview). Such steward shall see that this Agreement and working rules are observed and he shall be allowed sufficient time to perform these duties during regular working hours. Under no circumstances will a steward be discriminated against by any Employer because of the faithful performance of his duties as a steward

4.14 There shall be no strikes, lockouts or cessation of work for the duration of this Agreement and all disputes and differences shall be settled under Article V.

ARTICLE V
DISPUTES AND ARBITRATION

5.1 Whenever any dispute shall arise between the Employer and the Union over interpretation of adherence to, or application of the terms and conditions of this Agreement, the matter shall be handled in the following manner:

Step 1. The dispute or grievance shall be taken up by the employee having the grievance with the Supervisor and the shop steward within (10) calendar days, but in no case more than thirty (30) calendar days, of the occurrence giving rise to the grievance. If the employee fails to bring an alleged violation or dispute to this Step 1, within that period, such

dispute shall not be subject to this Article V.

This time limit begins with the date of the occurrence or the date on which the employee knew or reasonably should have know of the occurrence giving rise to the grievance.

Step 2. If no agreement is reached within forty-eight (48) hours, the grievance shall be reduced to writing, including:

(a) Nature of the grievance and the circumstances out of which it arose.

(b) The remedy or correction the Cooperative or Union is requested to make, and

(c) The section, or sections, of this Agreement, if any, relied upon or claimed to have been violated.

The Employer and/or his representative and the Union representative shall attempt to settle the dispute.

Step 3. If no agreement is reached within ten (10) days, the parties shall submit the dispute to an arbitration board consisting of one (1) representative selected by the employees and one (1) representative selected by the Board of Directors.

Step 4. If no agreement is reached within five (5) days, the two arbiters shall proceed to select an impartial chairman. In the event the arbiters are unable to agree on the selection of a third party within ten (10) days thereafter, the office of the Federal Mediation and Conciliation Service shall be requested jointly by the parties to submit a list of five (5) proposed arbiters. The Employer and the Union shall each alternately strike from this list one name at a time until only one name remains on the list. The name of the arbiter remaining on the list shall be accepted by both parties.

The times noted above may be extended only by mutual consent of the Cooperative and the Union.

5.2 During the process of the above procedure, there shall be no strike or lockout. The decision of the arbiter shall be final and binding on the parties, and should either party fail or refuse to abide by the decision of the arbiter, the prevailing party shall be free to take whatever action it deems necessary, and such action will not be considered in violation of this Agreement.

5.3 The fee of the arbiter shall be borne equally by the parties.

ARTICLE VI
CLASSIFICATIONS AND DEFINITIONS

6.1 There shall be recognized throughout this Agreement the following classifications of labor with the definition applicable to each General Forman, Working Foreman, Serviceman, Serviceman II Lineman, Apprentice Lineman, Groundman, Equipment Operator, and other classifications as required may be added by mutual agreement between the parties to this Agreement. Each employee covered herein shall be in his designated classification, qualified, willing and able to fully perform those duties to the best of his ability as particularly set forth in the "Position Descriptions", a copy of which is available to each employee.

6.2 General Forman: A General Forman is an employee who directs the work of a crew or crews. He must have a minimum of five (5) years' experience as a Journeyman Lineman, with a minimum of three (3) years on power utility line crews involving both construction and maintenance. A journeyman may use his three (3) years' credit acquired under Article VI, Section 5 in determining his eligibility for Foremanship. Permanent selection, and/or temporary upgrade to General Forman will be the decision of Management.

Working Forman: A Working Forman is an employee directing the work of a line crew, provided, however, that a Working Forman shall be employed in the Alturas District and one in the Lakeview District to direct the work of other employees in each of those headquarters irrespective of the number of employees headquartered in each of those areas.
6.3 Serviceman: A Serviceman is an employee who has had at least three (3) years' experience as a Journeyman Lineman and performs duties as assigned.

6.4 Journeyman Lineman: A Journeyman Lineman is an employee who has had a minimum of three (3) years'

experience in electric utility line work and is able to qualify by examination.

6.5 Apprentice Lineman: An Apprentice Lineman is an employee who has had less than four (4) years' experience as a lineman who will work under the supervision of a Journeyman Lineman at all times and in accordance with the Electrical Workers Safety Rules as promulgated by the Oregon State Accident Commission and the State Law and Plan of Apprenticeship as agreed upon herein. An Apprentice Lineman shall be given the opportunity upon the completion of four (4) years' experience to qualify himself as a journeyman by written examination as provided for in Article VI, Section 4 of this Agreement.

6.6 Groundman: A Groundman is a lineman's helper whose duties shall be confined to work on the ground.

6.7 The parties to this Agreement shall qualify the personnel in the above journeyman classifications by written examination within sixty (60) days. Said examination to be held within the District. Members may serve in these classifications on a probationary basis pending their, or his, passing the examination. A representative of the Cooperative shall sit on the examining board.

6.8 A regular employee is an employee hired for an indefinite period to fill an existing vacancy or for a new position required in the normal operations of the Cooperative. A regular employee shall be considered to be in a probationary status during his first six (6) months of employment.

6.9 A temporary employee is an employee hired for a specific assignment of short duration, normally of not more than six (6) months duration, provided that such six (6) month period may be extended for up to and additional six (6) months at Cooperative discretion. In the event a temporary employee is hired as a regular employee, one half of the employee's temporary time will be recognized up to a maximum six (6) months total as part of the probationary period under Section 6.8.

6.10 A part-time employee is an employee whose scheduled workweek is less than full time, or an employee who is employed less than two (2) weeks a year.

6.11 The Cooperative reserves the right to discharge without indicated cause probationary, temporary or part-time employees.

6.12 A student employee is an employee whose main pursuit is educational in nature. While employed as such, he/she shall not accrue seniority nor shall such employment count towards the completion of the probationary period. Such employee may be employed in any department, but shall not deprive a regular employee of employment nor displace a regular employee.

ARTICLE VII
WORKING RULES

7.1 Routine Hours: Eight (8) hours shall constitute a regular day's work, and five (5) days, beginning Monday morning and terminating Friday evening, shall constitute a week's work.

Hours of work shall normally be from 7:00 a.m. to 11:00 a.m. and from 11:30 a.m. to 3:30 p.m. (except as otherwise provided herein) and, except further, that regular scheduled shifts may be instituted to such an extent and at such hours as may be required in the Cooperative's operations. Shifts commencing between 6:00 a.m. and 8:00 a.m. may be scheduled for not less than one week's duration and may be changed on not less than three days' prior notice. While such other shifts will normally be continuously uniform with respect to days of the week and hours of the day, it is provided further that by mutual consent of the parties hereto, certain rotations of work days and hours may be instituted.

7.2 Overtime Rates: All work performed in excess of eight (8) hours in a work day or forty (40) hours in a work week as specified in Article VII, Section 1, and holidays, shall be paid for at two (2) times the regular rate of pay. Holiday pay shall be eight (8) hours at the straight time rate.

7.3 (a) An employee reporting for work or called from his home on other than his regular day or shift, shall receive

pay at the overtime rate of a minimum of two (2) hours, including not more than one-half (1/2) hour required for reporting for duty; providing, however, that if he is called within two (2) hours of the beginning of his regular shift, he shall be paid at the overtime rate only from the time he was called or from one-half (1/2) hour prior to the time he actually reports for work, whichever is later, until the start of his regular shift.

(b) Rest time: When an employee has worked a total of six (6) hours or more, and has not received a continuous **eight (8)** hour break between 3:30pm and 7:00am, **immediately preceding the start of their regular shift,** he/she shall receive an hour of paid rest for each hour worked up to a total of eight (8) hours, and taken during the employee's regularly scheduled shift that day at the straight time rate. All paid time worked, except for time paid when forgoing a meal, will be used to calculate rest time.

(c) Utilization: If the employee elects to take rest time at the beginning of the shift, the rest time hours will start at the beginning of the shift and run consecutively until exhausted. If any hours remain in the scheduled shift, the employee can elect to work at the straight time rate, or leave the hours in unpaid status.

(d) If the employee elects to take rest time at the end of the shift, their work shift will start at the regular time and the employee will work at the straight time rate until rest time is due.

(e) Any hours worked when rest time is due will be paid at the straight time rate, plus the paid rest for a total of 2X's the regular rate for each hour worked when rest time is due.

(f) It is recognized that prompt response to outage calls is an essential part of the responsibility of the employees under this Agreement. The Cooperative shall establish a call-out list for all classifications of Journeyman Lineman and above for the purpose of equalizing call-outs. This list will be posted on the bulletin board and updated every week. When an employee is at the top of the weekly call out list, the Cooperative may at its option provide cell phone or mobile paging devices to be taken home by the employee for the week.

If the Cooperative elects to provide a cell phone or mobile paging device to an employee, it does not mean that the employee is thereby required to hold himself available for emergency service as defined in Section 7.4.

Note: When an employee is at the top of the weekly call out list, and chooses to trade positions with another employee. The Cooperative would appreciate being notified of the change, to better serve in case of an emergency.

7.4 When employees are required to hold themselves available for emergency service, they shall be allowed straight time rate of pay for such availability at the rate of twenty percent (20%) of the total number of hours of such standby period and, in addition, they shall receive the applicable overtime rate of pay for all time worked, including travel time. The number of hours in a standby period will be predetermined and the employee so advised in advance of standby duty.

7.5 Headquarters: All employees shall report for work at the headquarters shop or station designated at the time of employment, unless and until otherwise notified of change. Notices of re-assignment to new permanent headquarters shall be served in writing. The expense of a move to new headquarters at the request of the Cooperative shall be borne by the Cooperative.

7.6 Travel Time: Travel time shall be paid, and transportation be provided, during regularly scheduled shifts.

7.7 Lunch Period: Lunch period shall be a one half hour period, normally mid shift, as dictated by the flow of the work or as otherwise stated in the established shift schedule. If employees are required to work through their regular meal period, overtime rates shall prevail until relieved for a meal.

7.8 Meals: When men are required to work in excess of one (1) hour over their regularly scheduled shift as defined in Article VII, Section 1 of this Agreement, or are called to work one (1) hour or more in advance of their regularly scheduled shift, meals shall be furnished at the Cooperative's expense, and at intervals thereafter of not more than six (6) hours while they continue to work. Meals will be furnished by the Cooperative at regular meal hours when men are required to work during their regular scheduled days off or on holidays unless notified the previous day. In those instances where meals are not provided by the Cooperative, employees will be reimbursed for the reasonable cost of the meals

purchased, plus tip, on presentation of restaurant receipt.

7.9 There shall be two (2) pay days per month, and the Cooperative designates the regular pay days as the 16th and 1st day of each month. If a pay day falls on a Saturday, Sunday or holiday, payment will be made on the nearest preceding business day.

7.10 When working on live lines over 600 volts phase to phase, it shall be the practice to have either a journeyman or an apprentice lineman with more than two (2) years of experience assisting each journeyman on such lines.

7.11 The determination of the safety of any work being performed shall be the joint responsibility of the Superintendent, Foreman or workman in charge of the job, and they shall use their discretion on safety on hazardous construction and weather conditions. If additional workmen or equipment are required, this shall be reported to the Manager and the man shall be assigned to other work which can be done safely until the additional workmen or equipment are made available.

7.12 Construction: All framing and erecting of poles or towers and stringing of wire shall be done by Journeyman Linemen assisted by an apprentice or Groundman when required.

7.13 Maintenance: Stubbing of poles may be done by Groundman under the direct supervision of a Journeyman Lineman.

7.14 Limitation of Duties: Groundman shall not do the work of linemen or apprentice linemen.

7.15 Apprentices: The Cooperative may employ apprentices at a ratio of one to one (One Journeyman Lineman for every one Lineman Apprentice) provided the following conditions are met.

- A maximum of two (2) apprentices per crew shall be allowed when working on energized conductors when two (2) journey level workers are present on such crew, which includes the foreman.

- One of the two apprentices shall be in the hot period.

- One of the two apprentices shall be required to perform either Groundman or Equipment Operator type jobs to further their training when the second apprentice is performing work on or around energized conductors.

(a) An apprentice, upon completion of his 8th 6-month period of apprenticeship and having successfully completed the IBEW Local 659 Journeyman Lineman examination, shall be reclassified as a journeyman at the appropriate pay rate.

(b) Apprentices shall not be permitted to work on energized lines of more than 600 volts until they have served the first twenty-four (24) months of apprenticeship.

7.16 Seniority: When vacancies occur or opportunities for advancement are available, such vacancies or advance positions shall be advertised for bid on the bulletin board of the Cooperative district and sub-district offices, and the jobs shall be awarded to the senior qualified employee bidding. Such notices shall be posted for a ten (10) day period, and at the close of this period, the results of the award shall be posted on the bulletin board within ten (10) days. It is agreed that vacancies shall be filled on the basis of ability, qualification, and seniority. Ability and qualifications being sufficient, seniority shall prevail.

Seniority shall accrue by classification for the purpose of bidding and awarding vacancies or advanced positions. It being recognized, however, that seniority in the next lower classification shall be considered as pertinent to the job advertised.

7.17 In case of a man being employed in two classifications or more in the same day, he shall receive the highest rate of pay for that day.

7.18 Termination: The Cooperative reserves the right to discharge any employee for cause; however, the reason for such discharge shall be given in writing within forty-eight (48) hours of the time of such discharge. Such discharged employee shall, upon demand, be given the right of a hearing before the General Manager of the Cooperative within three (3) working days from such written notice, and if the charges are proven not justifiable he shall be immediately reinstated to his former position and shall be reimbursed for all time lost.

7.19 Layoff: When layoffs are required due to lack of work, said employees shall be given two (2) weeks notice in advance of such layoff.

(a) In laying off employees because of lack of work, seniority in classification shall govern, and employees laid off shall receive preference when opportunities for employment occur. When regular employees covered by this Agreement are laid off due to lack of work, they shall retain their seniority rights during the layoff period for the length of time equivalent to their length of service with the Cooperative but not to exceed two (2) years. A written notice to the former employee at his last known address shall be considered as sufficient notice of opportunity for re-employment, and if such notice is not acknowledged within ten (10) days of mailing he shall be considered as having waived his seniority rights.

(b) Upon termination for any cause, employees shall be paid all wages due and owing to date of termination, all accrued vacation pay, less any sums which may be due and owing the Cooperative. However, withdrawal or transfer benefits under the NRECA retirement system shall be discretionary with the employee and, at his request, may be transferred to another participating NRECA system.

7.20 Safety Rules: "APPA Safety Manual" is hereby adopted and incorporated as a part of this Agreement as if fully set forth herein, and routine safety meetings shall be established.

7.21 Reimbursement for Tools: The Cooperative shall reimburse to the employee the cost of replacing lineman safety straps, hook straps and gaffs, which reimbursement shall be at the discretion and determination of the Superintendent who shall determine the necessity, if any, for replacement of equipment.

(a) The Cooperative will replace hand tools, provided however, that any replacement and/or reimbursement shall be determined in the sole discretion of management and their decision shall not be subject to the grievance procedure.

7.22 Personal Protection Equipment: The Cooperative will provide each bargaining unit employee personal protective equipment at the expense of the Co-Op as required by State and Federal Law.

(a) Employees will wear Flame-retardant FR clothing on the outer most layer when working in proximity to fault current. All subsequent layers shall be made of 100% cotton or other natural fiber of similar material. Employees will be responsible for ~~shirt~~ laundry, maintenance, and neat appearance.

(b) Flame-retardant FR clothing shall be provided by the Co-op in the following manner:
An individual account in each employee's name will be set up to purchase FR Clothing.

New employees shall receive an initial stipend of $1300 to purchase the following items:

- Five (5) FR Long Sleeve Shirts
- Five (5) Pair FR Pants
- One (1) Long Sleeve FR Sweat Shirt
- One (1) FR Coat
- One (1) Pair FR Bib Overalls

Current active employees that have received a recent five (5) shirt allotment, prior to the signing date of this agreement, will receive a stipend of $1100 on the date this agreement goes into effect to purchase their remaining allotment.

(c) On the anniversary of this agreement, beginning on December 31, 2016, and each anniversary date thereafter for the life of this agreement, all employees will receive an annual stipend of $800 into their individual account to maintain their FR clothing.

FR balances of no more than $400 from the previous year shall roll over in to the following year, and no current balance shall exceed $1200 in any one year.

(d) FR Clothing ripped, torn, or contaminated/stained with any accelerant beyond repair, while preforming regular on the job duties, and the garment is deemed unacceptable from an appearance or safety stand point, shall be reported to the Supervisor on the day of occurrence, and replaced if needed at the expense of the Co-op.

(e) FR Rain Gear shall be provided and replaced as needed at the expense of the Co-op.

(f) The FR clothing vendor, and available clothing options will be mutually agreed to by the Co-Op and Union. If required, the additional cost for labeling of the garments for identification purposes will be borne by the Co-Op. If during the term of this agreement any significant change in Vendor pricing occur, either party may request to meet and Discuss/Bargain those changes.

7.23. An employee holding union office may be permitted time off by mutual agreement to attend a union training session or annual meetings, provided such absence will not interfere with efficient operations or Coop project. Such absence shall be uncompensated.

ARTICLE VIII
BENEFITS

8.1 Holidays: The Cooperative will recognize and observe ten (10) days with pay during each calendar year as legal holidays as follows: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Day, and the Employee's birthday anniversary. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on Sunday, it shall be observed on the following Monday. An Employee's birthday anniversary may be taken at any time during the calendar year it normally occurs upon one (1) week's prior request to and approval of the Cooperative Manager. Should employees request the same change in schedule, the employee having seniority shall receive preference. To qualify for holiday pay, an employee shall work the regularly scheduled day before and after the holiday, unless prior approval for absence is granted, as in the case of illness, in the event the holiday falls in a vacation period, or in the case of approved leave.

8.2 Vacations: Vacation pay for each regular employee will be based on employment in the previous year as follows:

1. Each regular employee having less than twelve (12) months' continuous employment in the previous year and who has completed his probationary period, shall be entitled to receive vacation allowance based on the ratio of the months of continuous employment completed to twelve (12) months - (1/12 x 80 hours x months continuously employed).

2. After the initial year as defined in the preceding paragraph, ten (10) days (80 hours) pay during each succeeding year of continuous employment.

3. Employees having completed five (5) years of continuous service shall be entitled to fifteen (15) days (120 hours) vacation with pay.

4. Employees having completed fifteen (15) years of continuous service shall be entitled to receive twenty (20) days (160 hours) vacation with pay.

5. Employees having completed twenty-five (25) years of continuous service shall be entitled to receive twenty five (25) days (200 hours) vacation with pay.

6. Vacation pay will be at the employee's regular straight time rate of pay in effect at the time he commenced his vacation.

7. Vacations: In determining vacation schedule, the wishes of the employee will be considered to the greatest extent possible so long as it does not adversely affect the operations of the Cooperative. Vacations may be taken any time during the calendar year with prior approval of the Cooperative and pursuant to the vacation schedule, with

preference according to seniority.

8. An employee who has scheduled his vacation, and whose scheduled vacation is cancelled by the Cooperative because of emergencies, may reschedule his vacation into the following year.

9. An employee may carry over five (5) days vacation into the next year without prior consent. More may be carried over in the event of an emergency, with prior approval from the General Manager.

8.3 Sick Leave:

(a). All regular employees covered by this Agreement will be entitled to one (1) day of sick leave for each month of continuous service with the Cooperative not to exceed a total accumulation of one hundred (100) days. All sick leave allowed and paid for by the Cooperative, by reason of an employee's sickness or accident which prevents the employee from performing normal duties, will be deducted from the sick leave accumulated by the employee. Sick leave payment shall be discontinued when an employee commences receiving long-term disability payment or when the employee's sick leave bank is exhausted, whichever occurs first. The term "regular employee" is interpreted to mean an employee who has worked for the Cooperative for a period exceeding six (6) months. Medical evidence of disability may, at the discretion of the Cooperative, be required for any absence. Time taken off for employee hospital physical checkups or for employee emergency dental work shall be deemed proper evidence of disability and eligibility for sick leave usage. An employee may use up to three (3) days of accumulated sick leave per calendar year where necessary to assist immediate family members to medical and dental appointments in the case of serious injury or illness.

(b) An employee shall receive a lump sum settlement for his unused accumulated sick leave up to thirty (30) days upon retirement, and upon death of an employee due to any cause, his unused accumulative sick leave to thirty (30) days will be paid to his surviving wife or children, or if there be no surviving wife or children, then to his estate. An employee may elect in writing to transfer the lump sum settlement under this section to a postretirement medical savings account if such an account is available through the medical insurance trust, carrier, or otherwise.

(c) When employees are injured while performing Cooperative work, they shall receive full pay in return for the insurance coverage check endorsed to the Cooperative for the period of disability, not to exceed sixty-six (66) work days, forty-five (45) work days if the employee is offered and released for but declines to accept light duty with no reduction in net pay under this provision. Thereafter, the exchange of check will be chargeable against sick and vacation credit. In no event will an employee's net pay under this section, inclusive of worker's compensation benefits and the tax consequences of such benefits, exceed the employee's regular net pay after state and federal withholding taxes.

(d) Sick leave may be applied for a maximum of three (3) days for any case of death in the immediate family, but may be extended at the sole discretion of the Manager when circumstances require. If travel of over three hundred (300) miles is required, sick leave may be applied for a maximum of five (5) days. Immediate family shall include spouse, children, parents, and parents of spouse, brothers and sisters.

(e) Abuse of sick leave by use other than for the purposes specified in this Section 8.3 may be cause for disciplinary action under Section 7.18.

8.4 All full-time or regular employees serving in classifications listed herein and covered by this Agreement shall receive pay at the regular straight time rate for all time during normal working hours required to be absent from duty in answer to a lawful summons to serve as a juror or witness, provided however, that in order to receive full-time pay for such leave, the employee must endorse the fees received for such services to the Cooperative. If dismissed for the day before noon, the employee shall report for work in the afternoon. This provision shall also be applicable to absences from duty as a subpoenaed witness, except in cases wherein the employee or his family has an interest in the litigation, and except, that any sums paid to the employee for such services above the statutory witness fee shall be offset against pay herein provided for.

8.5 Military Leave: An employee called for military duty or elected or appointed to an office in Local Union 659, International Brotherhood of Electrical Workers, requiring all or part of his time, shall not lose his established seniority during such service, and for such purpose, the Cooperative will, on application, grant him leave of absence.

8.6 Retirement, Security and Insurance Program:

(a) The employer agrees to pay into a Welfare Fund, known as the Line Construction Benefit Fund, for each month for all employees covered by this Agreement who are paid for 125 hours or more in a month, 174 times the contribution rate established by the trustees of the Welfare Fund from time to time. The contributions of the Employer shall be used to provide life, temporary disability, dental, hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Welfare Fund may determine and to provide funds for the organization and administration expenses of the Welfare Fund. Eligibility for benefits will be based on the terms of the Plan of Benefits as adopted by the trustees of the Welfare Fund from time to time.

(b) The Employer agrees to be bound by the terms and conditions of the Trust documents and by the actions of the trustees, excluding any action prohibited by law or which diverts the funds from the purposes for which the Trust was created and to make available to the LINECO trustees such information and records as will enable the LINECO trustees to perform their functions.

(c) The said Welfare Fund shall be administered to an Agreement and Declaration of Trust administered jointly by representatives of the NECA Chapters and IBEW Unions. If any employer fails to make contributions to said Welfare Funds as provided in this agreement, no later than the day following the end of each calendar month, he shall be subject to having this Agreement terminated upon seventy-two hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Line Construction Benefit Fund. In addition, if suit is instituted to collect any delinquent payment, the Employer shall also be liable for such interest, damages, fees and costs as provided for by law.

(d) Effective Aug. 1, 2001, employees may contribute to the NRECA pension program in an amount up to one and one-half percent (1½%) of gross straight time wages as determined in writing by the employee not later than the first payday in January of each year the same amount. Effective Aug. 1, 2001, the Cooperative will contribute as a matching contribution, up to a maximum of one and one-half percent (1½%) of gross straight time wages of each contributing employee. The employee's contribution will be deducted from the contributing employee's wages and along with the employer's matching contribution will be paid to the employee's credit in the NRECA pension program, thus making a total pension credit of up to three percent (3%) of gross straight time wages to be assigned to pension program credits. Effective January 1, 2003, the employee contribution will be increased to an amount up to two percent (2%) of straight time wages, the employer's matching contribution will likewise be increased to an amount up to two percent (2%) of straight time wages as determined by the percentage designated by the employee, and the total NRECA pension credit will be increased up to a maximum of four percent (4%) of each employee's gross straight time wage.

(e) The Cooperative shall institute a mutually acceptable LTDI plan with eighty percent (80%) of the premium payments paid by the Cooperative and twenty percent (20%) paid by the employee.

(f) In addition to all other compensation, effective January 1, 1985, the Cooperative will pay that portion of the pension contribution being paid by the employees prior to that date and the benefit ratio will be increased from 1.4 to 1.7.

ARTICLE IX
WAGE SCALE

Classification

	1/1/2020	3 ½% 1/1/2021	3 ½% 1/1/2022	3 ½% 1/1/2023	3 ½% 1/1/2024	3 ½% 1/1/2025
Line Foreman (112% of Lineman)	$54.66	$56.57	$58.55	$60.60	$62.72	$64.92
Working Foreman (109%)	$53.20	$55.06	$56.99	$58.98	$61.05	$63.18
Serviceman (109%)	$53.20	$55.06	$56.99	$58.98	$61.05	$63.18
Serviceman II (102.5%)	$50.02	$51.77	$53.58	$55.46	$57.40	$59.41
Lineman (100%)	$48.81	$50.52	$52.29	$54.12	$56.01	$57.97

Apprentice Lineman:

1st 6 mos. (72% of Lineman)	$35.14	$36.37	$37.64	$38.96	$40.32	$41.74
2nd 6 mos. (74%)	$36.12	$37.38	$38.69	$40.05	$41.45	$42.90
3rd 6 mos. (77%)	$37.58	$38.90	$40.26	$41.67	$43.12	$44.63
4th 6 mos. (79%)	$38.56	$39.91	$41.31	$42.75	$44.25	$45.80
5th 6 mos. (83%)	$40.51	$41.93	$43.40	$44.91	$46.49	$48.11
6th 6 mos. (88%)	$42.95	$44.45	$46.01	$47.62	$49.29	$51.01
7th 6 mos. (93%)	$45.39	$46.98	$48.62	$50.32	$52.09	$53.91
8th 6 mos. (98%)	$47.83	$49.50	$51.24	$53.03	$54.89	$56.81

Groundman:

1st 6 mos. (43% of Lineman)	$20.98	$21.71	$22.47	$23.26	$24.08	$24.92
Thereafter (68% of Lineman)	$33.19	$34.35	$35.55	$36.80	$38.09	$39.42

Equipment Operator:

1st 6 mos. (69% of Lineman)	$33.68	$34.86	$36.08	$37.34	$38.65	$40.00
Thereafter (77% of Lineman)	$37.58	$38.90	$40.26	$41.67	$43.12	$44.63

In WITNESS WHEREOF the parties hereto affix their signatures:

Surprise Valley Electrification Corporation

By: Bradley A Kresge

Brad Kresge
General Manager

Date: 1/29/2021

International Brotherhood of Electrical Workers Local Union No. 659

By: M. Jamie

Mike Scarminach
Business Manager

Date: 1/29/2021

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

2/12/2021

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

LETTER OF UNDERSTANDING

This Letter of Understanding is hereby made a part of the current Working Agreement between Local 659, I.B.E.W. and Surprise Valley Electrification Corporation.

Qualified Supervisory and non-bargaining unit employees may assist bargaining unit employees and do incidental bargaining unit work, provided that nothing in this Letter of Understanding shall diminish the bargaining unit or opportunities for the unit employees to receive first call for all bargaining unit work, including overtime.

This Letter of Understanding can be terminated by either party with sixty (60) days' written notice prior to the anniversary date of the agreement.

(This would include students as temporaries are excluded.)

Surprise Valley Electrification Corporation	International Brotherhood of Electrical Workers Local Union No 659
By: */s/ Daniel Silveria*	**By:** */s/ Ronald W. Jones*
Date: *1/1/2011*	*Date*: *1/1/2011*

Appendix A

This Appendix A is hereby made a part of the current working agreement between Local 659, IBEW, and Surprise Valley Electrification Corporation.

In addition to the holiday specified in Section 8.1, the Cooperative will grant one floating holiday to employees who attend the Cooperative's annual meeting, the holiday to be scheduled by mutual agreement within the twelve (12) month period following the annual meeting.

Surprise Valley Electrification Corporation	International Brotherhood of Electrical Workers Local Union No 659
By: */s/ Daniel Silveria*	**By:** */s/ Ronald W. Jones*
Date: *1/1/2011*	*Date*: *1/1/2011*