#### <u>AGREEMENT</u>

THIS AGREEMENT, entered into this 1st day of November, **2016**, by and between the SOUTHEASTERN INDIANA RURAL TELEPHONE COOPERATIVE, INC., with commercial offices located at Dillsboro, Indiana 47018 (hereinafter referred to as the "Company"), and LOCAL UNION 723 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter referred to as the "Union"), WITNESS:

#### ARTICLE 1

#### <u>RECOGNITION</u>

1.1 The Company recognizes the Union (as certified in NLRB Cases No. 9-RC-14177 and No. 9-RC-13544) as the exclusive collective bargaining agent in all matters pertaining to wages, hours and other conditions of employment for all office employees and installer repairmen, including central office repairmen, employed by the Company at its Dillsboro, Indiana facility and San Jacinto, Indiana exchange office; but excluding all other employees, all confidential employees and all professional employees, guards and supervisors as defined in the NLRA. This Article merely recognizes the Union's status and shall not be construed as a guarantee to the employees of the right to perform certain work or to hold certain jobs.

#### ARTICLE 2

#### **UNION SECURITY & NEUTRALITY**

#### **EXCEPT WHERE PROHIBITED BY LAW THE FOLLOWING SHALL APPLY:**

- <u>2.1</u> It is agreed between the parties hereto that all present employees shall become members of the Union as a condition of employment hereunder on the thirty-first (31st) day after the execution of this Agreement. New employees shall make arrangements with the Union for membership herein on or immediately after thirty-one (31) days of employment. After becoming a Union member, the employee will continue such membership as a condition of employment under this Agreement.
- <u>2.2</u> In lieu of membership in the Union, the aforesaid obligation in 2.1 shall be satisfied by paying to the Union an amount equal to the regular membership and initiation fees.
- 2.3 The Company shall deduct each month from the first pay of each employee covered by this Agreement all dues and/or initiation fees of the Union or equivalent amounts and pay such amounts deducted to the Union, provided that the Union presents to the Company a proper authorization signed by the employee. An employee may revoke such authorization at any time by giving written notice to the Company. In the event that any monies are deducted pursuant to this wage authorization and an employee is terminated for any reason, the amounts so deducted shall be, nevertheless, remitted to the Union and there shall be no liability on the part of the Company to reimburse the employee for the amounts so deducted.

- 2.4 Any question, claim, demand, lawsuit or other forms of liability that may be raised by an employee covered by this Agreement regarding the amount and collection of any Union monies, including the equivalent amounts of monies collected from employees not members of the Union pursuant to Article 2.2 or any other matter relating to Union dues, fines, and other Union monies, shall be settled by the affected employee and the Union. The Union agrees to indemnify the Company and hold it harmless from any claim, demand, suit or any and all other liabilities, including reimbursement of attorneys' fees and other expenses incurred in the defense of any such claim, demand, suit or any and all other liabilities which may arise under this Article from the deduction of monies for Union dues and/or initiation fees, and/or equivalent amounts of monies deducted from employees not members of the Union.
- 2.5 NEUTRALITY: The Company hereby agrees to adopt a position of "neutrality" with respect to any organizing drive of the IBEW. The Company will neither help nor hinder the Union's campaign. However, neutrality does not preclude the Company from correcting factual misstatements made by the Union, from responding to employee attacks on the integrity or character of the Company, from responding to employee's inquiries about the union organizing campaigns or from engaging in normal employer-employee communications. Neutrality does not preclude the Company from challenging a unit proposed by the Union on the basis that the scope of the proposed unit is inappropriate under the National Labor Relations Act.

#### MANAGEMENT RIGHTS

- 3.1 The Company retains the sole right to manage its business and direct its working force covered by this Agreement. This includes, without limiting the generality thereof, the right to operate, manage and administer its business; to plan, direct, control, curtail, discontinue or increase operations; to determine the products to be handled or the services to be rendered, and the methods and processes of handling or rendering services; to purchase materials; to hire; to transfer between classifications, areas and offices; to promote; to promote to supervisory positions; to discipline; to discharge for just cause; to determine an employee's ability to perform the work required; to use improved methods or equipment; to permanently or temporarily increase or decrease the size of the working force; to set standards of quality and quantity for jobs to be performed by all employees; to determine job content; to create, increase, change and/or combine job classifications; to determine hours of work; and, to maintain order and efficiency, including the sole right to establish, modify, and enforce reasonable rules for absenteeism, safety and conduct which recognize that all employees are to be treated with equal fairness and justice.
- 3.2 Nothing in this Agreement shall be construed to limit the Company in the employment of such contract labor as in the discretion of the Company may become necessary for the proper construction, installation, maintaining and support of communication facilities owned, served and/or operated by the Company for the rendition of proper and adequate communication service

to the Public. The Company shall not, however, enter into any contractual arrangement for the construction, installation, and current maintaining and support of communications facilities as may result in the layoff and/or part-timing of its employees customarily performing work of the same nature as that to be provided under the contractual arrangement, nor may it enter into such arrangements for construction of facilities when the number of qualified construction technicians in the bargaining unit is less than 4.

- 3.3 The Company shall have the right to control, curtail, discontinue or increase the use of Company trucks and other equipment for any and all reasons.
- 3.4 Supervisors may perform any and all work in the Company's traditional telephone business performed by employees covered by this Agreement for the purpose of instruction, experimentation, and assisting employees; and in the case of emergencies, acts of God, labor disputes, and/or events beyond the control of the Company; and in the case qualified employees are not presently available for work. Supervisors shall have the right to perform all other work outside such traditional telephone business, which may be acquired by the Company and performed by employees covered by this Agreement.

#### **ARTICLE 4**

#### NO INTERRUPTIONS IN WORK

- 4.1 The Union and its members and any employee covered by this Agreement, individually and collectively, will not, during the term of this Agreement, initiate, authorize, sanction, encourage, advocate, support, permit or take part in any strike, slowdown, picketing, work stoppage, sit-down, stay-in, sick-out, or other curtailment of work or interference with the continuous and full performance of work duties or the Company's operations, in or about the Company's plant or premises. An employee's violation of any provision of this Section may result in the employee's discharge by the Company, or a lesser form of discipline as the Company may deem appropriate. Employees in violation of this Section shall not receive any pay for the work time that such employee is in violation of this Section.
- 4.2 Correlative with this provision, the Company will not, during the term of this Agreement, engage in any lockout, except when 4.1 of this Article is breached.
- 4.3 The Company and Union shall have the right to seek any and all legal and/or equitable relief (including, where appropriate, reimbursement of attorneys' fees and other expenses) against action in breach of this Article.

#### ARTICLE 5

#### NON-DISCRIMINATION

5.1 The Company and Union agree that they will not discriminate against employees or applicants for employment for or on account of their affiliation or activities with the Union, or because of sex, race, religion, creed, color, national origin, age or handicap as defined by law, except where specific age, sex or physical requirement constitutes a bona fide occupational

qualification necessary to the proper and efficient administration of the Company's business as provided by law.

#### **ARTICLE 6**

# GRIEVANCE AND ARBITRATION PROCEDURE

<u>6.1</u> A grievance, within the meaning of this grievance procedure, shall consist of any difference arising between the Company and the Union or any employee or group of employees of the Company covered by this Agreement as to the interpretation and application of any terms and conditions of this Agreement.

The following procedure is hereby provided for the resolution of grievances:

- Step 1. Within five (5) working days of the occurrence of the alleged grievance, an employee shall advise the Manager of the grievance and the employee and the Manager will attempt to resolve the grievance through discussion. Such discussion shall be by telephone unless the Manager determines that the discussion should take place when, during normal business operations, the employee and Manager will be present in the same location. If the employee requests the Union Steward to participate in such discussion, such discussion will take place when, during normal business operations and during regularly scheduled hours, the employee, the Manager and the Union Steward will be present in the same location. For purposes of this step, the employee and the Union Steward shall not leave their work area or work duties to, in person, advise or discuss grievances with the Manager, without first obtaining permission from the Manager.
- Step 2. If no satisfactory adjustment is reached under Step 1 above, the aggrieved employee and/or the Union Steward shall, within (7) working days after the occurrence of the Step 1 discussion, reduce such grievance to writing. The grievance shall indicate the provisions of this Agreement, which the employee feels have been violated, and indicate the redress sought. The subject matter of, and the redress sought, in the written grievance, may not be altered in subsequent steps of the grievance procedure. Such grievance shall be signed and dated by the employee and the Union Steward and shall be submitted to the Manager. As soon as practicable thereafter, the Union Steward, the Union's Business Representative, the Manager, and any other representatives of the Company that the Company may deem necessary, shall hold an informal meeting, at a time mutually convenient, in an effort to resolve the grievance. The Union Steward and one (1) grievant (if necessary to attend the Step 2 meeting), shall each be paid their regular hourly rate, not to exceed one (1) hour for their attendance at the Step 2 meeting. However, when the Union Steward and the grievant is the same person, that person shall receive such pay in a single capacity. Within seven (7) working days after such meeting, the Manager and the Company representatives shall, in writing, answer the grievance and forward such answer to the Union Steward.
- <u>Step 3</u>. If no satisfactory resolution of the grievance is agreed upon in Step 2, the grievance may be resolved through arbitration, in accordance with the provisions in 6.2 of this Article.
- 6.2 The Company or the Union may, in writing, request arbitration of the grievance within thirty (30) calendar days after the Step 2 answer is forwarded to the Union Steward. If the parties cannot agree upon an arbitrator within seven (7) days after written notification to arbitrate is given, a request for a list of seven (7) arbitrators shall be made to the Director of the American Arbitration Association. Beginning with the party desiring arbitration, the parties shall alternately

strike a name from the list until only one (1) name remains, which shall be the arbitrator. In considering the list of arbitrators from the American Arbitration Association, each party shall have

the right to completely reject one (1) panel. However, an arbitrator must be selected from the third panel submitted by the American Arbitration Association. The arbitrator so selected shall hear and determine the matter as quickly as possible. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have no power to add to, subtract from or modify any of the terms or conditions of this Agreement; and, in the event the arbitrator rules in favor of the grievant, he may not order redress greater than sought in the grievance.

- <u>6.3</u> All costs incurred in the arbitration of a grievance shall be borne one-half (1/2) by the Company and one-half (1/2) by the Union. Each party shall bear its costs for its own preparation, attendance of its own representatives at the hearing, including witnesses, exhibits or any other matters which it is the desire of the given party to bring to the attention of the arbitrator.
- <u>6.4</u> Should the Union fail to proceed within the time limits prescribed in the above Grievance and Arbitration Procedure, the grievance shall be deemed to have been dropped by the Union and the grievance shall not be subject to any further processing in the Grievance and Arbitration Procedure. Should the Company fail to comply with the time limits at any step of the Grievance Procedure, the request of the grievance will be granted.

#### **ARTICLE 7**

# **SENIORITY**

- 7.1 For purposes of this Agreement, seniority shall be the length of the employee's continuous full-time employment by the Company since the last date of hire. The terms "continuous employment" and "continuously employed", as used in this Agreement, except where otherwise provided, shall be so construed that absence from employment as a result of layoff after an employee has obtained seniority pursuant to 7.2 hereof or pursuant to ARTICLE 20, Sick Leave; ARTICLE 19, Bereavement Leave; and ARTICLE 22, Jury Duty, shall not cause a break in the meaning of the word "continuous" for the purposes of computing seniority for full-time employees.
- 7.2 Newly hired full-time employees shall be considered probationary employees for their first six (6) calendar months of continuous employment with the Company. Probationary employees may be laid off, transferred, disciplined or dismissed with or without cause during such six (6) calendar month period. After having fulfilled the six (6) calendar months of continuous employment probationary period, a probationary employee shall obtain seniority, which shall date from the employee's date of hire.
- <u>7.3</u> A list giving the seniority of each employee in the bargaining unit shall be prepared and posted by the Company on the bulletin board within thirty (30) days from the date of this Agreement. The list shall be final and the Company shall supply the Steward and the Union with a new list every year.
  - 7.4 Seniority and employment shall be terminated for any of the following reasons:

7.4-1 If the employee quits;

- <u>7.4-2</u> If the employee is discharged;
- <u>7.4-3</u> if the employee is absent without leave for (2) consecutive workdays without an explanation for such absence satisfactory to the Manager of the Company;
- <u>7.4-4</u> If the employee fails to report for work or make satisfactory arrangements with the Company or fails to keep the Company advised of the employee's address and telephone number, as provided in 11.4; or
- <u>7.4-5</u> If the continuous layoff or absence is beyond the limitations set forth in Article
- 7.5 An employee transferred or promoted to a position outside of the bargaining unit shall retain their accrued seniority for a period of ninety (90) days after the date of the transfer or promotion, but shall not accrue seniority after the transfer or promotion. After the expiration of the ninety (90) day period, the employee will lose all accrued seniority under this Agreement.

# PART TIME EMPLOYEES

- 8.1 An employee, other than a temporary employee, who is scheduled to work less than forty (40) hours per week, will be considered a part-time employee for purposes of this Agreement. The Company shall explain all employment requirements and benefits to all temporary and/or part-time employees at the time of hire.
- <u>8.2</u> Part-time employees will progress through the appropriate step wage scale for the classification, as provided in Exhibit A hereof, based upon the employee's months of accredited service as a part-time employee in that classification.
- 8.3 Part-time employees may participate in the group health insurance program, provided, however, the part-time employee shall pay all premiums for the coverage elected by the employee, subject to ARTICLE 32.2, Insurance.
- <u>8.4</u> Part-time employees will be given the first opportunity for a full-time job opening, provided the part-time employee has the qualifications and ability, including physical fitness, to perform the work required. The Company shall have the right to determine if and when a full-time job opening becomes available.
- 8.5 In the event a part-time employee is hired as a full-time employee pursuant to the above subparagraph 8.4, the employee shall be subject to the probationary period in ARTICLE 7.2, Seniority. The probation period of six (6) months shall be inclusive of the accredited service time the employee has completed in his/her present classification as a part-time employee. Upon completion of such probationary period, the employee's seniority, except for purposes for ARTICLE 20.3, Sick Leave, shall date from the employee's date of hire as a part-time employee.

#### ACCREDITED SERVICE

<u>9.1</u> The term-accredited service shall mean the aggregate of the years and months of active employment in the service of the Company. Accredited service shall include all active employment for which a wage or salary was paid.

#### ARTICLE 10

# JOB BIDDING & POSTING

- <u>10.1</u> Bid Promotions Promotions shall be based on seniority, ability, and qualifications. Ability and qualifications being relatively equal, seniority shall prevail.
- 10.2 Bid Posting When vacancies occur or when new positions are created the Company will post a notice on all bulletin boards where notices to employees are normally posted for a period of ten (10) days (Sundays and Holidays excluded) announcing the position open. All posting will be done according to job classification.
- 10.3 Bid Request Employees desiring to be considered shall make a written application to the employee's supervisor, sending one copy of the application to the Union and retaining one copy. Selection shall be made in the manner and to the same extent as described in Section 10.1. Employees making a written request will be considered before new hires.
- 10.4 Wages On a promotional transfer the employee will be placed on the wage rate in the new wage schedule next higher than the employee's present rate or two (2) steps higher if the wage rate next higher results in an increase of less than twenty-five cents (\$.25) an hour. On lateral and downgrade transfers, the employee will be placed on the progression step in the new wage schedule that corresponds with the step on the schedule the employee is vacating, or the top rate of the new schedule.

#### ARTICLE 11

#### LAYOFF & RECALL

- 11.1 For the purposes of the Article the following definitions shall apply:
  - <u>11.1-1</u> Permanent Layoff A position has been eliminated and the affected employee, for whatever reason, is not eligible for recall. Employees so laid off will receive termination pay in accordance with Article 12 of the Agreement.
  - <u>11.1-2</u> Temporary Layoff A position has been eliminated and the affected employee is eligible for recall.
- 11.2 In the event of a temporary or permanent layoff of employees within a classification:

- <u>11.2-1</u> The Company will notify the Union and the affected employee ten (10) working days in advance of any layoffs of permanent full-time employees.
- <u>11.2-2</u> First temporary, then part-time employees will be laid off by seniority, shortest to longest.
- 11.2-3 Full-time employees will be laid off or part-timed by:
  - <u>11.2-3.1</u> Seniority.
  - 11.2-3.2 Any employee who is to be laid off shall have the right to claim a job in a classification in which that employee formally held in the bargaining unit provided that the employee has the necessary qualifications and ability to perform the work in that classification and also provided the employee to be bumped has less seniority. An employee who is bumped from a position under the aforementioned provisions also may, if eligible, bump under the provisions of this paragraph.
- <u>11.3</u> In the event of a recall of employees, employees will be recalled in the inverse order in which they were laid off, and to the same classification from which they were laid off, provided they have the qualifications and ability, including physical fitness, to perform the work required.
- 11.4 The Company shall not hire new permanent full-time employees in a classification until it has notified employees in such classifications of their opportunity for recall. If no employees from the classification are on layoff, the position shall then be offered to employees laid off from other classifications, if they are qualified. It is the responsibility of each employee to keep the Company advised in writing of their current address and telephone number. The company shall notify an employee on layoff of their opportunity for recall by sending such recall notice by registered mail, return receipt requested, to the employee's mailing address as last reported to the Company. If, within seven (7) days after the date of receipt of the recall notice, the employee has not made satisfactory arrangements with the Company to report to work within three (3) weeks after the date of receipt of notice, the employee shall be considered to have voluntarily quit the Company. It is understood between the parties that the mailing of such notice as provided herein satisfies all of the Company's obligations regarding notice of recall.
- 11.5 In the event of layoff or leave, other than a leave of absence pursuant to ARTICLE 20, Sick Leave, a full-time employee shall continue to accrue seniority for a period of two (2) years, or the length of the employee's continuous full-time employment with the Company prior to the layoff or leave, whichever is less, from the beginning date of the employee's layoff or leave; provided, however, should the employee not return to work within such period, the employee's seniority shall terminate. An employee whose seniority terminates pursuant to this Section shall lose all recall rights. If an employee whose seniority is terminated pursuant to this Section is reemployed by the Company, such employee shall be subject to the provisions of 7.2, Seniority.

#### **TERMINATION ALLOWANCES**

- 12.1 Regular full-time employees whose service is terminated by permanent layoff or retirement without pension shall receive termination pay at their regular basic straight-time hourly rate, excluding differentials, according to the following schedule:
  - One (1) week's pay for each full year of accredited service up to and including ten (10) years.
  - Two (2) week's pay for each full year of accredited service in excess of ten (10) years.

#### **ARTICLE 13**

#### **HOURS OF WORK**

- 13.1 The workweek shall begin at 12:01 a.m. Sunday and end at 12:00 midnight Saturday. The normal workweek shall be five (5) days, Monday through Friday, but the Company shall have the right to schedule overtime work on Saturday and Sunday, including holidays, if it so desires. For purposes of this Article, Standard and Daylight Savings Times changes shall apply.
- 13.2 For all office employees, the normal daily shift shall begin at 8:00 AM and terminate at 4:30 PM and shall include a meal period which shall be without pay, and shall not be less than one-half hour and the Company shall have the right to establish any eight (8) hour shift within such time frame. The shifts shall be rotated among the office employees and the Company shall attempt to be flexible to meet the needs of the employee. The Company shall have the right to schedule the meal period consistent with the normal operation and needs of the Company. The Company shall have the right to schedule employees to report to work on the same time standard on which the commercial office operates.

The Company shall have the right to establish a ten (10) hour, four (4) day workweek in the Customer Service Classification. In the event the Company exercises its right under this Section, the work would be offered on a rotational basis. In the event the ten (10) hour, four (4) day workweek is established the employee will receive straight time regular pay for the ten (10) hour shift. Paid time off would be in ten (10) hour increments.

Employees needed to work 10-hour shifts shall be by mutual agreement with employees employed before November 1, 1997. Employees who are hired after November 1, 1997 will be assigned 10-hour shifts as needed.

13.3 For all combination and central office equipment employees, the normal daily shift shall begin at 8:00 a.m. and terminate at 4:30 p.m. The shift shall include a one-half (1/2) hour unpaid meal period. The Company shall have the right to schedule employees to report for work on the same time standard on which the commercial office operates.

13.4 During the term of this Agreement, the Company shall have the right to schedule the normal workweek on five (5) consecutive days during the week, Monday through Friday, or Tuesday through Saturday. The Company shall provide notice of such scheduling change at least one (1) week prior to the workweek in which the change shall be effective. In scheduling employees to work such schedule, the employees with most seniority in the classification who are qualified to perform the work required shall be asked to work on the changed schedule. In the event this does not provide a sufficient number of employees to perform the work during the changed schedule, the Company shall schedule all qualified employees in the classification of the work to be performed to a rotation basis. In the event the Company exercises its right under this Section, the Company shall have the right to schedule overtime on the remaining two (2) days of the workweek, if it so desires.

#### ARTICLE 14

#### **OVERTIME**

- 14.1 If the Company determines that any overtime work is necessary, the employees performing the job for which overtime is necessary shall perform the overtime work unless excused by the Manager. In the event this does not provide sufficient employees to perform the work required, the most senior employees in the classification who are qualified to perform the overtime work shall be asked to perform the overtime work. In the event this does not provide sufficient employees to perform the work required, the least senior employees in the classification who are qualified to perform the overtime work shall perform the overtime work. The Company shall have the right to determine the need for such overtime work, the qualifications of the employees to perform the work, and the circumstances, which may excuse an employee from performing such overtime work. Attempting notice to employees by telephone of overtime work shall satisfy the Company's obligation regarding assignment of overtime work under this Article. This section shall not be applicable to any overtime caused by time changes or to call out work pursuant to ARTICLE 15, CALL OUTS.
- 14.2 All employees scheduled to work eight (8) hour shifts shall be paid for time worked in excess of eight (8) hours in any one regular work day at one and one-half (1 1/2) times the employee's regular hourly rate. Any employee scheduled on a ten (10) hour, four (4) day workweek would be paid at their regular straight time rate for each ten (10) hour shift and one and one-half (1 1/2) times the hourly rate in excess of ten (10) hours. Two (2) times the employee's regular hourly rate shall be paid for all hours worked on a holiday and/or Sunday.
  - 14.3 There shall be no pyramiding of overtime.
- 14.4 In no event shall any provision of Article 13 or 14 be construed as a guarantee of work per day or per week or days of work per week, or as a guarantee of overtime work hours per day or per week or for any day of the week.

#### CALL OUTS

- 15.1 When an employee is called out on a day other than Sunday, to work after having completed the normal scheduled shift and before beginning the next scheduled shift, the employee shall be paid while on the call out at the applicable rate as determined in ARTICLE 14.1, for a minimum of two (2) hours, if called out between 8:00 a.m. and 12:00 midnight; and for a minimum of three (3) hours, if called out between 12:00 midnight and 8:00 a.m.
- 15.2 When an employee is called out to work on Sunday, the employee shall be paid for a minimum of two (2) hours while on the call out at two (2) times the employee's hourly rate.

#### **ARTICLE 16**

#### WAGES

- 16.1 Wages shall be according to Exhibit "A" attached hereto and made a part of this Agreement.
- 16.2 Pay periods shall consist of every two (2) weeks. Payments for all pay periods shall be by ACH (Automated Clearing House) to the bank or banks the employee designates. Employees pay will normally be deposited to the account(s) designated by the employee by noon Tuesday following the two (2) weeks of work unless the bank is closed on Monday and then it would be deposited by noon Wednesday. In no foreseeable event would the employee's pay be deposited later than Friday.

#### **ARTICLE 17**

# VACATIONS & VACATION DONATION

17.1 Each full-time employee who has at least one (1) year of accredited service with the Company, shall receive one (1) week of vacation time with pay during the calendar year under consideration; each eligible full-time employee who has at least two (2) years of accredited service with the Company, shall receive two (2) weeks of vacation time with pay during the calendar year under consideration; each eligible full-time employee who has at least eight (8) years of accredited service with the Company, shall receive three (3) weeks of vacation time with pay during the calendar year under consideration; each eligible full-time employee who has at least fifteen (15) years of accredited service with the Company, shall receive four (4) weeks of vacation time with pay during the calendar year under consideration; and each eligible full-time employee who has at least twenty (20) years of accredited service with the company, shall receive five (5) weeks of vacation time with pay during the calendar year under consideration; and each eligible full-time employee who has at least twenty-five (25) years of accredited service with the Company, shall receive one (1) additional day of vacation for each year after their 25th year anniversary date.

- 17.1-1 The fifth (5th) week of vacation must be taken as a whole week.
- 17.2 Employees who are eligible for vacation shall advise the company of their preferences for scheduling vacations during the calendar year on or before April 1 of each year. As between employees, the employee having the greatest seniority will be given first choice in selecting their vacation periods. As soon as practical after April 1, the Company shall post a schedule of the employees' vacation periods. As between employees, seniority shall not be controlling for employees who do not express their preference for vacations on or before April 1 of each year, and/or for employees who change their preference for vacation after the schedule is posted.
  - <u>17.2-1</u> Employees may use the half-day-at-a-time vacation benefit a maximum of one (1) week, i.e., ten (10) half-days, provided the employee gives his/her supervisor a seven day notice. The supervisor has the discretion to waive the seven-day notice.
- <u>17.3</u> For purposes of this Article, the Company will attempt to schedule vacations at the times most desired by the employees; provided, however, the scheduling of vacation periods, the allotment of vacations, and/or the change of vacation periods is reserved to the Company.
- <u>17.4</u> Pay for each week of vacation shall be equal to forty (40) times an employee's regular straight-time hourly rate, excluding any premium pay, for the period of the vacation. Upon advance written request, payment of vacation pay will be made on the last regular payday preceding the vacation period.
- <u>17.5</u> Effective January 1, 1993, employees may bank weeks of vacation in accordance with the following:
  - <u>17.5-1</u> Banked vacation shall be subject to written notification at time of vacation scheduling.
  - <u>17.5-2</u> Scheduling of banked vacation time shall not take precedence over the current year's vacation schedule.
  - 17.5-3 Banked vacations shall be capped at eight (8) weeks.
- <u>17.6</u> In the event a non-probationary employee resigns with two (2) weeks' advance notice, is laid off, or terminated, the employee shall be paid for any unused earned vacation pay.
- 17.7 When a holiday listed in ARTICLE 18.1, falls during an employee's scheduled vacation period, the employee's vacation period will be extended by one (1) additional day either at the beginning or end of the vacation period, as is mutually agreed by the employee and Company at the time the vacation is scheduled.
- <u>17.8</u> VACATION DONATION: The Company and the Union agree to permit employees, to donate their vacation time to their coworkers subject to the following guidelines:
  - <u>Item 1</u>: The need to receive donated vacation time must be related to the catastrophic illness or injury of the employee or a member of their immediate family, (defined as spouse, mother, father and children including step and/or adopted), or due to an unexpected dire situation.

- <u>Item 2</u>: Employees must exhaust all eligible paid time prior to utilizing donated vacation.
- <u>Item 3</u>: The maximum number of donated vacation days an employee can receive is twenty-five (25) days, unless expanded by mutual agreement between the Company and Union.
- <u>Item 4</u>: Once the Company and Union determines that an employee's situation qualifies to receive donated vacation, the Company Manager and Local Union Representative(s) will let employees know about the option to donate a vacation day(s) to their coworker. The situation will be handled as discreetly as possible to avoid embarrassment to the employee in need and to avoid coworkers feeling obligated to donate their time.
- <u>Item 5</u>: Donated vacation time shall be paid at the donating employee(s) rate of pay.
- <u>Item 6</u>: The employee in need cannot personally solicit other employees to donate their vacation time.

#### HOLIDAYS

- 18.1 Eligible employees shall be paid eight (8) hours at their regular straight time hourly rate, excluding any premium pay for the following holidays:
  - 18.1-1 The following days shall be observed as authorized holidays:

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Personal Day

Personal Day
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day

- <u>18.1-2</u> The employee's two (2) personal holidays may be taken in four (4) hour increments with prior approval.
- 18.2 Holidays listed in 18.1, which fall on a Sunday, shall be observed on the following Monday. Holidays listed in 18.1, which fall on Saturday, shall be observed on the prior Friday.
- 18.3 The payment of holiday pay to an employee shall be subject to the following eligibility rules:

- <u>18.3-1</u> The employee must be a full-time employee and have completed the probationary period as provided in 7.2.
- <u>18.3-2</u> The employee must have performed work in the workweek in which the holiday falls or be on paid sick leave.
- <u>18.3-3</u> The employee must work as scheduled both on the last scheduled work day prior to and the first scheduled work day following the day on which the holiday is observed unless written permission to be absent was previously obtained from the Manager or unless excused by the Manager.
- 18.3-4 To be eligible for holiday pay for a holiday that falls during an employee's regularly scheduled vacation period, the employee must work as scheduled both on the last scheduled work day prior to and the first scheduled work day following the scheduled vacation period unless written permission to be absent was previously obtained from the Manager or unless excused by the Manager. Employees who are ill on the last scheduled workday prior to and/or the first scheduled workday following the holiday will be excused upon presentation of a receipt verifying a doctor's visit on the day of absence and paid for the holiday.
- 18.4 If an eligible employee is scheduled to work on any of the holidays listed in 18.1, but fails to report and perform the scheduled work, the employee shall be ineligible to receive holiday pay for the unworked holiday, unless excused by the Company.

#### BEREAVEMENT LEAVE

- 19.1 When a non-probationary full-time employee is absent due to a death in the employee's family, the employee shall be entitled to a paid leave of absence, as follows:
  - <u>19.1-1</u> Four (4) consecutively scheduled working days for the death of an employee's spouse, mother, father, brother, sister, son or daughter;
  - <u>19.1-2</u> Three (3) consecutively scheduled working days for the death of an employee's current mother-in-law, current father-in -law, current brother-in-law, current sister-in-law, stepmother, stepfather, stepson or stepdaughter;
  - <u>19.1-3</u> Two (2) consecutively scheduled working days for the death of an employee's or employee's spouse's grandmother or grandfather or grandchild;
  - <u>19.1-4</u> One (1) working day for the death of any employee's aunt, uncle, niece, or nephew.
- 19.2 Excused approved unpaid absence, either full or partial days for bereavement leave for all other circumstances.
- 19.3 Pay for each day of absence shall be eight (8) times the employee's regular straight time hourly rate, excluding premium pay. Such allowance shall be paid only for regularly scheduled workdays.

#### SICK LEAVE

20.1 For the purposes of this Article and other related Articles the following definition shall apply:

Sick Leave: An illness or injury in excess of sixteen (16) hours for which benefits are paid.

- 20.2 A full-time employee who is unable to report to work due to illness or accident, or due to illness shall notify the Manager of their inability to work prior to the scheduled hour of work. The Company reserves the right to implement rules for reporting such absences. The absence due to illness shall be unpaid unless the employee is eligible for sick leave days as provided in this Article.
- 20.3 Eligible full time employees shall accrue one (1) day of paid sick leave for each calendar month of accredited service with the Company, to a maximum of sixty-five (65) days; provided, however, paid sick leave days shall not accrue for full calendar months that an employee is on sick leave. Accrued paid sick leave days may be carried over from year to year. Employees who are laid off shall retain accrued sick leave days for use when recalled.
  - <u>20.3-1</u> At the time of their "Rule of 85" retirement from Southeastern Rural Telephone Co-Op., Inc., employees may use or be paid for accrued unused sick leave days.
- 20.4 A full-time employee eligible for paid sick leave days shall be entitled to receive paid sick leave days for each full regular work day on which the employee is unable, for medical reasons, to perform the employee's work duties; provided, however, the number of days of paid sick leave to which the employee shall be entitled for the sick leave shall not exceed the number of paid sick leave days accrued by the employee immediately prior to the sick leave.
- 20.5 Pay for each paid sick leave day shall be eight (8) times the employee's straight-time hourly rate, excluding any premium pay, during the pay period immediately preceding the sick leave. Employees may take increments of four (4) hours or half-day as a sick day. Paid sick leave days shall apply only to days on which the employee is regularly scheduled to work, and shall not be paid for holidays for which the employee receives holiday pay and only for full day absences.
- 20.6 An employee may make up time in the same pay period for absence occurring due to a Doctor's appointment or illness, or the employee may use vacation days in increments of four (4) hours.
- 20.7 An employee otherwise eligible for paid sick leave days as provided in this Article, but who does not advise the Manager of their inability to report to work as provided in 20.2 of this Article, will forfeit the sick leave benefits until such notification is made. Management reserves the option to waive this requirement where, in its opinion, the circumstances were such that notification was not practical. It is the obligation of the employee to keep the Manager advised as to the anticipated duration of the leave of absence. The maximum period of such leave shall be thirty (30) days and may be extended for like periods.

- 20.8 The Company may require medical evidence, including a doctor's certificate, of any illness or injury for which sick leave benefits are requested, and if medical evidence is required, shall withhold paid sick leave payments unless and until such evidence is furnished. A doctor's certificate will not be required for an illness of sixteen (16) hours or less, unless the Company has reason to question the bona fide nature of the illness or injury.
- 20.9 During the period of absence for sick leave, the employee shall not engage in gainful employment.
- 20.10 An employee requesting reinstatement following sick leave must provide the Manager with advance notice of the requested date of reinstatement. In the case of a sick leave of thirty (30) or more days' duration, the employee requesting reinstatement must notify the Manager at least one (1) week in advance of the requested date of reinstatement, and must present a medical certificate from a licensed physician which is satisfactory to the Company indicating that the employee is physically and/or mentally able to perform the employee's regularly assigned duties. Such employee will be reinstated to the job the employee left prior to the sick leave, or to a job within the employee's job classification.
- 20.11 If the Company questions the bona fide nature of the illness or injury which is the reason for the sick leave or the payment of paid sick leave benefits, or the ability to perform regularly assigned duties, the Company, at its expense, reserves the right to require the employee to submit to an examination by a medical physician chosen by the Company, whose opinion shall be final.
- <u>20.12</u> Probationary employees shall not be eligible to receive any paid sick leave days under this Article.
- 20.13 If an employee claims or obtains sick leave and/or paid sick leave days fraudulently or under false pretenses, the employee shall be subject to immediate discharge.

#### WORKER'S COMPENSATION

<u>21.1</u> In cases of physical disability to work resulting from compensable accidental injuries while on the job, the employee shall receive Workmen's Compensation benefits as prescribed by law from the Company's insurance carrier. Any accrued sick days by an employee are not affected by absence from work covered by Workmen's Compensation.

#### JURY DUTY

- 22.1 When a full-time employee is subpoenaed for jury duty in any municipal, county, state or federal court, the employee shall immediately present such subpoena to the Company. If, thereafter, a full-time employee is selected to serve on a jury on a regularly scheduled work day, the employee shall be reimbursed the difference between eight (8) times the employee's regular straight-time hourly rate, excluding premium pay, to a maximum of eight (8) hours in any regularly scheduled workday, and any payments received for such service as evidenced by vouchers and/or checks from the court, and presented to the Company. In no event shall payment by the Company be made for jury duty performed on non-regularly scheduled workdays or a holiday listed in ARTICLE 18.1.
- 22.2 Employees engaged in jury duty shall, when excused from attendance in court, report to the Company, and shall return to work during scheduled time of one-half (1/2) day or more, as circumstances reasonably will permit.

#### ARTICLE 23

#### INCLEMENT WEATHER

- 23.1 If, during a regularly scheduled workday the Manager determines that outside work assigned to employees cannot be performed due to inclement weather, all employees affected by such weather shall be assigned to work under shelter. Management shall have the right to determine when such inclement weather exists and the right to determine the work duties to be performed by such employees who shall perform the assigned duties at their regular straight-time hourly rate. Employees so affected shall be paid only for the actual time worked.
- 23.2 Employees who perform outside duties and who report to work on regularly scheduled workdays, when outside work cannot be performed due to inclement weather, shall be assigned to work under shelter. Management shall have the right to determine when such inclement weather exists and the right to determine the work duties to be performed by such employees who shall perform the assigned duties at their regular straight-time hourly rate. Employees so affected shall be paid only for the actual time worked.

#### **ARTICLE 24**

#### **BULLETIN BOARDS**

- 24.1 The Company shall provide a bulletin board for the use of the Union at a location accessible by the employees for the purpose of legitimate business of interest to the employees as follows:
  - 24.1-1 Notice of meetings;
  - 24.1-2 Notice of official Union elections and results;
  - 24.1-3 Notice of official Union appointments;
  - 24.1-4 Any other notice, which shall be specifically approved by the Manager.

#### HARMONY

25.1 The Union, its members, and the employees covered by this Agreement individually and collectively agree that they will perform loyal and efficient work and service for the Company and will use their influence and best efforts to protect the property and interest of the Company, its good name and its service to the public.

#### **ARTICLE 26**

#### **UNION ACTIVITY**

<u>26.1</u> The parties agree that there shall be no Union activity on Company time or premises, except as provided in ARTICLE 6.1, Step 1. In addition, an employee engaging in activity provided for in ARTICLE 6.1, Step 1 shall first obtain permission from the Manager.

# **ARTICLE 27**

#### MILITARY OBLIGATION

<u>27.1</u> The Company agrees that it shall follow the provisions of the Vietnam Veteran's Readjustment Act of 1974 and any amendments thereto for any employee either entering or completing a military obligation.

#### ARTICLE 28

#### CONCESSION TELEPHONE SERVICE

- <u>28.1</u> The Company will provide free local line access service and two (2) standard telephone sets for each employee with more than six (6) months seniority if they are receiving telephone service from Southeastern Indiana Rural Telephone.
- 28.2 For all employees with more than six (6) months seniority who receive their telephone service from other companies, they shall be reimbursed 100% of the rate charged by Southeastern for local line access plus the use of two (2) standard telephone sets.

#### HOME DISPATCH

- 29.1 The Company shall have the ability to provide Home Dispatch to employees within the classification of install/repair, central office and outside plant mapping. The effective classification(s), if offered would be offered to all employees within that classification(s), excluding personnel assigned to construction. The decision to accept Home Dispatch will be voluntary and the employee will participate in the program for at least six (6) months.
- 29.2 Other than driving to and from work, Company vehicles will only be used for business purposes. Employees will report to the designated, work site at the scheduled start time and shall leave at the scheduled stop time. Travel from home shall not be paid for anytime one-half (1/2) hour or less.
- 29.3 The employee will be responsible for maintaining his/her assigned vehicle in accordance with the Company's preventive maintenance procedures during non-working hours at Company expense. Vehicle breakdowns or other vehicle problems occurring during working hours will be corrected during working hours.
- $\underline{29.4}$  The employees will be expected to exercise good judgment in the use, storage and care of Company vehicles.
- 29.5 The Company shall reserve the right to discontinue this practice with a ninety (90) day written notice to the Union.

#### ARTICLE 30

#### COMMERCIAL DRIVERS LICENSE

- 30.1 The Company shall pay for physical examinations and renewal costs to maintain a CDL if the employee's current job requires such a license. The CDL licensing requirement shall be dealt with in the following manner:
- <u>Item 1</u> Employees who are awarded a position requiring a Commercial Drivers License (CDL) shall have ninety (90) days to obtain said license as required by the classification description.
- Item 2 All direct costs associated with maintaining the CDL will be borne by the Company. The employee will pay all costs and then submit valid signed receipts for processing and reimbursement.

Pass or Fail –Physical Examinations will be paid as noted above.

However, only successful driving and written tests resulting in a valid CDL will be reimbursed. FAILED TESTS WILL NOT BE REIMBURSED.

#### **TOOLS & EQUIPMENT**

- 31.1 The company shall furnish employees with tools and safety equipment which the Company determines is necessary to properly perform their work assignments. Employees shall use and care for such tools and equipment in accordance with any and all Company rules and regulations. The Company shall train employees in the proper operation, use and maintenance of tools and equipment issued.
- 31.2 The Company will provide a uniform service, which normally consists of five (5) sets of uniform shirts (long sleeve and short sleeve, in season), pants and jackets, to employees in outside plant classifications who have completed the probationary period. Those employees who request and receive uniforms agree to wear them. Uniforms will be replaced when needed as agreed between the employee and the supervisor. Uniforms are to be worn for work only and are not intended to supplement the employee's wardrobe.

When an employee is provided uniform service by the company, the employee shall not include any other clothing in his attire that promotes or advertises any other product or entity unless approved by the Company.

- 31.3 The Company and the Union agree to establish a joint safety committee consisting of one (1) representative from each party for the purpose of establishing a definite safety program and rules covering safe practices. Committee will be formed and first meeting held within 30 days of contract signing. This safety committee shall meet once a quarter.
- 31.4 TRAINING. Cross training within the classification of Install/Repair Combination person shall be provided to all the affected employees.

#### ARTICLE 32

#### SCHOOLING & TRAVEL ALLOWANCES

- 32.1 When an employee is required to attend a school or work away from home, the employee shall attend, and shall receive their regular straight-time hourly rate for the time spent by the employee in school or on the job, provided, however, the employee shall attend the entire school session. An employee shall be paid for travel time to and from the school or job location in accordance with federal wage and hour laws.
- 32.2 When an employee is required to stay overnight to attend schools or work away from home, satisfactory lodging shall be arranged prior to arrival by the Company at its expense. Employees attending school or working away from home will be furnished meals and incidental expenses up to \$37.50 per day. Receipts will be required. In the event the school or job is more than one (1) week in duration, the employees, at their option, may return home each weekend in lieu of meals and lodging for the weekend.

32.3 Employees shall use their personal vehicles to perform Company business when requested by the Company, and mutually agreed by the employee, and shall be reimbursed for such use at the standard mileage rate authorized by the Internal Revenue Service for determining allowable automobile business expense deduction for each mile driven for business use.

#### ARTICLE 33

# **EDUCATIONAL ASSISTANCE**

33.1 Employees enrolled in job-related college program(s) and courses, shall be reimbursed at 50% of the tuition cost by the Company upon successful completion of the course(s). The course and/or degree being pursued must relate to your present job or a realistic future assignment with the Company. The employee's supervisor or the Company's General Manager prior to the start of the course(s) must first approve the application for Educational Assistance.

#### **ARTICLE 34**

# **INSURANCE**

34.1 The Company agrees to maintain for full-time employees the current hospitalization and major medical insurance until December 31, 2013, group life insurance, accident insurance, and long-term disability insurance benefits. Probationary employees are not entitled to insurance coverage; provided, however, probationary employees may participate in the group health insurance program if such employees shall pay all premiums for the coverage elected by such employees, subject to 34.2 of this Article.

During the term of this agreement the Company will fully insure full time bargaining unit employees under the NECA/IBEW Family Medical Care Plan (NIFMCP) Plan 16 and the current group life and accident insurance plans under the National Telephone Cooperative Association (NTCA). The long-term disability plan will be under The Standard.

The Company will absorb 0% of the premium increase in the plan year 2017. The entire premium increase in the plan year 2017 will be paid by the Bargaining Unit employees in the form of monthly premium coinsurance payments by payroll deduction. The Company will absorb up to a 2% insurance premium increase in the plan year 2018. Any increase greater than 2% will be paid by Bargaining Unit employees in the form of monthly premium coinsurance payments by payroll deduction.

During the term of this agreement the parties agree to meet and discuss the addition of future bargaining unit retirees to the NIFMCP Plan 16 for the following plan year.

34.1-2 Effective November 1, 1997, the Company agrees to add dental coverage to its employee insurance plan. The Company shall pay the premium for the employee. The employee may choose to add dental coverage for dependents and pay the premium by payroll deduction.

- 34.2 For all insurance coverage provided in this Article, an employee and their dependents' eligibility for and continued participation in such coverage shall be determined by the terms of the applicable insurance program.
- 34.3 Part-time employees, probationary employees and employees on layoff or leave, other than sick leave, who are covered by any of the insurance benefits in this Article, in order to keep their insurance coverage in effect, must pay their own and their dependents' premium for such insurance coverage through the Company, in accordance with the terms of the insurance program. The Company shall not be responsible in the event such employees fail to make such payments. The Company will continue to pay, for a maximum period of thirteen (13) weeks, insurance premiums for employee coverage, and where appropriate, its share of dependency coverage, for an employee on sick leave.

#### **PENSIONS**

35.1 The Company agrees to maintain the current retirement benefits for the term of this Agreement.

#### **ARTICLE 36**

#### 401 (K) PLAN

- 36.1 The Company shall maintain a 401(k) plan at a qualified financial institution, and all Employees shall be eligible participants in the plan, following six (6) months from the commencement of their employment.
- 36.2 The Employer shall pay all administrative costs, governmental and individual reporting costs and fiduciary fees associated with the maintenance of the 401(k) plan.
- 36.3 The Employer shall permit all eligible Employees to allocate a portion of their compensation to the Employees 401(k) account, within the rules, regulations and guidelines established and imposed, from time to time, by the federal government.
- 36.4 The Employee will have the option of investing contributions in up to six (6) separate investment plans established by the fiduciary. The Employee may transfer his accumulated funds from one investment plan to another in accordance with the plan.
- 36.5 The Employer shall match fifty percent (50%) of Employee contributions, not to exceed six percent (6%) of the Employee's total compensation, such that the Employer will not be responsible to match more than three percent (3%) of the Employees total compensation. All sums contributed by the Employee and the Employer shall be vested immediately.
- 36.6 For employees hired after November 1, 2013, the Employer shall match fifty percent (50%) of Employee contributions, not to exceed two percent (2%) of the Employee's total compensation, such that the Employer will not be responsible to match more than one percent (1%) of the Employees total compensation.

#### **FMLA**

- 37.1 Southeastern Indiana Rural Telephone Cooperative, Inc., And International Brotherhood of Electrical Workers agree to the provisions concerning Family and Medical Leave of Absence under the Family and Medical Leave Act of 1993 (FMLA), set forth in the Article.
  - <u>37.2</u> The purpose of the leave shall be as follows:
  - (a) For the birth and care of a newborn child of the employee, or the placement of a child with the employee for adoption or foster care.
  - (b) to care for a spouse, biological or adoptive parent, or person who has acted in role as parent with day-to-day responsibility, or child (biological, adopted, foster or stepchild or legal ward or child for whom the employee has day-to-day parental responsibility) biological or adopted unmarried child under age nineteen (19) (or under age twentythree (23) if a full-time student), or such unmarried child of any age who is incapable of self-support or who is physically or mentally handicapped and fully dependent on the employee who has a "serious health condition."
  - (c) For a serious health condition of the employee which makes the employee unable to perform the functions of the position of such employee. As with any absence for a serious health condition, employees will be required to provide "fitness for duty" certification to return to work after such leave.
- 37.3 The total period of this leave will be up to twelve (12) workweeks within a twelve (12) month period, calculated on the calendar year.
- 37.4 Employees who have completed at least twelve (12) months of accredited service at the beginning of the leave and worked at least 1,250 hours during such period may be eligible for leave.
- 37.5 Leave may be taken on an intermittent or reduced basis for reasons specified in paragraphs 2.b and 2.c if determined to be "medically necessary" as defined in the Departments of Labor Regulations 29 CFR Part 825. It may not be taken intermittently or on a reduced schedule basis for reasons specified in paragraph 2.a unless approved by the Company.
- 37.6 If an employee is granted intermittent or reduced schedule leave, the Company may require such employee transfer temporarily to an available alternative, equivalent position that better accommodates recurring periods of leave than the employee's regular position.
- 37.7 Employees shall be required to present, to the satisfaction of the Company's Human Resources Department, documentation concerning the basis for the requested leave-of-absence. Failure to provide medical certification within fifteen (15) days of the request for leave may result in denial of leave.
- 37.8 Employees shall provide the Company with at least thirty (30) days advance notice of intent to take leave when foreseeable.
- 37.9 In cases where both spouses are employees, the leave period will be restricted to a total of twelve (12) workweeks for both, except to care for a child with a serious health condition or for reasons provided in 2.c.

- 37.10 While on FMLA leave, eligible employees shall continue to receive Company-paid life insurance and medical/dental benefits to the extent provided to active employees.
- 37.11 Upon return to work, employees granted FMLA leave should receive accredited service for the period of the leave. There is no break in service for purposes of vesting, eligibility to participate in pension plans and other types of benefits, and seniority.
- 37.12 Subject to Item 13 below, at the end of the approved leave (or each segment of the leave, as applicable); employees shall be guaranteed reinstatement to the same or equivalent job.
- 37.13 Reinstatement is subject to any contractual provisions of the Collective Bargaining Agreement, which cover adjustment to the work force that may have occurred during the leave of affected employees.
- 37.14 Employees who wish to change their projected return date may request the change and the Company will endeavor to accommodate such requests.
- 37.15 Employees, while on leave, shall be considered to have terminated employment if they accept employment with another employer, engage in business for profit, and/or apply for unemployment insurance benefits.
- 37.16 The provisions of the Article are not subject to the grievance or arbitration procedure of the Collective Bargaining Agreement except for the application for reinstatement by employees on leave.
- 37.17 All terms herein shall be defined as set forth in the Department of Labor Regulations, 29 CFR 825.
- 37.18 The Company has the right to act in accordance with the Family and Medical Leave Act of 1993 and to comply with the regulations provided by the Department of Labor.
- 37.19 The Company may elect to replace any employees on leave with temporary or contract employees for the duration of the leave without affecting or being affected by Article 3 Section 3.2 of the Collective Bargaining Agreement with IBEW.
- 37.20 Article 10 Job Bidding and Posting will be utilized when filling any vacancies created by an employee failing to return to work after a FMLA. This does not mean the Company will fill any or all vacancies created by employees failing to return to work after a FMLA.

#### ENTIRE AGREEMENT

38.1 Both the Company and the Union have bargained in good faith with respect to every aspect of rates of pay, wages, hours and other terms and condition of employment; that the total results of their bargaining on these subjects are embodied in this collective bargaining agreement; and that the omission of any reference to any aspect of these subjects is intended to be a waiver of the right of either party to bargain with respect to any omission during the term of this Agreement.

#### SEPARABILITY AND SAVINGS

39.1 If any Article or Section of this Agreement or of any riders thereto should be held invalid by operation of law or of any tribunal or competent jurisdiction, or if enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other that those as to which compliance with or enforcement of has been restrained, shall not be affected thereby and shall remain in full force and effect.

# ARTICLE 40

# **TERMS OF AGREEMENT**

40.1 This agreement shall become effective on November 1, 2016 and shall continue in effect up to and including October 31, 2018, and from year to year thereafter unless either party gives the other notice by certified mail at least sixty (60) days prior to the anniversary date or any subsequent anniversary date, for an intention to modify or terminate said Agreement. Upon the giving of such notice of either an intention to modify or terminate, negotiations shall be entered into and if no new Agreement is reached by the above expiration date, the Agreement shall terminate as of said expiration date.

For the Company

Anthony Clark, General

Manager

For the Union

Corey Lehman, Business

Manager

#### **EXHIBIT A**

#### **WAGE RATE SCHEDULE**

# EMPLOYEES HIRED PRIOR TO RATIFICATION WILL REMAIN ON A 54-MONTH PROGRESSION AT THE RATES BELOW. \*

#### **BOOKKEEPER**

*Months of Continuous Service	Months of Continuous Service	Current Rate	Effective November 1 2016	Effective November 1 2017
0-6	0-12	13.19	13.19	13.32
7-12	13-24	15.46	15.46	15.61
13-18	25-36	16.38	16.38	16.54
19-24	37-48	17.24	17.24	17.41
25-30	49-60	18.13	18.13	18.31
31-36	61-72	19.08	19.08	19.27
37-42	73-84	20.79	20.79	21.00
43-48	85-96	21.72	21.72	21.94
49-54	97-108	21.82	21.82	22.04
54+	108+	25.69	25.69	25.95

**Bookkeeper Definition:** Person with final responsibility of entries and accuracy of General Ledger. When a supervisor requests an employee to work in a higher classification for more than (2) hours or is called out to perform work in a higher classification, the employee shall be paid at the higher rate of pay for all time worked in the higher paid job classification.

## **CUSTOMER SERVICE AND CLERICAL**

*Months of Continuous Service	Months of Continuous Service	Current Rate	Effective November 1 2016	Effective November 1 2017
0-6	0-12	12.43	12.43	12.55
7-12	13-24	15.30	15.30	15.45
13-18	25-36	16.25	16.25	16.41
19-24	37-48	17.09	17.09	17.26
25-30	49-60	17.98	17.98	18.16
31-36	61-72	18.88	18.88	19.07
37-42	73-84	19.86	19.86	20.06
43-48	85-96	20.75	20.75	20.96
49-54	97-108	21.63	21.63	21.85
54+	108+	21.16	21.68	22.98

**Note:** For Central Office Equipment Classification, months of continuous employment are To be interpreted as time worked as a Central Office Equipment Person. Accumulated

# **CENTRAL OFFICE EQUIPMENT PERSON**

*Months of Continuous Service	Months of Continuous Service	Current Rate	Effective November 1 2016	Effective November 1 2017
0-6	0-12	22.15	22.15	22.37
7-12	13-24	30.18	30.18	30.48
13-18	25-36	30.42	30.42	30.72
19-24	37-48	30.66	30.66	30.97
25-30	49-60	30.89	30.89	31.20
31-36	61-72	31.15	31.15	31.46
37-42	73-84	31.42	31.42	31.73
43-48	85-96	31.82	31.82	32.14
49-54	97-108	32.21	32.21	32.53
54+	108+	32.47	32.47	32.79

months of continuous employment in other classifications will not apply insofar as determining wage scale of Central Office Equipment Person.

#### **INSTALLATION AND REPAIR PERSON**

*Months of Continuous Service	Months of Continuous Service	Current Rate	Effective November 1 2016	Effective November 1 2017
0-6	0-12	16.60	16.60	16.77
7-12	13-24	22.41	22.41	22.63
13-18	25-36	23.38	23.38	23.61
19-24	37-48	24.37	24.37	24.61
25-30	49-60	25.45	25.45	25.70
31-36	61-72	26.42	26.42	26.68
37-42	73-84	27.42	27.42	27.69
43-48	85-96	28.36	28.36	28.64
49-54	97-108	29.39	29.39	29.68
54+	108+	30.85	30.85	31.16

**Note:** New experienced employees may be employed at an hourly wage rate not in excess of the highest rate in the classification in which hired commensurate with the employee's ability and Experience.

# **LINE WORKER**

*Months of Continuous Service	Months of Continuous Service	Current Rate	Effective November 1 2016	Effective November 1 2017
0-6	0-12	16.09	16.09	16.25
7-12	13-24	21.71	21.71	21.93
13-18	25-36	22.65	22.65	22.88
19-24	37-48	23.60	23.60	23.84
25-30	49-60	24.64	24.64	24.89
31-36	61-72	25.58	25.58	25.84
37-42	73-84	26.55	26.55	26.82
43-48	85-96	27.46	27.46	27.73
49-54	97-108	28.45	28.45	28.73
54+	108+	29.86	29.86	30.16

# **MAINTENANCE TECHNICIAN**

*Months of Continuous Service	Months of Continuous Service	Current Rate	Effective November 1 2016	Effective November 1 2017
0-6	0-12	15.43	15.43	15.58
7-12	13-24	16.00	16.00	16.16
13-18	25-36	16.58	16.58	16.75
19-24	37-48	17.15	17.15	17.32
25-30	49-60	17.72	17.72	17.90
31-36	61-72	18.30	18.30	18.48
37-42	73-84	18.87	18.87	19.06
43-48	85-96	19.45	19.45	19.64
49-54	97-108	20.02	20.02	20.22
54+	108+	20.59	20.59	20.80

# **Utility Worker**

Management stipulates that the implementation of the Utility Worker Classification will not be the cause of layoff in the Installation and Repair Person and Line Worker Classifications, nor will present employees in the Installation and Repair Person and Line Worker Classifications be reclassified to the Utility Worker Classification. The purpose of the Utility Worker is to assist the employees in the Line Worker Classification.

After twelve (12) months, employees in the Utility Worker Classification will be reclassified to the Line Worker Classification. The employee will begin at the entry-level wage scale in the Line Worker Classification.

*Months of Continuous Service	Months of Continuous Service	Current Rate	Effective November 1 2016	Effective November 1 2017
0-6	0-12	20.59	20.59	20.80
7-12	13-24	21.89	21.89	22.11

Employees may be employed at an hourly rate not in excess of the corresponding wage schedule for the Line Worker Classification.