

AGREEMENT

BETWEEN

WABASH TELEPHONE COOPERATIVE, INC.

PLANT DEPARTMENT

AND

LOCAL UNION 702,  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

January 1, 2018 – December 31, 2020



THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of January, 2018, by and between WABASH TELEPHONE COOPERATIVE, INC. its successors or assigns, party of the first part, who may be referred to hereinafter as the “Cooperative” and LOCAL UNION 702, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, party of the second part, who may be hereinafter referred to as the “Union”.

THAT, WHEREAS, the parties to this Agreement desire to arrange a complete understanding between themselves in the relations of Employer and Employee, and desire to prevent strikes, lockouts and disagreements, and desire to settle all grievances and disputes which may from time to time arise between them, in a peaceful manner. They do hereby agree as follows:

## **ARTICLE I**

### **CONTRACT PERIOD**

**Section 1.01** This Agreement and the provisions thereof when signed by the authorized representatives of the Cooperative and the Union, and approved by the International President of the International Brotherhood of Electrical Workers, shall be effective from January 1, 2018 to and including December 31, 2020, and shall continue in full force and effect thereafter unless amended or terminated by the giving of a written notice from either party to the other, in which case this Agreement shall be amended or terminated sixty (60) days following the receipt of such notice, but no earlier than December 31, 2020.

**Section 1.02** If either or both parties desire to negotiate amendments to this Agreement, such amendments shall be submitted in writing at least sixty (60) days prior to December 31, 2017-2020. It is agreed that such amendments shall not take effect prior to December 31, 2017-2020, unless otherwise mutually agreed.

## ARTICLE II

### SCOPE OF AGREEMENT AND UNION SECURITY

**Section 2.01** The Cooperative hereby recognizes Local Union 702 of The International Brotherhood of Electrical Workers as the exclusive bargaining agent and representative of its construction, installation, maintenance, and office clerical employees. Professional, supervisory employees and guards as defined in the Labor Relations Act are specifically excluded from this Agreement.

**Section 2.02** It is agreed between the parties hereto that all present and new employees, also former employees returning to work, shall be and remain or be required to become and remain, respectively, members of the Local Union as a condition of employment hereunder. The Cooperative shall notify the Business Manager of the Local Union of the date of employment and classification of each new and/or re-employed employee and shall refer them to the representative of the Local Union for instruction and advice concerning the Union shop requirements of this Agreement. All such employees shall arrange with the Local Union for membership thereon on the ninety-first day of employment under this Agreement. The Cooperative reserves the right, at its sole discretion, to discharge an employee within one hundred and twenty (120) working days of the date of initial employment; said one hundred and twenty (120) working day period to be defined as a probationary period without being subject to the procedures outlined in Articles IV and V.

**Section 2.03** It is agreed that the Cooperative may employ high school/college students at the current minimum wage rate as established by the Federal Law to perform miscellaneous unskilled labor. The high school/college students shall not work more than eight (8) hours in any one day or forty (40) hours in any one week, except that such high school/college students when

working with regular employees who are authorized to continue on the work location on an overtime basis, and no other reasonable transportation is available to return to their reporting location, said high school/college students shall be allowed overtime. High school/college students hired in accordance with this section will not be subject to the other provisions of this agreement. Provided, however nothing contained herein shall alter or supersede the 2016 Supplemental Employee Agreement between the parties.

**Section 2.04** It is understood and agreed that no member of the Local Union shall be discriminated against or denied employment because of said member's activities in matters affecting the Union unless such activities result in destruction or attempted destruction of the Cooperative's property.

**Section 2.05** In the event that any of the provisions of this Agreement shall conflict with any State or Federal law or presidential regulation, such provisions shall be deemed to be modified sufficiently in respect to either or both parties to the extent necessary to comply with such laws or regulations and the remaining portion of this Agreement shall remain in full force and effect.

**Section 2.06** Any written notice to be given under this Agreement shall be deemed properly given when deposited in the United States Post Office under Certified Mail addressed to the last known address.

**Section 2.07** The Company and the Union will continue to support their policies of nondiscrimination against any employee in terms, tenure or conditions of employment of Union membership because of race, color, sex, age, religion, creed, or a national origin. Masculine pronouns and nouns as used in this agreement shall be construed to mean employees of either sex.

## **ARTICLE III**

### **SENIORITY**

**Section 3.01** Seniority for each regularly paid employee who has been employed as such for one hundred and twenty working days within a period of twelve (12) consecutive months under this Agreement shall begin as of the first day of such employment unless his seniority has been broken as hereinafter provided in Section 3.03. If his seniority has been broken and the employee is re-employed, then and in that event the employee's seniority after having been re-employed for a period of one hundred and twenty (120) working days within a period of twelve (12) consecutive months, shall begin on the first date of re-employment after his most recent loss of seniority hereunder.

**Section 3.02** When making a reduction in the number of employees due to lack of work and when re-hiring, the following procedure shall govern:

- (a) Employees who have not established seniority with the Cooperative shall be laid off first.
- (b) Thereafter, employees shall be laid off in the inverse order of their established seniority.
- (c) The foregoing provisions of (a) and (b) need not apply when the applications thereof would result in the Cooperative being required to lay off employees possessed of skill essential to properly perform the work available at time of the layoff not possessed by employees having established greater seniority.
- (d) When adding employees, those having established seniority most recently laid off on account of curtailment of work shall be the first among those holding seniority to be re-employed, if available, and physically able to return to work, provided they have the qualifications required.

**Section 3.03** Seniority shall be deemed to have been broken for the following reasons:

- (a) If the employee resigns.
- (b) If the employee is discharged for just cause and not reinstated.

- (c) If an employee has been laid off, or performed no work for any reason, for more than eighteen (18) continuous months.
- (d) If an employee who has been laid off less than eighteen (18) months fails to return to work within three (3) days after being properly notified to report for work and does not have a satisfactory reason for failing to report. It is the sole responsibility of such employee to keep the Cooperative advised of their proper address.
- (e) If an employee is absent from work without authorization and fails to give a reasonable and satisfactory reason thereof.

**Section 3.04** Promotions by job bidding shall be based on seniority, ability and qualifications. Ability and qualifications being sufficient, seniority shall prevail.

- (a) Should an employee decline a promotion, it shall have no effect on said employee's future promotions.
- (b) An employee promoted to a new position will be given a reasonable opportunity to demonstrate his qualifications and ability. If said employee does not qualify, in a reasonable time, he shall be returned to the position he formerly held.

**Section 3.05** When vacancies occur or when new positions are created within the jurisdiction of this Agreement, the Cooperative will post a notice on the bulletin boards for a period of five (5) days (Sundays and holidays excluded) announcing the position open. If an employee is on vacation during the posting period, the Cooperative will notify the employee of the posting. Employees desiring to be considered shall make written application to the Manager. When necessary, temporary assignments will be made for the period the position is considered open. If no applications are received, at the Cooperative's option, the position may remain vacant, or the position may be filled by employment.

**Section 3.06** An employee who has established seniority, if he can be separated from duty, may be granted a leave of absence upon approval from the Cooperative and while on such leave, said employee shall not forfeit any such seniority he may heretofore have

established provided he does not overstay his leave or accept employment elsewhere while on such leave without the approval of the Cooperative.

**Section 3.07** An employee who is injured while engaged in the course of and within the scope of his employment by the Cooperative shall continue to accumulate seniority for up to eighteen (18) months, and upon recovery shall be reinstated to his former position with full seniority providing he makes application to return to work within one (1) day after he is pronounced recovered by his physician and if he is physically qualified to return to work.

**Section 3.08** The Cooperative and Union may, by mutual agreement, suspend or alter the provisions of this Article in case of mutual desire to provide employment for an employee who has been partially disabled while in the employ of the Cooperative on or off duty while on authorized leave serving in the United States military service.

#### **ARTICLE IV**

##### **SETTLEMENT OF DIFFERENCE**

**Section 4.01** In the event of any disagreement arising between the Cooperative and any employee or employees, such disagreement shall first be presented by such employee or employees, preferably accompanied by the Union Steward, to the Manager of the Cooperative.

**Section 4.02** In case of failure to reach agreement within 48 hours of its submission under Section 4.01 above, The Manager of the Cooperative will meet with the Business Manager and/or a Business Representative of the Union to attempt to reach agreement.

**Section 4.03** Differences of an emergency nature shall be handled with the speed which the circumstances warrant.



## **ARTICLE V**

### **ARBITRATION**

**Section 5.01** Any difference not settled under Section 4.02 of this Agreement, may at the request of either the Cooperative or the Union, be submitted to arbitration.

**Section 5.02** The party requesting arbitration should notify the other party by certified mail, and shall, on or before the fifth day following, designate one representative and advise the other party of such designation. The other party shall, on or before the fifth day following receipt of such notice, designate one representative and advise the first party of such designation. The two representatives so appointed shall constitute a Board of Arbitration and shall meet promptly and endeavor to decide the matter or matters submitted, and in case of a failure to reach a decision within five days (Sundays and Holidays excluded), the two shall select a third member to act as Chairman of the Board.

**Section 5.03** In the event the arbitration board cannot agree on the third arbitrator within five days, either or both parties may request the Federal Mediation and Conciliation Service, Washington, D.C., to submit a list of seven (7) names. The Cooperative and the Union shall alternately strike six (6) of the seven (7) names. The remaining name shall be the Arbitrator.

**Section 5.04** It is agreed that a majority decision rendered by a Board of Arbitration under this Article shall be final and binding on both parties.

**Section 5.05** The parties hereto shall bear the expense of their own arbitrators, and the compensation and expense of the third arbitrator shall be borne equally by the Cooperative and the Union.

**Section 5.06** In view of the above procedures which assure a fair and impartial settlement of all differences, the Union agrees that it will not call upon employee members to

cease or abstain from the continuous performance of their respective duties with the Cooperative; and the Cooperative agrees that it will not do anything to prevent such continuity of performance of said employees insofar as such services are required in the normal and usual operation of the Cooperative's business.

## ARTICLE VI

### WAGES

**Section 6.01** Wage rates for Plant Department employees from January 1, 2018 through December 31, 2020 will be as follows:

<u>Classification</u>	<u>Effective</u>		
	1/1/18	1/1/19	1/1/20
<b>Electronic &amp; Transmission Technician</b>			
1st Year	28.61	29.11	29.61
2nd Year	28.82	29.32	29.82
3rd Year	30.33	30.83	31.33
4th Year	30.75	31.25	31.75
5th Year	31.30	31.80	32.30
<b>Cable Splicer/Fiber Repair**</b>			
1st Year	24.55	25.05	25.55
2nd Year	25.06	25.56	26.06
3rd Year	27.61	28.11	28.61
4th Year	28.82	29.32	29.82
5th Year	29.73	30.23	30.73
** Whenever an employee under this classification is performing work on fiber, an additional 60 cents per hour will be paid			
<b>Communications Installer and Repair</b>			
1st Year	26.86	27.36	27.86
2nd Year	27.40	27.90	28.40
3rd Year	29.48	29.98	30.48
4th Year	29.67	30.17	30.67

<b>Records &amp; Dispatch</b>	29.33	29.83	30.33
<b>Construction- Communications Helper</b>			
1st Year	23.33	23.83	24.33
2nd Year	24.45	24.95	25.45
3rd Year	26.46	26.96	27.46
4th Year	27.19	27.69	28.19
<b>Warehouse &amp; Vehicle Maintenance</b>			
1st Year	23.38	23.88	24.38
2nd Year	23.63	24.13	24.63
3rd Year	25.12	25.62	26.12
4th Year	25.28	25.78	26.28

**Section 6.01.1** Wage rates for Plant Department employees who become employees after September 30, 1994 will be as follows:

<b><u>Classification</u></b>	<b><u>Effective</u></b>		
	<b>1/1/18</b>	<b>1/1/19</b>	<b>1/1/20</b>
<b>Electronic &amp; Transmission Technician</b>			
1st Year	18.59	19.09	19.59
2nd Year	22.03	22.53	23.03
3rd Year	25.57	26.07	26.57
4th Year	29.01	29.51	30.01
5th Year	31.30	31.80	32.30
<b>Cable Splicer/Fiber Repair</b>			
1st Year	17.80	18.30	18.80
2nd Year	21.01	21.51	22.01
3rd Year	24.40	24.90	25.40
4th Year	27.58	28.08	28.58
5th Year	29.73	30.23	30.73
<b>Communications Installer and Repair**</b>			

1st Year	17.78	18.28	18.78
2nd Year	20.97	21.47	21.97
3rd Year	24.26	24.76	25.26
4th Year	27.55	28.05	28.55
5th Year	29.67	30.17	30.67

\*\* Whenever an employee under this classification is performing work on fiber, an additional 60 cents per hour will be paid

**Records & Dispatch**

1st Year	24.34	24.84	25.34
2nd Year	25.26	25.76	26.26
3rd Year	27.02	27.52	28.02
4th Year	28.44	28.94	29.44
5th Year	29.33	29.83	30.33

**Construction-Communications Helper**

1st Year	16.54	17.04	17.54
2nd Year	19.36	19.86	20.36
3rd Year	22.35	22.85	23.35
4th Year	25.32	25.82	26.32
5th Year	27.19	27.69	28.19

**Warehouse & Vehicle Maintenance**

1st Year	15.59	16.09	16.59
2nd Year	18.12	18.62	19.12
3rd Year	20.86	21.36	21.86
4th Year	23.59	24.09	24.59
5th Year	25.28	25.78	26.28

**Section 6.01.2** When an employee is assigned by management to be in charge of a work group, he shall receive a differential of fifty (50) cents per hour above his basic rate for all hours worked during the period of assignment.

**Section 6.01.3** When an employee is designated as Construction Foreman, he shall receive a differential of one dollar (\$1.00) per hour above his basic rate for all hours worked during the period of assignment.

**Section 6.02** The Cooperative reserves the right to hire experienced personnel at other than the starting rate when vacancies exist and are not filled by the procedures set forth in Section 3.05. The starting wage rate shall be established by the Manager. None of the above credit shall be considered as seniority.

## **ARTICLE VII**

### **GENERAL RULES AND WORKING CONDITIONS**

**Section 7.01** The normal workweek for Plant employees shall consist of forty (40) hours of five (5) consecutive days Monday through Friday and Tuesday through Saturday. The normal workday shall consist of eight (8) hours from 8:00 a.m. to 5:00 p.m. with one hour for lunch starting at twelve noon. The normal workday for the Warehouse and Vehicle Maintenance employee will be eight (8) hours from 7:00 a.m. to 4:00 p.m. with one hour for lunch. The Records and Dispatch schedule may vary up to one (1) hour from the normal workday. Any variances in the Records and Dispatch schedules shall be bid upon by the dispatchers according to the respective seniority unless the people involved mutually agree to do otherwise. Weekend schedules shall be rotated among all Plant employees, except Records and Dispatch, Cable Splicer-Fiber Repair, Construction-Communications Helper, and Warehouse and Vehicle Maintenance.

The employees assigned Tuesday through Saturday will be responsible for “On Call” duty for the time frame, from Friday at 12:01 a.m. to the following Thursday at 12:00 p.m. The employee assigned “On Call” status will be assigned a cell phone. The employee will check with the Answering Service for troubles at reasonable intervals during Saturdays.

When an employee is working the Tuesday through Saturday schedule and the “On Call” period, the employee will have the option of taking the company vehicle home during the “On

Call” time frame, if the employee lives within the Cooperative serving area, and/or a ten (10) mile radius; however, this is not a residency requirement. The vehicle will be used for Company business only. There will be no tax liability to the employee.

Compensation for “On Call” period will be equal to one (1) normal base hourly pay for each day during that period excluding Sundays and Holidays. Sundays and Holidays will remain compensated at (3) hours normal base pay each. Time for actual call out will be compensated for at the applicable hourly rate covered under the contract.

Each employee shall report at the beginning and end of each workday to his designated reporting center. It is understood that the Cooperative reserves the right to change the designated reporting center of any employee subject to the provisions of Article III of this Agreement, provided, however, that the provisions of Article III shall not preclude the Cooperative from changing the designated reporting center of an employee possessed of the skill essential to the proper performance of the work required.

**Section 7.01.1** Employees may observe a one-half hour noon lunch period by mutual agreement with the Cooperative with quitting time then being 4:30 p.m.

**Section 7.02** When employees are required to work after 6:00 p.m., they shall be allowed thirty (30) minutes to eat a meal on Cooperative time and additional meals may be eaten on Cooperative time every five (5) hours thereafter. If an employee is called to work one hour or more before the regular starting time, he shall be allowed thirty (30) minutes to eat a meal on Cooperative time.

**Section 7.03** All employees covered by this Agreement shall receive full time employment, provided they are ready and in condition to perform their work. Employees laid off because a job is completed or shut down for reasons beyond the Cooperative’s control shall be

paid in full to and on the date of layoff. Employees shall not be laid off or transferred while other employees performing the same type work are required to work beyond the normal tour of duty unless done so by mutual agreement, emergency overtime excepted.

**Section 7.04** The following will be recognized as Holidays: New Year's Day, Employee's Birthday, Decoration Day, Independence Day, Labor Day, Columbus Day (which shall be celebrated on the same day it is celebrated by banks and businesses in the service area), Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day, and the last one-half day, to begin at 1:00 p.m., on Christmas Eve and New Year's Eve, or the days celebrated therefore. Employees shall be given seventy-two (72) hours notice when required to work on the above Holidays except in emergencies, and shall receive eight hours pay for each holiday or the day celebrated therefore. Sunday holidays shall be celebrated on the following Monday, except for the one-half day on Christmas Eve and New Year's Eve which shall be celebrated on the preceding Friday, and Saturday holidays shall be celebrated on the preceding Friday.

Each employee shall receive an additional day off each year to be designated as a "floating holiday". The employee shall notify the Cooperative at least twenty-four (24) hours in advance of the day on which they desire to observe their "floating holiday". "Floating holidays" shall be arranged at a time agreeable to the employees and management, taking into full consideration work force requirements and work conditions. If two employees designated the same days as their floating holiday, it shall be awarded to the employee with the most seniority. This time may be used in one hour increments.

**Section 7.04.01** The employee's own birthday holiday as set forth in Section 7.04 shall be observed on the calendar date on which the birthday falls, or any day the employee so designates within the calendar week.

**Section 7.05** All time worked in excess of regular hours shall be paid for at the rate of time and one-half except as hereinafter provided. Overtime shall be divided as equally and impartially as possible among the employees. Employee's names and overtime hours paid shall be posted monthly on bulletin boards.

**Section 7.06** When an employee is called back to work after having been released from his regular day's work, he shall receive not less than two hours pay at time and one-half, with the exception of the Electronic and Transmission Technician who shall receive ½ hour minimum if the trouble can be corrected remotely. (i.e. from their computer or IPAD)

**Section 7.06.1** When called out between the hours of 5:00 p.m. to 11:00 p.m., the employee shall not receive less than two hours at time and one-half, with the exception of the Electronic and Transmission Technician who shall receive ½ hour minimum if the trouble can be corrected remotely. (i.e. from their computer or IPAD)

**Section 7.06.2** When called out between the hours of 11:00 p.m. and 6:30 a.m., the employee shall receive not less than three hours at time and one-half, with the exception of the Electronic and Transmission Technician who shall receive ½ hour minimum if the trouble can be corrected remotely. (i.e. from their computer or IPAD)

**Section 7.07** When employees are called for work on Sunday or Holidays, they shall receive double time for the entire time worked, and in no case shall they receive less than two (2)



hours time at the rate of double time. This pay on a Holiday shall be in addition to the regular holiday pay due the employee under Section 7.04, with the exception of the Electronic and Transmission Technician who shall receive ½ hour minimum if the trouble can be corrected remotely. (i.e. from their computer or IPAD)

**Section 7.08** When an employee is temporarily assigned to a higher rate classification for one hour or more, he shall, during such period, receive the rate of pay of the classification to which he is so assigned, and when an employee is temporarily assigned to a lower rated classification, he shall receive the rate of pay of his regular classification.

**Section 7.09** Employees will be paid every other Tuesday for work performed through the preceding Saturday.

**Section 7.10** The Cooperative shall furnish employees with all the proper tools and safety appliances necessary to properly perform their work assignments or for the protection of life and property in the performance of their duties, and employees shall at all times use every effort for the preservation of such tools and safety appliances and shall use them at all times when necessary. All trucks shall be provided fire extinguishers and first aid kits which shall be kept in condition to be used whenever needed.

**Section 7.11** Employees covered by this Agreement shall be entitled to the necessary time, not to exceed two hours, off with pay for the purpose of voting at all State, County, City and National elections, provided they are eligible to vote and do actually vote. The time each employee will take off for this purpose will be designated by the Manager of the Cooperative.

**Section 7.12** Employees will not be required to work outside in inclement weather unless an emergency exists. Emergency work shall be considered as out-of-service trouble – police, fire department, doctors, hospitals, and death in family and serious illness.

**Section 7.13** If an employee is required to serve on jury duty; the Cooperative will pay such employee the difference between the amount actually received for jury duty and the employee's regular wages.

**Section 7.14** No employee shall be required to use his personal car for Cooperative business; however, if the Cooperative requests, and the employee agrees that such car be used for Cooperative business, the employee shall be reimbursed for such use at the IRS acceptable mileage rate. It is further understood and agreed that the employee shall not use any Cooperative vehicle for any purpose other than on the business of the Cooperative.

**Section 7.15** The Cooperative shall provide, for each plant department employee, free local telephone service in the Cooperative's service area only, for a single residential line, said service to be provided only while the employee is actually employed by the Cooperative. Plant Department employees covered by this agreement will also receive the broadband "Test package" at no cost to the employee

**Section 7.16** Employees who desire to wear uniforms provided by the Cooperative shall pay half of the cost of such uniforms.

**Section 7.17** The Cooperative shall continue in effect the N.T.C.A. retirement program. Cooperative contribution will be 10.1% of employee base pay. Member contribution rate will be 5.5% of base pay. Effective January 1, 2019 new employees hired will receive a 2% match for each 1% contributed to the 401k plan up to the employee's 5% contribution instead of the NTCA R&S pension.

**Section 7.18** Effective August 1, 2014, the health care plan, along with the dental and vision care coverage will change from the current NTCA plan to the IBEW/NECA Family Medical Care Plan (FMCP). The employer shall pay 100% of the new plan #16, at the current applicable cost of each employee each year of the contract until January 1, 2020.

For the period January 1, 2020 to December 31, 2020 employees will pay fifty percent (50%) of the premium cost increase over the 2019 rates.

**Section 7.18.1** The Cooperative shall adopt the NTCA Flex Plan effective January 1, 2000. All administration expenses of the Plan will be paid by the Cooperative. Participation will be voluntary.

**Section 7.19** Cooperative management personnel will not perform work of employees included within the bargaining unit, except in the presence of an employee in like classification in case of service emergencies, or for the purpose of training, or to give temporary lend-a-hand assistance, or other times that will not deprive employees of wages.

**Section 7.20** The Cooperative and Union will jointly administer a safety program for the benefit of the employees and the Cooperative.

**Section 7.21** It is understood that to perform their job functions, all plant employees must have a valid driver's license, and in the case of Plant employees who drive vehicles with a gross vehicle weight of over 26,000 pounds, a valid Illinois commercial driver's license. Proof will be supplied to management during the months of January and July.

**Section 7.22** Plant employees performing work after dark will be provided with a cellular phone so they can contact the on-call supervisor.

**Section 7.23** The Cooperative will pay all expenses associated with providing the employees with the training necessary to perform their job functions. It is agreed that each employee must successfully pass Company required certifications or training classes that applies to their work for the Company. Upon receiving training and failing to pass the test or certification, employees will have an additional three (3) months from the time of the first initial testing, to attempt to again successfully complete the training or certification. An employee who fails the certification or training on the second try shall be given an additional three (3) months to retrain, and test to gain a successful score. During the three (3) month period employee will be coached/ counseled by a two member committee. The committee will consist of one member chosen by the Company and one member chosen by the Union. This committee will mentor and continue to train the employee for successful completion toward a certificate or successful test. Employees who are unable to pass the testing standard may be removed from their current position and exercise their seniority to a position they have either previously held or is determined to have the ability to perform. Time frames may be mutually extended to assist in training or to meet the availability of instructors or courses.

**Section 7.24** Electronic and Transmission Technicians must possess both a Calix Certification as well as a Cisco DWDM Certification in order to hold that position, for employees hired into the Central Office after January 1, 2016.

## **ARTICLE VIII**

### **VACATIONS**

**Section 8.01** All employees who have completed one (1) year of service with the Cooperative will be entitled to one (1) week of vacation with pay. All employees who have completed two (2) years, but less than seven (7) years, of service with the Cooperative will be entitled to two (2) weeks of vacation with pay. All employees who have completed seven (7) years of service with the Cooperative will be entitled to three (3) weeks of vacation with pay. All employees who have completed eight (8) years of service with the Cooperative shall receive one (1) additional day of vacation for each year over eight (8) years until and including the seventeenth (17<sup>th</sup>) year (total maximum of twenty-five working days).

Any employee hired before January 1, 1982 will take their twenty-five working days of vacation on a calendar year basis. Employees hired after January 1, 1982 will earn and take their vacation based on their anniversary date.

Vacation time cannot be accumulated from year to year, but must be taken in each vacation year. If, however, it becomes impossible to grant all of an employee's vacation during the vacation year, the Cooperative may, with the agreement of the employee, schedule the remaining vacation at a mutually agreeable time during the first two months of the following vacation year. Pay in lieu of vacation shall not be allowed. Employees receiving more than two (2) weeks of vacation shall not schedule more than two (2) weeks of such vacation during the months of June, July, August and September.

**Section 8.02** If an employee retires, resigns, or is terminated, he will be paid for such vacation as he has earned as of his anniversary date, and not received, and in addition to this, he shall receive vacation pay for the current year, the amount of which will be determined by multiplying the number of days of vacation he would have earned had his employment continued

to the following anniversary date, by the number of months elapsed between the preceding anniversary date and the date of the termination of his employment.

**Section 8.03** Prior to January 1 of each year, the Cooperative will, without undue delay, check with each employee as to the dates desired for vacation. The Cooperative will then post on bulletin boards, a schedule of vacation periods, respecting the wishes of the employee insofar as the needs of the service of the Cooperative will permit. If two or more employees within a work group, request the same vacation period, seniority shall prevail and junior employees will be asked to give an alternate choice of dates.

**Section 8.04** When a holiday listed in Section 7.04 falls during an employee's vacation, the vacation period shall be extended one additional day.

**Section 8.05** Employees eligible for one week of vacation may take one week of their vacation one full day or ½ day Monday thru Friday (either 4 hours in the morning or 4 hours in the afternoon) at a time. Employees eligible for more than one week of vacation may take up to (10) ten days of their vacation one full day or ½ day Monday thru Friday (either 4 hours in the morning or 4 hours in the afternoon) at a time. Such vacation days shall be arranged at any time agreeable to the employee and the management, taking into full consideration force requirements and work conditions.

In the event more employees request to be off a particular day than work force requirements or work conditions will allow, seniority will prevail.

The employ shall notify the Cooperative at least twenty-four (24) hours in advance of the day on which they desire to take a single vacation day.

**Section 8.06** Vacations shall be taken in multiples of five consecutive workdays beginning with Monday and ending with Friday except as provided in Section 8.04 and 8.05.

Employees will not be called back from vacation unless an emergency exists. If the Cooperative calls an employee back from vacation, such employee shall be paid time and one-half for the time worked, but not less than two hours and shall be granted time off equal to the time worked at a later mutually agreeable time.

## **ARTICLE IX**

### **SICK LEAVE**

**Section 9.01** Any full time employee who at the time of illness is then and has been in the employ of the Cooperative for a period of one (1) full year or more, but less than two (2) years, shall be entitled to sick leave with normal pay up to a total of five (5) working days in any one calendar year.

Employees who have been in the employ of the Cooperative for a period of two (2) years but less than three (3) years shall be entitled to sick leave with normal pay up to a total of ten (10) working days in one calendar year.

Employees who have been in the employ of the Cooperative for a period of three (3) years or more shall be entitled to sick leave with normal pay up to a total of twenty (20) working days in one calendar year.

Unused sick leave may be accumulated up to a maximum of sixty (60) working days in any calendar year. All claims for sick leave shall, if requested by the Cooperative, be supported by a certificate of the employee's attending physician that the employee was physically unable to properly attend his duties. The Cooperative reserves the right to have any such employee examined by a physician of its choice and at its expense.

Falsification of the reason on using sick leave may result in disciplinary action.

**Section 9.02** “Illness” as used hereinabove shall mean any form of physical disability, which by the doctor’s certification, renders said employee unable to properly attend his duties, provided the disability is not covered by Workers’ Compensation and is not the result of intoxication, the use of narcotics, venereal disease, disorderly conduct, or incurred in another gainful occupation.

**Section 9.03** All sick leave used by an employee shall be charged against his or her accumulated total. Once an employee has accumulated sixty (60) days of sick leave, annual awards of sick leave shall be used as follows: (1) replenishment of accumulated sick leave to the maximum of sixty (60) days, if necessary; (2) for each day of sick leave not used to replenish accumulated sick leave to the maximum of sixty (60) days, the Cooperative will pay the employee a bonus in an amount equal to eight (8) times his then existing hourly rate the number of sick leave days not used for replenishment up to a bonus of a maximum of seven (7) days. Said bonus to be calculated annually on employee’s anniversary date of employment. Any bonus payment for this purpose will be made to the employee at the end of the current pay period following the employee’s anniversary date.

**Section 9.04** Reasonable time off will be allowed without loss of pay when death occurs in the employee’s immediate family. For the purpose of this contract, the words “immediate family” shall mean the employee’s father, mother, father-in-law, mother-in-law, sister-in-law, brother-in-law, brother, sister, wife, children, grandchildren, grandmother, grandfather, son-in-law, daughter-in-law or relatives living in the employee’s household. It is agreed the term “reasonable” will mean from three to five days, depending on the circumstances. The employee must report such death and make his request for leave to the Manager prior to taking the time off



allowed under this Section. Time received under this Section shall be deducted from the accumulated time granted under Section 9.01.

**Section 9.05** Employees will be allowed to use accumulated time granted under Section 9.01 for doctor or dental appointments for the employee. The employee will be allowed seven (7) days of the accumulated time for doctor/dental, and illness for employee's spouse, children, father, and/or mother with approval of their supervisor. This time may be used in 30 minute increments. If the seven (7) days are used, the employee will have the ability to use vacation time, with management approval.

**Section 9.06** Nothing herein contained shall be construed to allow any employee more than eighty (80) days of sick leave which may be used in any year, said year to be a twelve-month period commencing with the employee's anniversary date.

**ARTICLE X**

**DUES DEDUCTIONS**

**Section 10.01** The Employer agrees to deduct and forward to the financial secretary of the Local Union, upon receipt of a voluntary authorization, the additional working dues from the pay of each Union member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

**Section 10.02** The employer agrees to deduct and forward to the financial secretary of the Local Union, upon receipt of a voluntary authorization, amounts the employee wishes contributed to COPE.

**ARTICLE XI**

**CONTRACT WORK**

**Section 11.01** The Cooperative may contract work out as long as such contracting out does not result in either layoff or part-timing of employees.

WABASH TELEPHONE COOPERATIVE, INC.

DATE: 3/22/2018

BY: Rodney Byars  
President

LOCAL UNION 702, INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,  
AFL-CIO

DATE: 3/22/18

BY: Steve Aughart  
Business Manager

