

AGREEMENT

This Agreement is entered into by and between ROCHESTER TELEPHONE COMPANY, INC. (“the Company”) and LOCAL UNION NO. 723, as successor to LOCAL UNION NO. 1321, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO (“the Union”). Employees of the Company covered by this Agreement may be hereinafter referred to as “employees”, which term shall include either sex; the Company and the Union may jointly be referred to hereinafter as “the parties.”

WITNESSETH: The Company and the Union have a common and sympathetic interest in the communications industry, therefore, a working system and harmonious relations are necessary to maintain and improve the relationship between the Company and the Union and the general public so that all will benefit by continuous peace and by amicable adjustment of any differences by rational common-sense methods. Progress in the industry demands mutual confidence between the Company and the Union, their employees and members, respectively. To these ends, the parties have entered into this Agreement and agree with each others as follows:

The union represents to the Company that Local Union 1321 has been merged or amalgamated into Local Union No. 723 of the said International Brotherhood of Electrical Workers, and requests that Local Union No. 723 be recognized as the successor bargaining agent for the bargaining unit covered by the prior collective bargaining agreement between the parties. The Company accordingly agrees to, and does, recognize said Local Union No. 723 as such successor bargaining agent. Wherever reference to “Local Union No. 1321” appears in the prior agreement referred to above, the agreement shall be considered amended to substitute “Local Union No. 723” as the bargaining agent.

ARTICLE I

Period of Agreement

- 1.01 “This Agreement shall be effective as of January 1, 2020 for a period of 60 months up to and including December 31, 2024.
- 1.02 “This Agreement shall remain in full force and effect until the expiration of the original term of this Agreement (11:59 P.M. December 31, 2024) and from year to year thereafter, unless written notice is given by either party hereto to the other, on or before sixty (60) days prior to the termination of said original term of this Agreement or any subsequent anniversary dates thereafter, requesting that this Agreement be amended or canceled. If amendment is desired, it shall be contained in such notice. It is agreed, however, that changes mutually agreeable to the parties may be made at any time.”

ARTICLE II
Recognition - Collection of Union Dues

- 2.01 Pursuant to certification of the Union by the National Labor Relations Board on March 5, 1951, (Case No. 13-RC-1776) the Company recognizes the Union as the sole bargaining representative of all Plant Department employees, including regular part-time employees of the Company in said department on all matters relating to wages, rate of pay, hours and other conditions of employment.
- 2.02 This Agreement covers employees of the Company as indicated in Section 2.01 of this article and all work usually performed by such employees
- 2.03 If an employee chooses to join the union and sign the union membership/voluntary checkoff authorization card, the Company shall make collection of Union dues through payroll deduction upon an order in writing, signed by the employee, and shall pay monthly to the designated representative of the Union the total amount thus deducted from all employees. Authorizations by employees for such deduction shall be on the form, a sample of which is attached to this Agreement as Exhibit B. All deductions shall be made from the wages paid to employees in the first payroll period in the current month. The Union shall indemnify the Company against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with the provisions of the Article, or in reliance upon any list, notice, or assignment furnished under the provisions of this Article.
- 2.04 In the event that the Right to Work Law is repealed section 2 of this agreement (above) shall be restored to the language of the agreement dating 2013-2016.
- 2.06 Cancellation by an employee of such written authorization for payroll deduction shall be in writing signed by such employee; and, upon receipt thereof, the Company shall honor any such cancellation. An employee's authorization shall be deemed automatically canceled if the employee leaves the employ of the Company or is transferred or promoted, out of the bargaining unit.
- 2.07 Deductions of dues shall be suspended during the period of an employee's leave of absence. No dues shall be deducted when sufficient pay is not available. The Company agrees in the event of inability or failure to make an authorized deduction in any month, to make such deduction during the following month. Under no circumstances, however, will deductions be made for more than one month's dues in arrears.
- 2.08 Each month the Company will furnish the authorized representatives of the Union with a list of all employees for whom payroll deduction has been made, showing

the amount of each such deduction, a list of names of employees canceling their dues, and a list of names of those who had insufficient pay and for whom no dues were deducted. The list will also show name changes of female employees, new employees hired, and employees who have left the service of the Company. It is understood that the Company will not be liable or assume any responsibility except to deduct and forward such deductions to the Financial Secretary of the Union. The Union shall notify the Company in a timely manner of any additions to or deletions from the list of employees subject to payroll deduction. The Union shall indemnify the Company for any and all liability resulting from the Company making improper deductions from the wages of any employee in reliance upon information provided the Union, or the Union's failure to provide timely updates to the list of employees subject to payroll deduction.

A Union representative will be given sufficient time to discuss Union membership with all new hires.

ARTICLE III Company - Union Responsibility

- 3.01 The management of the Company's operation and direction of the working forces, including but not limited to the right without negotiating with the Union to: hire, employ, discipline, suspend, discharge for cause, layoff employees, decide the method and schedule of operations and tours of duty; and the right to make such reasonable rules and regulations in connection with its operations and the conduct of duties of its employees as are deemed advisable, shall be rested exclusively in the Company, subject only to such limitations expressly set forth in this Agreement. The Company will not use prerogatives for the purpose of discrimination and all employees will be treated with equal fairness and justice.
- 3.02 The Company and the Union mutually agree to cooperate with each other in establishing and maintaining harmonious relations among all employees of the Company.
- 3.03 It is expressly understood and agreed that the services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a public utility and to the welfare of the public dependent thereon, and in consideration thereof, and of the agreements and conditions herein by the Company to be kept and performed the Brotherhood and the Union agree that the employees so covered will not be called upon or given permission to cease or abstain from the continuous performance of their duties pertaining to the positions held by them under the Company in accord with the terms of this Agreement; and the Company in its part agrees to do nothing to provoke interruption of or prevent such continuity of performance of said employees insofar as such performance is required in the normal and usual operation of the Company's property; and that

any differences which may arise between the parties shall be settled in the manner hereafter provided.

- 3.04 Neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, disability, national origin, veteran status, or any other legally-protected characteristic or status.

ARTICLE IV

Employment - Discipline - Discharge

- 4.01 The right, in accordance with the provisions of this Agreement, to employ, discipline, and discharge employees is reserved by and vested in the management of the Company. The Company shall have the right to exercise discipline in the interest of good service and the proper conduct of its business. It is agreed, however, that promotion, demotion, layoff and recall of employees from layoff, shall be governed by seniority provisions set forth hereinafter.
- 4.02 In the matter of discharge or discipline by suspension, if after investigation or after determination through grievance procedure as set forth in Article V hereof, the action taken in the case is not sustained, the employee's record shall be cleared of any charges which may have been presented, and he shall be reinstated to his regular position and shall be compensated in such amount as he would be entitled had such action not been taken. No discipline by suspension shall be administered to an employee which shall permanently impair his seniority standing or other rights.

ARTICLE V

Method of Grievance and Arbitration

- 5.01 The Company and the Union agree to meet and discuss with each other, through their duly accredited officers and committees, any question of interpretation or application of any of the provision of this Agreement, which may arise during its term, relating to hours, wages and other definite conditions of employment by an employee or group of employees for whom the Union is the bargaining agent, involving the interpretation or application of any of the provisions of this Agreement, or a complaint that an employee has in any manner been unfairly treated by the Company, or that the health and safety of the employee(s) has been jeopardized. Should an employee have a grievance, which is defined as an alleged breach of any provision of this Agreement, he shall take the matter up with the steward of his department, who shall then take the matter up with the employee's immediate superior for settlement. In the event a satisfactory settlement is not reached within five (5) working days the matter shall be reduced to writing and signed by the employee and referred to the Business Manager of the Union or his designated representative who shall take the matter up with the President of the Company. Either party may be accompanied by other

representatives upon specific request for such representative. Nothing contained in this Agreement shall deprive any individual employee of the right to discuss with the Company matters in his own interest. However, if such matter presented by an employee involves a question of interpretation of application of this Agreement, which may establish a precedent, or a question involving a matter appropriate for collective bargaining, the Union and the company Representative shall be notified immediately. The President shall within five (5) working days arrange a meeting with the Union representative for discussion of the grievance. The time period specified above may be extended by mutual consent. No grievance shall be eligible for handling here under unless proceedings to that end shall be begun within ten (10) working days after the event out of which such grievance shall have arisen. The President shall respond in writing to the grievance within ten (10) working days of the meeting. In case of failure to fully agree, any matter remaining in dispute shall be submitted to arbitration at the request of either party pursuant to Section 5.02 of this article.

- 5.02 Either party may submit the dispute to arbitration by delivering a written request to arbitrate upon the other party within fourteen (14) working days following the date of the President's answer pursuant to Section 5.01. The party requesting arbitration shall also request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, from which the parties shall select an arbitrator either by agreement or by alternate striking of names. Either party may reject one panel and request a new panel from F.M.C.S. Any party rejecting a panel shall bear the cost of a new panel and shall make the request for the new panel within two (2) working days of notifying the other party of its decision to reject the panel. The conduct of the hearings and other procedures having to do with arbitration of the dispute shall follow the procedures then in effect under the voluntary labor arbitration rules of the F.M.C.S.

The arbitrator shall have no authority or jurisdiction to add to, detract from, or alter the terms and conditions of the agreement. The decision of the arbitrator, within the limits herein prescribed, shall be final and binding on both parties to the dispute. The fees and expenses of the arbitrator shall be borne equally by the Company and the Union. No other joint expense shall be incurred except by mutual written agreement of the parties.

ARTICLE VI Seniority

- 6.01 Seniority as used herein is defined as the right accruing to employees through length of continuous service with the Company, which entitles them to certain preferences provided for in this Agreement. Such seniority shall be based on the employee's continuous service with the Company in any capacity.
- 6.02 All new employees shall be hired on a probationary basis for a period of ninety (90) calendar days of employment. During the probationary period, probationary

employees shall have no seniority, shall not be entitled to any benefits under the Agreement (unless otherwise specifically provided herein), and may be terminated at the discretion of the Company. The termination of a probationary employee shall not be subject to the grievance and arbitration procedure. If an employee is continued in employment after completing the probationary period, he/she shall be given seniority credit from the first date of employment or re-employment, whichever is later. Probationary employees whose employment is interrupted by absence for any reason shall have their probationary period extended by the number of days he/she was absent during the probationary period.

6.03 Seniority of an employee shall be terminated under the following conditions, and when so terminated, such employee shall be considered for all purposes, except wages, a new employee when and if re-employed.

- (a) Voluntary termination of employment.
- (b) Discharge for cause.
- (c) Absence from work for more than three (3) regularly scheduled working days without notifying his immediate superior unless good reason for failure to so notify is shown.
- (d) Failure to report for work when on layoff within ten (10) days of notification to so report, unless good reason for not reporting is shown.
- (e) Failure to report for work on the expiration of an authorized leave of absence as provided for in Article VII, hereof.
- (f) An employee on layoff shall accumulate seniority for the period of their recall rights which is one year.

6.04 The Company shall prepare up-to-date seniority lists, approved by the Union, and posted in places accessible to the employees. Such lists shall show the employee's name and the latest date of employment with the Company. A copy of such lists shall be furnished the Union's local representative at intervals of not less than one (1) year. In addition, the Company shall furnish to such representatives any changes to such lists in order that they may retain such revision as to keep them current.

6.05 In the event a reduction of force becomes necessary, all probationary employees as provided for in Section 6.02 of this Article shall first be laid off. If a further reduction of force becomes necessary, employees with the least seniority in the job title in which the company determines to reduce headcount shall next be laid off. Any employee displaced pursuant to this Section may accept the layoff, or immediately bump the least seniority employee in any job title that the employee is sufficiently qualified to hold, provided that the bumping employee has greater overall seniority than the bumped employee. If the displaced employee is not sufficiently qualified to hold any such position, he/she shall be laid off.

An employee who is not sufficiently qualified to bump into a position solely because the employee does not hold a current CDL will accept the layoff but may exercise bumping rights pursuant to the previous paragraph within 90 days of the date of layoff if he/she attains a CDL

- 6.06 When increase in work after layoff makes it advisable to recall employees, employees shall be recalled to available positions in any job title for which the employee is sufficiently qualified in the reverse order in which they were laid off. No probationary employees shall be hired or recalled until all employees (who are sufficiently qualified to hold an available position in any job title and have established seniority) have first been recalled.

- 6.07 When a higher rated position becomes available the Company shall post the availability of such position on the bulletin boards for a period of five (5) scheduled working days, during which time the Company may temporarily fill said position at its discretion. The factors, which may be considered in the selection of an employee for promotion, will be the employee's qualifications, capabilities, and the length of his continuous service with the Company. The Company may require certain certifications for positions based on the needs of those positions when considering candidates for promotion from one job class to another. These certifications would be identified in cooperation with the current Service and Network Technicians and will be included as an addendum to this agreement. When two or more employees have sufficient qualifications for the position, seniority will prevail in the selection to be made by the Company. The Company shall be the judge of the qualifications for the position. However, if in any case the Union disagrees with the Company's judgment of the qualifications, the Company will review its decision with the Business Manager of the Union and the local grievance committee, provided however, that the Company's subsequent decision as to the qualifications shall in every case be final. If no sufficiently qualified employee applies for said position within said period, the Company may fill said position at its discretion.

- 6.08 When an employee is promoted to a higher rated position, such promotion is understood to be on a trial basis for a period not to exceed ninety (90) days. If a newly-promoted employee chooses to leave the position within ninety (90) days, or is disqualified by the Company within (90) days, he/she will return to the position previously held.

ARTICLE VII Leave of Absence

- 7.01 Any employee covered by this Agreement, upon 10 days prior written application to the Company and the Union, shall be granted a leave of absence for a period

not to exceed 30 days, provided good cause for such leave is given and the Company's situation as to available qualified personnel is such as to enable it to maintain and protect its service standards during the leave period applied for. Seniority shall continue to accumulate during such leave of absence.

- 7.02 The 10 days prior notice requirement shall be waived in cases of emergency. Such leave may, with good cause and with a continuation of the Company's ability to maintain its service standards, be extended for additions of periods of 90 days upon written application made seven days prior to the end of the initial leave or any extension thereof.
- 7.03 It is further provided that any employee accepting other employment during such leave shall deemed to have terminated his or her employment with the Company.
- 7.04 In cases of a Company service standards emergency, the factor related above concerning the Company's position as to its service protection shall be effectively waived. Return to work shall be accomplished within 30 days following a request to return to work.
- 7.05 An employee who is subpoenaed to serve as a juror or as a witness in any judicial proceeding (other than a criminal action in which the employee is defendant) shall be paid the difference between his or her normal earnings and the fee received under the subpoena.
- 7.06 The Company will provide military leave in accordance with all applicable military leave laws.

ARTICLE VIII Disability, Insurance and Other Benefits

- 8.01 All employees of the Company, with the exception of employees in part-time classification and those with less than 30 days service, are eligible for and shall receive life insurance benefits in the form of group life insurance, premiums upon which are wholly paid by the Company. The principal amount of the life insurance carried in behalf of employees is equal to the employee's annual salary at the employee's basic rate (rounded to the next nearest thousand dollars.)
- 8.02 Group hospitalization, medical insurance and dental insurance benefits will be furnished to all active employees (including dependents) with thirty (30) days or more service. During the term of this agreement the Company will offer insurance to bargaining unit employees and dependents under the NECA/IBEW Family Medical Care Plan (NIFMCP) Plan 16(including Vision). The details of the insurance plan shall be set forth in a separate publication. During the term of this Agreement the Company will pay 100% of the premium for employees. In 2020, employees will pay 30% of the premium for Children and Spouse coverage,

and the company will pay 70%. In 2021, employees will pay 35% of the premium for Children and Spouse coverage, and the Company will pay 65%. In 2022, employees will pay 40% of the premium for Children and Spouse coverage, and the Company will pay 60%. In 2023, employees will pay 45% of the premium for Children and Spouse coverage, and the Company will pay 55%. In 2024, employees will pay 50% of the premium for Children and Spouse coverage, and the Company will pay 50%. In addition, employees will pay 100% of dependent portions of premium increases in excess of 5% each year. The company will deposit an amount equivalent to \$1/hour(based on 2080 regular hours or \$2,080 per year) to active bargaining unit employees into the Individual Special Fund Account provided for in the NIFMCP SPD.

- 8.03 Sickness and Disability benefits will be provided by the Company to all full-time employees with 30 days or more of service. The coverage will begin on the first day of absence following an accident and the eighth day of absence as a result of sickness. The insurance will provide for coverage of 2/3 of basic wages per week for a maximum period of 26 weeks.
- 8.04 All active full-time employees shall be entitled to seven (7) paid personal days per calendar year.
- 8.05 An employee may elect to be compensated at his/her regular rate for any unused paid personal days.
- 8.06 Active employees with four (4) years or more seniority shall be allowed to accumulate 10 days of paid personal days. Employees must give reasonable notice of the use of accumulated paid personal days.
- 8.07 In cases of physical disability to work resulting from compensable accidental injuries while on the job, the Company will augment the payments received through Workman's Compensation in the following manner:
 - (a) The employee will be paid, by the Company, an amount equal to the Workman's Compensation benefit plus fifty percent (50%) of the difference between the employee's normal straight time earnings and the weekly Workman's Compensation benefit for the first seven days of injury.
 - (b) Should the employee remain disabled beyond seven days the employee will receive Workman's Compensation determined by the State of Indiana beginning on the eighth day and will be paid by the Company an additional sum equal to fifty percent (50%) of the difference between the employee's normal straight time earnings and the weekly Workman's Compensation benefit.

- (c) If the disability continues for more than 21 days, the employee shall reimburse the Company for any amount received in Workman's Compensation benefits for the first seven days disability.
- 8.08 The Company shall reserve the right to re-classify the employee to any other position in cases of excessive sick leave or where there is a reasonable question that the employee's health would endanger the employee or others.
- 8.09 If any employee is absent from scheduled duties because of death in the immediate family, straight time pay shall be made for not to exceed three (3) days scheduled time, from the time of death. "Immediate family" is interpreted to mean employee's parents, grandparents, brothers, sisters, husband, wife, children, mother-in-law and father-in-law or any other relative living in the same house with the employee. A death in the immediate family shall not serve to shorten an employee's vacation or holiday leave.
- 8.10 Regular full-time employees shall be granted a concession equal to the full amount of the basic monthly rates for their respective grades of residence local exchange service and miscellaneous related exchange service charges for service in their name at their place of residence. Retired employees of the Company, retiree's spouses and spouses of deceased employee eligible for but not yet retired will receive a concession of Rochester Local Exchange Service or concession equal to the Rochester Local Exchange Service at their residence as long as the place of residence is the same as that in which they resided upon retirement or a Rochester Exchange location. If the spouse of a deceased retired employee remarries the concession rate will be suspended.
- 8.11 Layoff allowance will be paid to all regular employees laid off for lack of work. Layoff allowances shall be in the amount of 75% of one week's pay for each year of service up to a maximum of ten weeks pay at the 75% rate. The following benefits applicable to the employee while actively employed will remain in force during the period of layoff allowance payments: Health Care Plan, Plan of Dental Assistance, Life Insurance and Telephone Concession. At the expiration of layoff allowance payments, the following benefits will revert at the employee's option to fully employee-paid on the first day of the month following payment expiration: Health Care Plan, Plan of Dental Assistance and Insurance. Layoff allowance shall be accrued each July 1. Layoff allowance payments will be made on the regular payroll periods during the time of layoff until the eligible weeks of payment have been exhausted or the employee returns to active work. Layoff allowance for subsequent layoffs will be paid based upon the number of weeks of unused layoff allowance from the prior layoff(s) within the 12 month period prior to July 1. If the employee returns to or continues at work after July 1 of each calendar year, the employee shall have re-accrued in full layoff allowance for subsequent layoffs. Employees on layoff as of the accrual date (July 1) will continue to receive layoff allowance until the number of weeks of layoff

allowance in effect at the time of layoff has been exhausted or until the employee returns to active work. No re-accrual of layoff allowance may occur if the employee does not return to active work. The employee's basic weekly wage rate shall be used in computing layoff allowance. The layoff allowance shall be over and above those amounts actually earned by the employee and also will be in addition to any payment for vacation and personal days for which the employee is eligible at the time of the final layoff allowance. Earned vacation and/or unused personal days, if not taken by December 31, will be paid to the laid-off employee. Payments for vacation accrual of the following year will be paid following receipt of the final installment of layoff allowance. The Company will make available an optional severance allowance to employees being laid off. The Company maintains the right to identify the number of employees affected for severance allowance eligibility. To elect such option, an employee must select to terminate employment with the Company rather than be placed on layoff. The basis for payment shall be a formula of 100% of one week's pay, multiplied by the number of years of service up to a maximum of ten years, multiplied by 1.5. Severance pay shall be paid in a lump sum at the next regular payday following layoff. The severance allowance shall be over and above those amounts actually earned by the employee and also will be in addition to any payments for vacation and/or personal days to which the employee is eligible at the time of separation. Employees who elect to receive benefits under the Retirement Plan cannot receive benefits as provided in this Article. The Company will post a notice of pending layoff(s) at least two weeks prior to the layoff. Employees interested in exercising their severance allowance rights should notify the Company within 14 days of the notice announcing layoffs.

- 8.12 During the term of this Agreement, the Company agrees to provide a retirement plan outlined in a separate publication. A copy of the separate publication will be made available to all employees covered by the plan.
- 8.13 During the first month of each year, the Company will hold a meeting with all employees for the purpose of assisting employees updating their handbooks with current benefits information and for explaining any changes in benefits options.

ARTICLE IX Holiday Pay

- 9.01 Holidays recognized under the terms of this Agreement shall be New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, or days celebrated as such. All employees who have established seniority shall be paid eight (8) hour's pay at straight-time rates for each full holiday observed here under. Should an employee be required to work on any such designated holiday, payment for such time shall be two times the employee's regular basic rate of pay,

which shall be in addition to the holiday pay. This Holiday pay is for the actual Holiday. In addition, all employees will be given one 1 floating holiday that they may schedule to take when they chose to do so. Floating Holidays do not qualify for Holiday pay.

ARTICLE X
Vacations

10.01 Employees (hired prior to 11/30/2011) covered by this Agreement shall be entitled to paid vacation periods in accordance with the rules and schedules set forth in the following subsections of this article:

- (a) Employees who have been in the continuous service of the Company twelve (12) months shall be entitled to one (1) weeks (40 hours) vacation pay at their basic rate of service.
- (b) Employees who have been in the continuous service of the Company twenty-four (24) or more months shall be entitled to two (2) weeks (80 hours) vacation with pay at their basic hourly rate of pay.
- (c) Employees who have been in the continuous service of the Company for seven (7) years or more shall be entitled to three (3) weeks (120 hours) vacation with pay at their basic rate of pay.
- (d) Employees who have been in the continuous service of the Company for fifteen (15) years or more shall be entitled to four (4) weeks (160 hours) vacation at their basic hourly rate of pay. Two weeks only to be taken concurrently.
- (e) Employees who have been in the continuous service of the Company for twenty-four (24) years or more shall be entitled to five (5) weeks (200 hours) vacation at their basic hourly rate of pay. Two weeks only to be taken concurrently.
- (f) Vacation time shall not be permitted to accumulate from year to year; neither shall an employee waive the vacation period to which he is entitled.
- (g) When a holiday recognized in Article IX hereof, falls within an eligible employee's vacation period, the employee shall be paid for such holiday as provided in said article.
- (h) Payment for part-time employee's vacation time shall be calculated by the average hours worked per week during the twelve (12) months prior to such employee's vacation period.
- (i) On or before January 15th of each year, the Company will consult with all employees who will be entitled to vacation periods, and from such consultations the Company will establish a working schedule for such periods and in so doing will respect the wishes of the senior employees as to the time of their vacation insofar as the needs of service permit.

- (j) Absence under Section 7.01 of this Agreement during the preceding calendar year shall reduce the amount of vacation to which an employee is entitled during the current year according to following table:

More than 4 weeks, not more than 8.	1 day
More than 8 weeks, not more than 12.	2 days
More than 12 weeks, not more than 16.	3 days
More than 16 weeks, not more than 20.	4 days
More than 20 weeks, not more than 24.	5 days
More than 24 weeks, not more than 28.	10 days
More than 28 weeks,	15 days

Employees (hired after 11/30/2011) covered by this Agreement shall be entitled to paid vacation periods in accordance with the rules and schedules set forth in the following subsections of this article:

- (a) Employees who have been in the continuous service of the Company twelve (12) months shall be entitled to one (1) weeks (40 hours) vacation pay at their basic rate of service.
- (b) Employees who have been in the continuous service of the Company twenty-four (24) or more months shall be entitled to two (2) weeks (80 hours) vacation with pay at their basic hourly rate of pay.
- (c) Employees who have been in the continuous service of the Company for seven (7) years or more shall be entitled to three (3) weeks (120 hours) vacation with pay at their basic rate of pay.
- (d) Employees who have been in the continuous service of the Company for fifteen (15) years or more shall be entitled to four (4) weeks (160 hours) vacation at their basic hourly rate of pay. Two weeks only to be taken concurrently.
- (e) Employees may take an additional week of vacation in lieu of pay in order to bridge to the next service level. The intent to do so should be declared at the beginning of the year.
- (f) Vacation time shall not be permitted to accumulate from year to year; neither shall an employee waive the vacation period to which he is entitled.
- (g) When a holiday recognized in Article IX hereof, falls within an eligible employee's vacation period, the employee shall be paid for such holiday as provided in said article.
- (h) On or before January 15th of each year, the Company will consult with all employees who will be entitled to vacation periods, and from such consultations the Company will establish a working schedule for such periods and in so doing will respect the wishes of the senior employees as to the time of their vacation insofar as the needs of service permit.
- (i) Absence under Section 7.01 of this Agreement during the

preceding calendar year shall reduce the amount of vacation to which an employee is entitled during the current year according to following table:

More than 4 weeks, not more than 8.	1 day
More than 8 weeks, not more than 12.	2 days
More than 12 weeks, not more than 16.	3 days
More than 16 weeks, not more than 20.	4 days
More than 20 weeks, not more than 24.	5 days
More than 24 weeks, not more than 28.	10 days
More than 28 weeks,	15 days

ARTICLE XI
Working Conditions and Wage Rates

11.01 Eight (8) hours shall constitute a regular workday, scheduled between the hours of 7 a.m. and 6 p.m., with one (1) hour intermission for lunch each day, and five (5) consecutive days, Monday through Friday, shall constitute a regular week’s work. By mutual consent of the employees and Company one-half (1/2) hour lunch break may be taken.

On a rotating voluntary basis, the Company would like to make available the scheduled option for a four (4) day work week, that would be considered a regular work week, that would run from Monday thru Thursday for an employee in each job classification. This would be accomplished by working 8 a.m. to 7 p.m. Monday thru Thursday.

11.02 The regular work week shall start at 12:01 a.m. on Monday of each week.

11.03 All work performed in excess of regularly scheduled hours during the week and on Saturdays shall be paid for at the rate of one and one-half the employee’s regular rate of pay. All work performed on Sundays and on any of the recognized holidays set forth in Article IX hereof shall be paid for at double the employee’s straight time rate of pay, except those employees actually on standby duty, whose rates of pay are governed by the provisions of Section 11.04 below. If an employee requests and management approves, flex time that would otherwise result in the payment of overtime under this Section, the employee will not receive overtime pay for those hours. Any flextime request must be in writing. Employees who are trained in proper safety procedures for climbing towers or other structures which exceed normal working height requirements shall be paid at two times their straight time rate for all time spent performing such work.

11.04 The Company shall assign standby duty on a weekly basis by job classification. Standby duty will consist of an employee being available to perform work on weekdays after 5:00 p.m. until 8:00 a.m. and Saturday, Sunday and contractual holidays for the full twenty –four (24) hours. An employee assigned standby duty shall have such status for a seven (7) day period commencing Monday

morning at 7:00 a.m. a.m. and ending at 6:59 a.m. the following Monday. Trouble calls will be handled by the Service and Network Technicians and routed to Service Technicians on call as appropriate. Employees designated to be on standby will receive additional compensation of \$20.00 per day for Monday thru Friday, \$43.00 for Saturday, and \$60.00 for Sunday. Employees that are on standby status for a holiday will receive an additional flat rate of \$50 per holiday. Employee on standby beginning at 7:00 a.m. on the day of the contractual holiday will receive the \$ 50 per holiday pay. The assignment in the job classification shall start with the least senior employee in the job classification and end with the most senior employee in the job classification and when the job classification has been completely rotated the rotational process shall commence anew. If an employee cannot fulfill his/her standby obligation on an assigned week due to illness or unforeseen urgent circumstances the Employer will canvas the workgroup for a volunteer to take the week of standby. If there are no volunteers the least senior employee in the job classification may be assigned. No employee in the classification of Network & Service Technician will be required to be on standby more than one (1) week in each four (4) weeks except to cover for an employee's unforeseen illness or urgent personal circumstance. No employee in the classification of Service Technician will be required to be on standby more than one (1) week in each six (6) weeks, except to cover for an employee's unforeseen illness or urgent personal circumstance, or to cover for a position which is vacant for up to ninety (90) days. In addition to the flat compensation for being on standby status for the week, employees on standby status will be paid a minimum of two (2) hours when the work requires the employee to interrupt personal time to travel to a customer premises or Company facilities. When the problem is solved without the necessity of traveling to the premises or company facility, the employee will be paid a minimum of one (1) hour. An employee paid for either one (1) hour or two (2) hours pursuant to the preceding sentences, upon completion of the work requiring the pay, must check and respond to all calls coming in before the conclusion of the one (1) hour or two (2) hour period, as the case may be, and perform any work that can reasonably be performed before the conclusion of the paid period. Standby pay for services performed shall be paid at the appropriate overtime rate. It is expected that employees paid for standby will be available and will respond as quickly as possible to all calls. The intention would be for urgent calls to be responded to within 60 minutes. Non-urgent calls will be monitored by management and the Service and Network Technician on call will be notified in the event that immediate attention is needed. Otherwise, those non urgent calls will be handle the next business day. In the event they are called to perform any work on a Sunday or a contractual holiday, they shall be paid for a minimum of two (2) hours at double their straight time rate of pay in addition to their holiday pay.

A smart phone (and icard where needed) along with a data plan will be provided to Service Technicians and Network and Service Technicians. If the phone is upgraded from the company issued phone per the Company's plan, then the

premature replacement of that phone will be the employee's responsibility. Insurance should be carried by the employee for that circumstance.

- 11.05 In case of emergency breakdown of service and if an adequate number of sufficiently qualified employees in the bargaining unit are not available to perform the work in a timely manner, the Company may use the services of nonbargaining employees to perform work of a temporary nature to restore service.
- 11.06 Employees shall report at their designated starting times and the regular quitting time. When crews or parts of crews are required to work seven (7) miles or more from said headquarters, they shall, at the discretion of their superior, take the aforesaid lunch period at the most adjacent place to work site, in which event the Company shall pay for the employee's meal.
- 11.07 Employees, except those on standby duty, called back to work that requires travel to the office or a customer location, after having been released from their regular day's work, shall be paid a minimum of two (2) hours' pay at the applicable rate.
- 11.08 Employees, except in case of emergency shall not be laid off or required to perform work outdoors during inclement weather conditions, but may be assigned to such inside work as may be available.
- 11.09 Employees shall not be required to take time off during their regular working hours for overtime worked or to be worked.
- 11.10 Overtime work shall be distributed as equally as is practicable among employees capable of performing the work available.
- 11.11 Temporary employees may be employed at wage rates not less than the wage rates herein established for the classification of work performed. A temporary employee is defined as an employee hired for a period not to exceed five (5) months. Such employees shall have no bidding rights. Such employees shall receive wage credit and no benefits.
- 11.12 Wage rates for all job titles are included in Exhibit A - Wage Schedule. Following are job titles of employees who are covered by the Agreement:
 - Plant Clerk
 - Lineworker
 - Service Technician
 - Network & Service Technician
- 11.13 The company shall compute overtime based upon the employee's regular rate of pay.

- 11.14 The starting rate for all experienced personnel beginning employment with the Company, or re-employment as the case may be, shall be at the starting rate shown in the attached wage schedule Exhibit A. Progressing increase thereafter shall be determined by applying a “service credit” based upon previous experience in the application work classification. Reasonable proof of such experience shall be provided to the Company by the new employee within the first two (2) weeks of employment. Thereafter the employee’s rate of pay shall be determined by the foregoing wage schedule, which said “service credit” would entitle the employee. Service credits shall be computed as follows:
0 - 3 years service actual service; for year out of service thereafter, actual service less six (6) months for each year.
- 11.15 The Company will furnish, without cost to the employees, all tools necessary for the performance of their duties. Tools lost or stolen, except on Company premises or Company vehicles, will be replaced at the employee’s expense. Tools, which become broken or worn out, will be replaced by the Company upon presentation of the broken or worn out tools.
- 11.16 The Company will reimburse employees up to \$150 per year for employees to purchase necessary clothing for the performance of their duties. Reimbursements will be made based on employee providing receipts. Where the Company has an account, the employee may charge the expense directly to the Company. Where appropriate, clothing should be embroidered with the RTC logo as approved by the Company.

ARTICLE XII Safety and Health

- 12.01 The Company shall make such reasonable provisions for the safety and health of employees and shall provide protective devices, clothing and other equipment necessary to perform work in a professional, reasonable and safe manner in order to protect employees from injury.
- 12.02 The Commercial Driver’s License will be required for all Lineworker positions. New employees will have 90 days to receive certification. Employees in the Service Technician and Network & Service Technician classification who choose, may keep CDL certifications. Those employees (Service Technicians and Network & Service Technicians) will be paid at the end of the year a \$250.00 stipend for keeping the CDL certification for that calendar year. Service Technicians and/or Network & Service Technicians who choose to bid to Lineworker classifications but do not have CDL certificates will have 90 days to obtain certification. Costs of the CDL and renewal costs associated with the CDL will be paid by the employee if hired after 1/1/2014. If a current employee has let their CDL laps then the renewal and ongoing maintenance of that CDL will be at their expense.

ARTICLE XIII

General Provisions

- 13.01 Whenever notice is given under the terms of this Agreement, from either party to the other, it shall be in writing. Employees shall keep the Company informed of their correct address in case of notice to such employees; it shall be by registered mail. Such notices shall be sent to the last known address furnished to the Company by the employee and shall be deemed to have been given as of the date received for, if returned to the Company due to the employee having failed to keep the Company informed of correct address, the date such notice is returned.
- 13.02 The Union shall have the right to post notices of information to its members on Union Matters on bulletin boards provided by the Company for that purpose, with the approval of the management.
- 13.03 In the event that now or hereafter there is a Federal or State law, that may be construed by proper authority, or by mutual agreement, to be inconsistent or in conflict with any provision of this Agreement, said Law, Executive Order or Directive shall supersede such provision of this Agreement and from its effective date shall govern the right to the parties hereto, so long as such as operative.

EXHIBIT A

WAGE SCHEDULE

PLANT

<u>Years</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>
0 year (to 90 days)	\$16.28	\$18.50	\$18.78	\$19.06	\$19.35	\$19.64
91 days - 1 year	\$17.07	\$20.00	\$20.30	\$20.60	\$20.91	\$21.22
2 (13 - 24 months)	\$18.12	\$21.50	\$21.82	\$22.15	\$22.48	\$22.82
3 (25 - 36 months)	\$19.17	\$23.00	\$23.35	\$23.70	\$24.06	\$24.42
4 (37 - 48 months)	\$20.22	\$24.50	\$24.87	\$25.24	\$25.62	\$26.00
5 (49 - 60 months)	\$21.27	\$26.00	\$26.39	\$26.79	\$27.19	\$27.60
6 (61 - 72 months)	\$22.59	\$27.50	\$27.91	\$28.33	\$28.75	\$29.18
7 (73 - 84 months)	\$24.25	\$29.00	\$29.44	\$29.88	\$30.33	\$30.78
8 (85 - 96 months)	\$25.30	\$30.50	\$30.96	\$31.42	\$31.89	\$32.37
9 Years (97-108 months)		\$31.25	\$31.72	\$32.20	\$32.68	\$33.17
10 (109 months)	<i>Move</i>	<i>to</i>	<i>top</i>	<i>of</i>	<i>applicable</i>	<i>scale</i>
<u>TOP Scale -By Classification</u>		2.0%	2.0%	2.0%	2.0%	2.0%
Line Worker Top	\$31.04	\$31.66	\$32.29	\$32.94	\$33.60	\$34.27
Service Technician Top	\$33.02	\$33.68	\$34.35	\$35.04	\$35.74	\$36.45
Service & Network Technician	\$34.06	\$34.74	\$35.43	\$36.14	\$36.86	\$37.60

Line Worker Lead, Service Technician Lead, and Service & Network Tech Lead shall receive an additional 50 cents above classification rates.

<u>MONTHS</u>	<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>
---------------	-----------------	-----------------	-----------------	-----------------

CLERK

0 - 3	13.41	\$ 13.95	\$ 14.36	\$ 14.65
4 - 6	13.83	\$ 14.38	\$ 14.81	\$ 15.11
7 - 12	14.29	\$ 14.86	\$ 15.31	\$ 15.61
13 - 18	14.85	\$ 15.44	\$ 15.91	\$ 16.23
19 - 24	15.45	\$ 16.07	\$ 16.55	\$ 16.88
25 - 30	16.16	\$ 16.81	\$ 17.31	\$ 17.66
31 - 36	16.99	\$ 17.67	\$ 18.20	\$ 18.56
37 - 42	17.81	\$ 18.52	\$ 19.08	\$ 19.46
43 - 48*	18.93	\$ 19.69	\$ 20.28	\$ 20.68
49 - OVER	21.1	\$ 21.94	\$ 22.60	\$ 23.05

**Stop Rate for Line Worker*

Exhibit B

DUES DEDUCTION AUTHORIZATION

I hereby authorize and direct to deduct from my pay an amount equal to the dues and initiation fees in the amounts fixed in accordance with the Bylaws of Local Union and the Constitution of the International Brotherhood of Electrical Workers and to pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employer and the Union.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for the purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement, whichever occurs sooner, without regard to whether I am a member of the Union during that period, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union within the ten (10) day period prior to the anniversary of this authorization. I understand that under current law the payments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

Name (printed) Signature

Date Dept.

Form 66 Revised 12/04



FOR COMPANY FILE

EXHIBIT C

In witness of the above agreement, the parties have executed this Agreement
___day of January, 2020.

ROCHESTER TELEPHONE CO., INC.

By: _____
Joe McCarter, President

LOCAL UNION NO. 723, IBEW, AFL-CIO

By: _____
Corey Lehman, Business Manager

By: _____
Brad Thomas, Bargaining Representative

By: _____
Rick Newcomer, Bargaining Representative

By: _____
Seth Wilson, Bargaining Representative

By: _____
Ethan Bowyer, Bargaining Representative