

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 2008, by and between CRAIG-BOTETOURT ELECTRIC COOPERATIVE, hereinafter referred to as "EMPLOYER" and LOCAL UNION 50 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "UNION".

WITNESSETH: That for purpose of facilitating the adjustment of differences that may arise from time to time between the Employer and its employees, and for the purpose of promoting harmony and efficiency to the end that all may benefit, the parties hereto contract and agree as follows, to-wit:

ARTICLE I

RECOGNITION AND BARGAINING UNIT

SECTION 1.

The Union having been certified by the National Labor Relations Board for all full-time and regular part time clerical employees employed by the Employer at its New Castle, Virginia facility, including all secretaries, bookkeepers, clerks, cashiers and receptionists; but excluding all other employees, confidential employees, professional employees, guards and supervisors as defined in the Act. (Case No. 5-RC-11826).

The Employer recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours and other conditions of employment.

SECTION 2.

No supervisory employee shall deprive any employee covered by this Agreement of any work time. Employees covered hereunder will not be considered to have been deprived of work opportunities where in cases of emergency the Cooperative has offered or attempted to offer them the opportunity to work.

ARTICLE II

COOPERATIVE-UNION RELATIONS

SECTION 1.

The Union agrees that its members will individually and collectively perform efficient work and render loyal service. The members of the Union will use their influence to put forth their best efforts to protect the property and interest of the Employer. The Union further agrees that its members will be cooperative with the Employer's management in promoting the Employer's welfare and improving its service at all times.

SECTION 2.

It is further stipulated and agreed that nothing herein contained shall serve to deny to either party any rights guaranteed to them by an existing Federal or State legislation or amendment thereto or revisions or reenactments thereof. The Employer and the Union agree that there will be no discrimination against any employee because of age, race, creed, color, sex, or national origin.

ARTICLE III

PURPOSE AND SCOPE OF AGREEMENT

SECTION 1. DEFINITION

Wherever used in this Agreement, the term "Union" shall mean the Local.

SECTION 2. PURPOSE

This Agreement is entered into for the purpose of promoting industrial relations between the Employer and its employees, clarifying the rights and responsibilities of the parties hereto, and to provide an effective method for the settlement hereto, and to provide an effective method for the settlement of all disputes that may arise by virtue of the relationship between the Employer and its employees within the scope of this Agreement, and to the end that there shall be no disturbance or interruption of the work of the Employer.

SECTION 3. MANAGEMENT'S RIGHTS

Subject to terms and conditions of this Agreement, the Employer retains all rights and functions vested in the Cooperative in the operation of its properties and business, including, but not limited to, the management of the office, the determination of the size of the work force, the right to hire, discharge, reprimand, demote, suspend or otherwise discipline for just cause, the employing of part-time employees provided such shall not result in any full time employee covered by this Agreement receiving less than their regularly scheduled hours of work, the maintenance of discipline and establishment of reasonable work rules, the assignment of employees to work, the right to lay-off and recall employees, to maintain the efficiency of employees, the right to close down operations or any part thereof, to expand, reduce, alter, combine, transfer or otherwise control same and to regulate the use of equipment and other property of Employer and to otherwise generally manage the work force and establish the terms and conditions of employment.

SECTION 4. MUTUAL COOPERATION

The parties hereto mutually agree to cooperate fully to the end that harmonious relations may be maintained at all times and the economical and efficient operations of the Employer promoted. Neither party will discriminate against, interfere with, restrain or coerce employees because of membership or non-membership in the Union or because of activity for or against the Union.

SECTION 5.

Employees may be discharged by the Employer only for just cause. Any employee discharged shall be given a written statement by the Company as to the reason for their discharge. Should the employee feel the discharge is unjust, then a written grievance must be filed within seven (7) working days.

SECTION 6.

When an applicant is hired to fill a regular assignment as identified in this contract, him/her shall have six (6) months in which to qualify during which time him/her shall be placed on probation. Prior to the end of the six (6) month period, him/her will be appraised by management and if him/her work is satisfactory, him/her shall be placed on regular payroll. If him/her work is not satisfactory him/her may be discharged or assigned to another line of work as the Cooperative management may decide.

ARTICLE IV

NO-STRIKE PLEDGE

During the term of this Agreement, neither the Union nor any employee covered by this Agreement shall engage in any strike, work stoppage, slow down, picketing or other curtailment in or interference with the Employer's production, deliveries or operations of a monetary nature or otherwise involving employees covered by this Agreement, or take any action which results in the foregoing whether independently or in sympathy with disputes involving other Labor organizations, groups of employees or individual employees, including the refusal to cross a picket line placed anywhere on the premises of the Employer or its customers or people with whom it does business by any Union or any individual employee covered by this Agreement. The parties hereto shall be bound by any decision rendered in accordance with the terms of this Agreement and neither the Union nor any employee covered by this Agreement shall engage in any act or activity set forth in the first sentence of this paragraph.

The employer shall have absolute right to discipline any employee engaging in prohibited activity under this Section, up to and including discharge, as the Employer in its sole discretion shall deem appropriate, including selective discipline where all participants and instigators cannot be identified. Any employee who believes the disciplinary actions by the Employer concerning him or her was not justified shall have recourse to arbitration, the jurisdiction of the arbitrator shall be limited solely to the question of whether or not the employee did in fact engage in any such form of conduct or activity.

The Union agrees that it will make all reasonable efforts to see that there is no violation of this Article.

In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any Court or other legal or administrative action against the other until dispute, claim, grievance or complaint shall have been brought to the attention of the other party, who, after actual notice of same shall, within reasonable time, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

ARTICLE V

RESOLUTION OF DISPUTES

GRIEVANCE PROCEDURE

SECTION 1. DEFINITION

The term "grievance" as used in this Agreement shall mean any dispute arising over the meaning, interpretation or application of this agreement or the rights of any party hereunder. Such grievance must be covered by a specific provision of this Agreement and complaints with reference to matters not specifically included in this Agreement shall not be subject to the grievance or arbitration procedures.

STEP 2. PROCEDURE

Should a grievance arise, there shall be no suspension of work, but the same shall be settled in the following manner:

STEP 1 :

The grievance shall be submitted in writing to the immediate supervisor of the aggrieved employee within seven (7) working days after the same is known or could reasonably have been known. If the grievance is not raised within the aforesaid time period, it shall be considered terminated and barred. If the grievance is raised in a timely manner, then the supervisor shall meet with the employee concerned and/or a single member of the grievance committee within three (3) working days of the filing of the grievance. If no mutually satisfactory resolution of the matter is arrived at as a result of said meeting, the employee and/or the Union may appeal the grievance in writing to Step 2 through the General Manger.

STEP 2 :

If the grievance is timely appealed to Step 2, then the Manager of the Employer and/or his representative shall meet with the aggrieved employee and the Grievance Committee of the Union who may be accompanied by an International Representative. Said meeting shall take place within seven (7) days of the appeal to Step 2. Within five (5) days of said meeting, the Manager shall give the aggrieved employee a written answer, with a copy to the International Representative.

STEP 3 :

If the employee is not satisfied with the Employer's answer to Step 2, then they may appeal the grievance to arbitration provided a written request for arbitration is submitted to the manager within seven (7) days of the Employer's answer to Step 2.

SECTION 3. ARBITRATION PROCEDURE

If a grievance is appealed to arbitration, the Employer and the Union shall select a single arbitrator from the Federal Mediation and Conciliation Service list of arbitrators. A hearing shall be held before said arbitrator as soon, as is practically possible. The issue before the arbitrator shall be the written grievance.

The employer and the Union shall have the right to bring into any grievance hearing held under this Article, any witness, foreman, employee or other representative deemed desirable for the resolution of any matter at issue.

The arbitrator shall render his decision as soon as possible after said hearing, provided that the Employer and the Union may file post-hearing briefs. The decision of such arbitrator shall be binding upon the parties hereto, provided that any such decision shall not extend, modify, suspend, alter, add to or amend this Agreement or otherwise cover matters not already covered by specific provisions of this Agreement.

SECTION 4. SCOPE OF ARBITRATION

The parties understand and agree that in making this contract, they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitrable forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in the Agreement and which are not excluded from arbitration.

SECTION 5. AUTHORITY OF ARBITRATOR

- A. The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement or any supplementary agreement nor to rule on any matter except while this Agreement is in full force and effect between the parties.

- B. The arbitrator shall have no power to establish wage scales, rates on new or changed jobs or to change any wage rate.
- C. The arbitrator shall have no power to provide agreements for the parties in these cases where in their contract they have agreed that further negotiations should occur to cover the matters in dispute.
- D. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Employer.
- E. The decision of the arbitrator in any case shall not be binding upon either party in any other case unless mutually agreed thereto in writing.
- F. The decision of the arbitrator in any one case shall not require a retroactive wage adjustment in any other case not arbitrated. Either party may, prior to submission of a dispute to arbitration, state and the opposite party is bound to agree that the award shall not be binding precedent in like or analogous situations.

ARTICLE VI

SENIORITY

SECTION 1.

Seniority shall be determined by an employee's length of continuous service with the Employer. Employees who have completed a probationary period of six (6) months shall have seniority as of their date of hire. Seniority will control in promotions and demotions, only when, in the judgement of the Employer, all factors, including health and ability to perform the job in question are equal. Layoffs shall be based solely on seniority.

SECTION 2.

The Employer will post notices of all job vacancies identified in this contract. Such notices of job vacancies shall be posted on the Employer's bulletin boards for three (3) consecutive work days, and it shall be the individual employee's responsibility to cause to be indicated thereon whether or not they wish to be considered for said job.

SECTION 3.

A seniority list of the bargaining unit will be posted annually on the bulletin board and a copy furnished the Business Manager of the Local Union.

SECTION 4.

The seniority rights of an employee shall not be affected if he/she is laid off and reinstated within six (6) months after lay-off. All employees with seniority rights shall be given the opportunity to return to the Cooperative to fill the job from which they were laid off during six (6) months period and before any new employee is hired to fill such job. Laid off employees shall be recalled in the order of their seniority, i.e.; the last employee laid off shall be the first employee recalled.

If any employee leaves the employment of the Cooperative of his/her own choice, or is relieved of he/her employment for just cause, his/her seniority ceases as of the date employment is terminated.

SECTION 5.

Should lay-off become necessary due to a reduction in force, the employees affected will be given two (2) weeks' notices.

ARTICLE VII

HOLIDAYS AND VACATIONS

SECTION 1.

Holidays shall be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and one flexible or floating day off, provided at a least a week's notice thereof is given to the Cooperative and the Cooperative agrees thereto. The Cooperative shall not unreasonable withhold its consent to such day off. If any of these holidays fall on Saturday it shall be observed on the preceding Friday, unless mutually agreed on another date. If any of these holidays fall on Sunday the following Monday, or the day publicly observed shall be considered the holiday. Each employee shall receive eight (8) hours' straight pay for the day observed as the holiday. Time worked on a holiday shall be paid for at time and one-half for all time worked within the normal daily schedule of working hours. Hours worked on a holiday outside normal daily schedule shall be paid for at time (2) times the regular rate of pay.

SECTION 2.

The Employer will grant vacations with pay to each regular employee as follows:

- (a) One (1) working day vacation per month after six months of continuous service through ten (10) years of continuous service. (12 days per year)
- (b) One and one-half (1½) working days vacation per month after (10) years' continuous service through twenty (20) years' continuous service. (18 days per year)
- (c) Two (2) working days vacation per month after twenty (20) years' continuous service. (24 days per year)

It is further provided, however, that no employee employed at the date of signing of this agreement shall lose any vacation time already earned under policies existing prior to the signing of the agreement.

SECTION 3.

Annual vacation allowances accrued, but not taken will be paid on a prorated basis to all employees, represented through this agreement, who are laid off, or who resign after due and timely notice, or upon retirement. If an employee working under the terms of this agreement dies, her beneficiary will receive her accumulated pay.

SECTION 4.

If an employee's scheduled vacation is postponed or curtailed at the request of the Cooperative management, the employee may accept straight time vacation pay plus straight time pay for each vacation hour worked, or choose another vacation period at his/her option, provided it falls within the time period for which that specific vacation is earned. No more than a total of one (1) year of vacation days may be carried over from one (1) year to another.

SECTION 5.

Vacation leaves for employees, represented in this agreement, shall be scheduled according to seniority, the senior employee having first choice and so on down the line. As soon as possible after January first of each year, each employee will complete a vacation request form indicating first, second, and third choice of vacation period and the Employer will respect the wishes of the employees as to time of vacation insofar as the needs of service requirements will permit.

ARTICLE VIII

SICK LEAVE

SECTION 1.

Sick leave credit shall accumulate for all regular employees at the rate of one (1) day for each month of continuous employment, after the original six (6) month probationary period. Such sick leave as is granted by this contract shall be added to any accumulated sick leave any employee may now have to his/her credit. Six (6) of the twelve (12) days of sick leave accumulated each year may be used for immediate family (parents, step-parents, spouse, children, step-children) sick leave. No accumulation of immediate family sick leave can be carried over from year to year. Such sick leave shall be noted on the employee's time sheet. No more than six (6) days shall be used in a calendar year. Absences because of doctor or dentist appointments shall be considered as sick leave, and shall be four (4) unless the doctor or dentist certifies that more than four (4) hours were required, in which event sick leave will be granted from the actual time certified by the doctor or dentist. The employee's supervisor shall be notified at the time the appointment is made or before taking leave, no later than the end of the preceding workday. Sick leave pay at regular time rates will be paid from first day of illness until doctor certifies employee is ready to resume full-time responsibilities at his/her regular job assignment, or until all sick leave credits have been used, whichever comes first. A doctor certificate may be required by the Cooperative management to determine a bonafide illness.

- (a) Cash value of sick leave days accumulated up to April 9, 1984, will be frozen at present cash value as maximum that employee can receive upon retirement. If an employee should have an illness that would require sick leave pay for sick leave days earned during total years of employment, only the remaining days up to set maximum cash amount will be paid at going hourly rate being paid employee at the time of retirement.
- (b) All payment covering Section 1 (a) shall be made on a monthly basis unless otherwise agreed by employee and employer.
- (c) Upon retirement (as defined by NRECA) and upon leaving the employ of the Cooperative, the Cooperative shall pay to such employee a sum equal to thirty-five dollars (\$35.00) per day for each day of accumulated unused sick leave. However, in no case, shall this sum exceed thirty-five hundred dollars (\$3,500.00).

- (d) Upon accidental on-the-job death of an employee, the Cooperative shall pay to such decedent's spouse, if any, a sum equal to thirty-five dollars (\$35.00) per day for each day accumulated sick leave. However, in no case, shall this sum exceed thirty-five hundred dollars (\$3,500.00).

SECTION 2.

- (a) The employer agrees that employees requiring immediate medical attention during a work day due to injury or illness on the job shall be allowed to visit a medical doctor or dentist on the day the injury is received without loss of time thereby.
- (b) The employer will provide at its cost or pay up to \$75.00 annually toward a complete physical examination, to an accredited medical doctor, for each employee covered by this agreement. The Employer recommends, but does not require an annual physical examination.

SECTION 3.

In the case of an accident where an employee claims worker's compensation, the Cooperative will file all appropriate forms with the insurance carrier. If the accident is determined to be compensable, the employee will receive his worker's compensation pay from the insurance carrier plus all benefits offered by the Cooperative as long as he/she is on worker's compensation. This would include vacation, sick leave, seniority, and medical benefits up to the maximum limits allowable.

If the injured employee is unable to return to work after five weeks (25 working days), the Cooperative will supplement the worker's compensation one dollar (\$1.00) per hour of regular work time beginning the first day of the sixth week and continue this supplement through the next fifteen (15) weeks.

Should the employee be released by the attending physician for light duty work, the Cooperative will provide such light duty work with the stipulation that the employee can perform such tasks adequately until he/she is deemed fit to return to their regular job.

If the worker's compensation claim is denied by the insurance carrier, then the employee can exercise only his sick leave benefits as specified in Section 8 above. If the employee feels that the claim denial by the insurance carrier was unjustified, he/she may appeal their claim to the Virginia Workers' Compensation Commission.

ARTICLE IX

JURY DUTY, ELECTION LEAVE AND FUNERAL LEAVE

SECTION 1.

The Company will pay an employee serving on Jury Duty straight time earnings for the time which such service forces him/her to lose from his/her regularly scheduled hours of work

SECTION 2.

The Employer expects its employees to be qualified voters and grants leave with pay, up to one hour if necessary, to go to the local polls to vote in any municipal, school, county, state or national election.

SECTION 3.

In the event of death of the father, mother, brother, sister, husband, wife, child, grandparent, grandchild, father-in-law, or mother-in-law of an employee, the employee shall receive upon request up to a maximum of three (3) scheduled work days off without loss in straight time pay during the period beginning with the day after the death.

ARTICLE X

LEAVES OF ABSENCE

SECTION 1.

The competitive nature of the Employer's business requires that employees must be available for work at all times in order to meet service schedules.

Therefore, leaves of absence shall be considered as follows:

1. In order to be eligible for leave of absence, an employee must have completed six (6) months' continuous service with the Employer.
2. Any employee desiring a leave of absence will file a request with their supervisor in writing on a form provided by the Employer, stating the reason for the leave and the length of time the employee expects to be absent. Provided a leave of absence is

approved, written permission will be received from the Union and the Employer.

3. Requests for leaves due to medical reasons must be supported by findings made by a qualified physician regarding the reason for the leave and anticipated return date. Such leaves shall be limited to a maximum of six (6) weeks. Should an extension be requested, the Employer reserves the right to have employee examined by a doctor of its choice at its expense. If disagreement exists between employee's doctor and Employer's doctor, then the Union and Employer would mutually choose a third doctor to review the case, splitting the expense thereof. Opinion of third doctor would be accepted as final by employee, Union and Employer.
4. Pregnancy shall be considered the same as any other medical reasons for leave of absence purposes.
 - (a) The employee shall present a written statement from her attending physician certifying (1) that a pregnancy exists and (2) the last date on which the employee can safely work. Such written statement shall be submitted to the immediate supervisor within a reasonable time after the pregnancy is known, but not later than the end of the sixth (6th) month of pregnancy. It is expected that the employee will work to the date certified above and no employee will be allowed to work beyond the date certified by her physician as the last date on which the employee can safely work.
 - (b) Following childbirth, the employee shall submit to the immediate supervisor a written statement from her physician certifying the earliest date that the employee can return to work. Benefits under this Article shall cease on the return to work date certified by the employee's physician.
5. An employee who enlists or enters the Armed Forces of the United States or any of its auxiliaries (National Guard, Army, Navy, or Air Force Reserve) pursuant to the provisions of the Universal Military Training Act of 1967, as amended, shall be granted all rights and privileges provided by the Act.
6. Any employee who has been granted a leave of absence and who engages in any other gainful employment while on such a leave shall be terminated by the employer.
7. Any employee who is found to have obtained a leave of absence by misrepresenting the facts shall be subject to immediate discharge by the Employer.
8. All leaves of absence are subject to approval by the employer.

SECTION 3.

The employer will provide space for installation of a Bulletin Board by the Union using space in the affected employee's place of assembly for the purpose of posting notices of official Union business.

SECTION 4.

THE CRAIG-BOTETOURT ELECTRIC COOPERATIVE agrees to take from the earnings of each employee, in the bargaining unit authorizing it in writing to do so, the Union dues of such employee, which money THE CRAIG-BOTETOURT COOP. shall turn over to the Financial Secretary of said Local Union.

ARTICLE XIII

WORKING CONDITIONS

The Employer will furnish transportation and pay for all time away from the work place when an employee is required to leave the work place on company business, including daily routine business.

All employees who handle cash transactions must be bonded by the employer with a bonding company licensed to do business in Virginia. In case of any discrepancies involving cash transactions, the bonding company will be notified after the employer has exhausted all reasonable efforts to discover the error or shortage; provided that this shall not limit the right of the employer to otherwise discipline employees in this regard, subject to the right of any aggrieved employee to use the grievance procedure.