## AGREEMENT

Between
CONSOLIDATED COMMUNICATIONS OF ILLINOIS COMPANY


And

LOCAL UNION NO. 702
INTERNATIONAL
BROTHERHOOD
OF
ELECTRICAL WORKERS
(A. F. of L. - C. I. O.)

November 15, 2021
through
November 14, 2024

## PREFACE

This is a copy of the Agreement covering Wages and Working Conditions negotiated between Consolidated Communications of Illinois Company and Local Union 702, International Brotherhood of Electrical Workers (A.F. of L.-C.I.O.).

It is intended that the provisions herein be applied as specified and every attempt has been made to have them clearly stated. It is important that each and every individual concerned read the entire Agreement carefully in order to keep misunderstanding or misinterpretations at a minimum.

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## ARTICLES OF AGREEMENT

## Between

# CONSOLIDATED COMMUNICATIONS OF ILLINOIS COMPANY 

And<br>LOCAL UNION 702, INTERNATIONAL BROTHERHOOD<br>OF<br>ELECTRICAL WORKERS<br>(A. F. of L. - C. I.O.)

THIS AGREEMENT, made and entered into this $15^{\text {th }}$ day of November 2021 by and between CONSOLIDATED COMMUNICATIONS OF ILLINOIS COMPANY, a corporation, hereinafter referred to as the "Company" and LOCAL UNION 702, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (A. F. of L. - C. I. O.), hereinafter referred to as the "Union."

## WITNESSETH:

WHEREAS, both the Company and the Union desire to promote harmony and efficiency to the end that the public, the Company, and the Union may be mutually benefited,

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

## ARTICLE 1

## Recognition

1.01 The Company recognizes the Union as the sole collective bargaining agent in matters relating to rates of pay, hours, working conditions and other conditions of employment for all employees exclusive of:
a.) Supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action.
b.) Employees specifically excluded by any existing or future order of the National Labor Relations Board and affecting the Company.
c.) Executive \& Administrative Assistants to the management officials of the Company, not to exceed eighteen (18) in number. A current list of such confidential employees shall be furnished to the Union upon request.

The employees so represented are referred to in this Agreement as "employees."

## ARTICLE 2 Avoidance of Discrimination

2.1 The Union recognizes the right of every employee to refrain from membership in the Union and agrees that neither it nor any of its officers or members will intimidate or coerce any employee into membership in the Union nor discriminate against any employee because of nonmembership. The Union will be granted ten (10) minutes to meet with newly hired employees represented by the bargaining unit to provide information regarding union membership. Meetings shall be scheduled by management and a Company representative may be present during such meeting.
2.2 The Company and the Union will continue to support their policies of non-discrimination against any employee in terms, tenure, or conditions of employment or Union membership because of race, creed, color, national origin, sex, or age.
2.3 Masculine pronouns or nouns as used in this Agreement shall be construed to mean employees of either sex.
2.4 The Union agrees for its members that individually and collectively they will perform loyal and efficient work and service and that they will use their influence and best efforts to protect the property and interest of the Company.
2.5 The Company and the Union agree that they will not act capriciously or arbitrarily in their treatment of employees and will apply the terms of this Agreement impartially to all employees.

## ARTICLE 3

## Union Security

3.1 Any employee who wishes to withdraw from the Union must do so in writing during a ten (10) calendar day period immediately prior to thirty (30) calendar days before the expiration of this agreement.
3.2 It is agreed that for the purpose of paragraph 3.1 immediately preceding, (a) an employee shall be deemed to be a member in good standing so long as he pays or tenders to the Union an amount equal to the regularly recurring monthly Union dues for the remainder of the term of this Agreement and (b) employees expelled from membership in the Union because of failure to tender their Union dues shall, upon written request of the Union, be discharged; providing, however, that the Union's request for discharge is received prior to the expiration date of this Agreement.
3.3 Any employee whose discharge has been requested by the Union under the provisions of this ARTICLE 3 may, upon notice in writing to the Company and the Union, request that the matter be negotiated as a grievance under ARTICLE 6 of this Agreement; and the matter shall thereupon be negotiated as a grievance at an appropriate management level.

## ARTICLE 4 <br> Payroll Deduction of Union Dues

4.1 The Company agrees that it will deduct from the wages of such members of the Union who individually and voluntarily have heretofore executed or shall hereafter execute a payroll deduction authorization in form approved by the Company, periodic membership dues and initiation fees in the Union so long as such authorization be not revoked in writing by the employee. The Company agrees to forward to the Union monthly and without cost to the Union the aggregate of such deductions to be accompanied by a statement indicating the names of the employees from whom such deductions shall have been made and the respective amount deducted from such employees' wages.

## ARTICLE 5 Collective Bargaining Procedure

5.1 Collective bargaining negotiations in respect to rates of pay, hours of employment or other conditions of employment shall be carried on between duly authorized representatives for the Union and representatives designated by the Company's Senior Vice President, Operations.
5.2 The Union and the Company shall keep each other informed as to their authorized and designated representatives.
5.3 Collective bargaining meetings between authorized representatives of the Union and the Company may be held at any time upon reasonable notice by one party to the other setting forth
therein the subject matter to be discussed at the meeting. The first collective bargaining meeting shall be scheduled within thirty (30) days after notice is first given of a desire to amend or terminate this Agreement pursuant to ARTICLE 27.
5.4 Conclusions reached as a result of collective bargaining shall be reduced to writing and shall be signed for the Union by a duly authorized official of the Union, and by the Company's Senior Vice President of Operations, or his appointed agent for the Company.
5.5 During formal collective bargaining, members of the union bargaining committee will have shift preference for the duration of negotiations based on a schedule of Monday through Friday from 8:00 a.m. to 5:00 p.m.

## ARTICLE 6 Adjustment of Grievances

6.1 In the event any differences shall arise during the term of this Agreement between the Company and any employee or employees hereunder, or between the Company and the Union, then such difference shall be settled in the following manner:

Step 1. An employee or employees (preferably assisted by the Steward) shall first present the matter in dispute to the appropriate Company supervisor involved. In the event the dispute in not settled in this manner, it shall be reduced to writing and presented to the management representative immediately supervising the employee by the Union Steward. This written notice shall contain a statement of the alleged violation and shall be presented within five (5) working days from the date of the situation giving rise to the grievance. The Company's answer will be given in writing to the Local Union Steward and the employee involved within five (5) working days after the receipt of the Union's written notice.

Step 2. In the event the reply given under Step 1 above is not satisfactory, the matter shall be presented to the appropriate Company representative by a Business Representative of the Local Union within ten (10) working days of the Company's reply. They shall meet within a reasonable period of time in an attempt to resolve the grievance. The appropriate Company representative shall furnish the Business Manager of the Union an answer in writing within ten (10) working days after such meeting.

Step 3. Where differences are not satisfactorily adjusted under Step 1 or Step 2 above, the Union may request a meeting with the Company's Senior Vice President of Operations, and/or his appointed representative. Such request for a hearing shall be made in writing within ten (10) working days after the answer given under Step 2 above.

The Company's Senior Vice President of Operations and/or his appointed representative shall meet with the Business Manager within a reasonable period of time in an attempt to resolve the grievance. The Company will furnish the Business Manager its final position in writing within ten (10) working days after this meeting.
6.2 In case the difference is of an emergency nature, the Company and the Union agree to make every attempt to resolve the differences with the speed warranted by the circumstances without reference to the time limits set forth in Section 6.1 above.
6.3 The parties to the Agreement may mutually agree to extend the time limits set forth in Section 6.1 for specific reasons.
6.4 It is agreed that all terms of this Agreement shall be considered in the handling of any grievance.
6.5 The Company agrees, however, that after a grievance has been placed in the hands of a Union representative, and the Union representative has dealt with a Company representative with relation thereto, no Company representative will discuss the matter with the employee or employees involved without first notifying the Union representative originating the negotiations.
6.6 Any individual employee or group of employees may present grievances to the Company and may have such grievances adjusted with the Company without intervention of the Union, as long as such adjustment is not inconsistent with the terms of this Agreement. The Company shall notify the Union about all such presentations, and the Union shall be given a reasonable opportunity to be present at such adjustment.
6.7 To the extent reasonably required, but subject to Rules and Regulations of the National Labor Relations Board and such legislation as may apply, the Company agrees to permit employees representing the Union to confer with management representatives during working hours without loss of pay.

## ARTICLE 7 Arbitration

7.1 If a difference arises between the Union and the Company which involves interpretation and application of the terms of this Agreement, and which cannot be resolved by the parties under the grievance machinery, the matter shall be submitted to arbitration upon the written request of either party, provided that such request must be delivered within twenty (20) calendar days after the final decision of the Company pursuant to Section 6.1 has been delivered to the Union. If the parties do not agree upon an arbitrator within five (5) days after the request for arbitration, either party may request the Director of the Federal Mediation and Conciliation Service to transmit a list of five (5) proposed arbitrators to the parties. Upon receipt of such list, the parties shall meet within ten (10) days to select an arbitrator, the method of selection being as follows: Each party shall strike two names from the list alternatively, the party having requested the list being the first to strike a name, and then the other party striking a name, the last remaining name being that of the impartial arbitrator. The arbitrator shall not have authority to change, add to, or subtract from the provisions of this Agreement; his decision shall be final and binding upon the parties and the cost and expenses of the arbitrator shall be shared equally by the parties.

## ARTICLE 8 <br> Hours of Work

## 8.1

a.) JOB CLASSIFICATIONS:

Switching Technician
Building Technician
Apprentice Switching Technician
Field Service Technician
Apprentice Technician
Computer Operator

Accounting Specialist
Accounting Specialist II
Office Specialist
Janitor
Operations Installer
Material Control Specialist
b.) NORMAL WORKDAY: Each calendar day beginning at 12:01 a.m. and ending at 11:59 p.m. Day Shift Employees - Eight (8) hours between 8:00 a.m. and 5:00 p.m. exclusive of up to one (1) hour for a lunch period where the lunch period duration is mutually agreeable to management and the employee(s). Lunch periods are defined as any period from zero to sixty (60) minutes. The timing and location of lunch periods must be conducive to overall operating efficiency and public good will, and accordingly, any lunch period includes necessary travel time associated with the employee's lunch.

Evening and Night Shift Employees - Eight (8) hours between 4:00 p.m. and 1:00 a.m. or eight (8) hours between 11:00 p.m. and 8:00 a.m. exclusive of up to one (1) hour for a lunch period where the lunch period duration is mutually agreeable to management and the employee(s). Lunch periods are defined as any period from zero to sixty (60) minutes. The timing and location of lunch periods must be conducive to overall operating efficiency and public good will, and accordingly, any lunch period includes necessary travel time associated with the employee's lunch.

Employees on a continuous eight (8) or ten (10) hour shift (with no scheduled lunch), may take an additional rest period of fifteen (15) minutes to be taken at the work site.
c.) NORMAL WORKWEEK: Five (5) consecutive workdays scheduled as follows: Sunday to Thursday, inclusive; Monday to Friday, inclusive; Tuesday to Saturday, inclusive.
d.) COVERAGE: A variation of two (2) hours at either end of a normal workday may be scheduled for necessary coverage. Any shift beginning on or after 11 a.m. will be considered an evening shift.
e.) EXCEPTIONS: Janitors may be scheduled a forty (40) hour work week as required in five (5) consecutive day periods from Sunday to Thursday, Monday to Friday, Tuesday to Saturday with up to four (4) hours variation either end of the following shifts: 8:00 a.m. to 5:00 p.m., 4:00 p.m. to 1:00 a.m., and 11:00 p.m. to 8:00 a.m. all exclusive of up to one (1) hour for a meal period where the meal period duration is
mutually agreeable to management and the employee(s).

Non-contiguous scheduling of no more than twenty (20) percent of the total shifts may occur in the following work groups: Network Service Center Switching Technicians. These shifts shall be any five-work days between Sunday and Friday and Monday and Saturday. The differential payment for these non-contiguous shifts will be $\$ 1$ per hour for every hour worked in addition to the basic hourly rate. Holidays will continue to be filled as in Article 10.02.
f.) POSTING: Seniority will apply to selection of work tours. Work tours will be posted annually prior to January 1st each year and remain in effect until changed by the Company or an employee. Changes to the established work tour will be posted at least two (2) weeks in advance. Seniority will apply to any change in established work tours. Changes communicated less than seven (7) days in advance of the effective date will result in premium pay for hours worked outside the previously scheduled work tour. If the change in the established work tour is a mutual agreement between management and the employee, premium pay will not apply. An employee who elects to change shifts and has seniority to do so shall give their supervisor notice and will be subject to the two (2) week advance schedule change notice above. The employee who changes shift will be required to remain on that shift for a minimum of twelve (12) weeks unless job requirements would deem necessary for the supervisor to change.
g.) INCLEMENT WEATHER: Supervisor will assign indoor work for all employees at the start of a scheduled shift when in his opinion weather conditions are unsuited for outside work.
h.) STARTING POINT FOR WORK: Shifts will begin and end at the employee's primary work area or at another location as designated by the Company.
i.) REST PERIOD: Employees will be granted a fifteen (15) minute work break once during each regular period of work of four (4) hours. The break shall be taken at the job site or at a location enroute between job sites, provided no additional travel is required. The timing and location of work breaks must be conducive to overall operating efficiency and public good will.
j.) Employees shall not ordinarily be required or permitted to work more than sixteen (16) continuous hours. However, in service emergencies or under circumstances beyond the control of the Company, it may become necessary to work an employee such extended hours.

Such employee who has worked more than sixteen (16) continuous hours shall be entitled to an eight (8) hour rest period before returning to work. If any portion of the rest period extends into the employee's regular scheduled shift, the employee shall be excused from work without loss of pay at regular rate for the remainder of the rest period.

## k.) ON CALL:

1.) On-call will be rotated within the affected work group pool among employees who volunteer for on-call rotation. Each on-call pool of volunteers will be no less than four (4) volunteers. If there are not at least 4 volunteers per work group, the 4 least senior employees in those work groups will be assigned to on-call on a rotating basis. All employees in the affected work groups will be designated to a primary work area for on- call purposes. If an employee lives closer to a primary work area other than their normal primary work area, that will be their designated primary work area for on-call purposes. Employees may choose to volunteer for on-call responsibility in more than one (1) primary work area (providing the oncall responsibility is for different weeks), if the employee meets the criteria in section (2). The company retains the right to designate the affected work groups.
2.) It is the Company's intent to keep at least four (4) employees per work group. If the work group does not have four (4) employees to meet the minimum requirement for on-call (due to retirements, employee(s) bidding to another position within the Company, employee(s) leaving the Company to pursue other interests, etc.), on-call volunteers will then be accepted from other primary work areas to meet the minimum requirement of four (4) or if no volunteers are available, the Company will draft the least senior employee(s) needed from the other primary work area to meet the minimum requirement of four (4). If the drafted least senior employee is already on-call for their designated primary work area, the Company will select the next senior person for that week. It is understood the above language does not preclude the Company from having less than four (4) employees in a classification.
3.) While on-call, employees will be expected to carry a Company provided cell phone, must respond to the call within fifteen (15) minutes, be ready to respond, meet all Company and legal requirements to be fit for duty, be in route within thirty (30) minutes of the initial contact and must accept all call out opportunities per \#5 below. If the employee called out is unable to arrive on-site within one hour from the time they are initially called, the employee will be required to call the customer or contact person on the ticket to provide a status and estimated time of arrival.
4.) Employees assigned on-call will receive one and one half ( $1 \frac{1}{2}$ ) hours of straight time pay per day, Monday through Friday, and two and one half ( $21 / 2$ ) hours straight time pay per day for Saturday, Sunday, and Company designated holidays.
5.) If work is performed, the employee shall receive the applicable call-out payment in addition to the on-call payment.
6.) Assignment of on-call periods (i.e. the hours, days, and employee groups so assigned) will be at the discretion of the Company. The on-call individual is to be the first contact on all callouts and is required to report to work. If additional resources are needed, the call out list will be utilized as necessary. The intent is to
utilize the on-call person for emergencies and urgent customer matters and not for all overtime work opportunities.
7.) If on-call assignment conflicts with the employee's personal calendar, or the assigned employee is unable to accept the assigned on-call responsibility for any reason, they will be expected to find a replacement with supervisory assistance. In these instances, it will be the scheduled on-call person's responsibility to communicate to their Manager the transition in on-call responsibility.
8.) On-call periods will be a week at a time, scheduled on a quarterly basis with the scheduled year beginning on January 1st, ending on December 31st.
9.) Employees assigned on-call responsibilities will be required to utilize a company vehicle during their weeks of on-call assignment.
10.) Each on-call week will begin at 8:00 a.m. Tuesday.
11.) It is understood that this language applies to Field Service Technicians (FST) and Outside Switching Technicians.

### 8.2 TEN HOUR/FOUR DAY WEEK

A ten (10) hour day, four (4) day workweek (Sunday, Monday, Tuesday, Wednesday), (Monday, Tuesday, Wednesday, Thursday), (Tuesday, Wednesday, Thursday, Friday), (Wednesday, Thursday, Friday, Saturday), or (Friday, Saturday, Sunday, Monday) for employees covered by the Bargaining Agreement.
a.) The Friday, Saturday, Sunday, Monday tour will be paid $\$ 1.50 /$ hour differential for every hour worked.
b.) The Company shall select the locations and classifications that are subject to the tenhour, four-day week. Selection of the posted tours will be on a seniority basis.
c.) These shifts would be scheduled within the same guidelines described in Article 8.1(b).
d.) Vacation weeks will continue to be defined as per Article 11.2(a) with the exception of employees scheduled a Friday, Saturday, Sunday, Monday shift. The vacation week for those specific skills will be defined as beginning on the preceding Thursday at 12:01 a.m. and ending on the following Wednesday at 12 midnight.
e.) Only hours worked in excess of ten (10) in any one day, except make-up time or forty (40) in any one week, shall be paid at the overtime rate.
f.) Sickness disability will be paid on the basis of ten (10) hours. Income will begin on the fourth day of disability.
g.) Vacation pay for employees scheduled four ten-hour tours shall not be in excess of forty (40) hours of pay per week.
h.) Weeks, which contain a recognized holiday, as described in Article 10 shall be scheduled on the basis of five eight-hour tours.
i.) Personal days may be an exception to paragraph 8. With supervisory approval, personal day may be scheduled during the ten-hour tours subject to the provisions of Article 10.06.
j.) Employees scheduled for ten hour tours shall in no case receive in excess of forty hours' vacation pay per week or shall not gain an advantage over employees working eight-hour tours.
k.) Disputes arising contrary to the intended use of four ten-hour tours shall be subject to the grievance procedure.
1.) HOLIDAYS: If a holiday falls on an employee's regular workday and he is not scheduled to work, he shall receive 10 hours holiday pay.
m.) BEREAVEMENT (10 HOUR SHIFT EMPLOYEES): The maximum number of hours allowed for bereavement will be 24 (unless relates to the loss of an employee's spouse or child (including step)), subject to Article 18.2.
n.) JURY DUTY (10 HOUR SHIFT EMPLOYEES): There is no change in the method jury duty would be paid.

## ARTICLE 9 <br> Overtime and Premium Payment

9.1 Insofar as is reasonably possible, the Company shall endeavor to distribute overtime work equitably among employees in each job classification and/or work group, who are capable of performing the work and who are available at each primary work area. The amount of overtime work assigned to employees at each primary work area shall be posted bi-weekly. An employee who declines overtime when asked to work will be charged with the hours that are worked. Those hours will be posted along with the biweekly report of overtime hours worked and distribution of overtime. The sole overtime remedy regarding any overtime claim shall be makeup overtime opportunity.
9.2 Unless otherwise set forth on the Exhibits attached hereto, marked Exhibits A, B, and C, inclusive, any work performed in excess of eight (8) hours in a workday or forty (40) hours in a workweek shall be paid for at one and one-half ( $11 / 2$ ) times the basic wage rate but an employee shall not be paid both daily and weekly overtime for the same overtime hours worked.
9.3 It is agreed that one and one-half ( $1 \frac{1}{2}$ ) times the basic wage rate shall be paid
for all work performed on Sunday. For all work performed in excess of the first eight (8) hours on Sunday the employee shall be paid two (2) times the basic wage rate.
9.4 A minimum of two (2) hours at one and one-half ( $1 \frac{1}{2}$ ) times the basic wage rate will be paid for emergency call outs. On holidays and Sundays a minimum of two (2) hours at two (2) times the basic wage rate will be paid for emergency call outs. Call out time will be computed from the time the employee is called and will continue until employee has had time to return home.
9.5 Double time will apply for all hours worked in excess of 13 consecutive hours (including meal periods) in a 24 -hour period from the start of a normal shift. If an employee is called out, or pre-scheduled to work in the same 24 hour period within 4 hours of their normal start time or the actual end of their shift, those actual hours worked count towards the accumulation of 13 hours.
9.6 The differential payment for evening and night shifts will be $\$ 1.00$ per hour in addition to the basic hourly rate for full-time employees. The differential payment for an employee working a required bilingual position will be $\$ 1.00$ per hour.
9.7 In the event of disaster recovery situations, overtime assignments off ICTC property would first be offered to employees highest on the overtime list (assuming they are fully capable of performing the work in question) and overtime worked off property would not be counted in the overtime worked and refused report.
9.8 An employee, who is designated by management to serve as a classroom instructor, shall receive a replacement differential of $\$ 3.00$ per hour for each full hour worked on such special assignment. In the above case, the employee's classification does not change for the period of the assignment and the employee shall continue to be covered by all the provisions of this Agreement.
9.9 The Union and the Company agree to the following when scheduling employees for more hours of work than their regularly scheduled shift:

- The Union and the Company agree that the Company will continue to seek volunteers for overtime opportunities first, before scheduling overtime for its employees.
- In order to ensure equitable distribution of overtime, employees will be scheduled based on the least amount of overtime worked, within their respective work group, according to the most recently published bi-weekly overtime report.
- Overtime hours will be reset each January $1^{\text {st }}$ to zero (0) for all employees. However, the order of employees on January $1^{\text {st }}$ will remain unchanged from the previous year's final published overtime report until such time a new overtime report has been published.
- The Company will recognize the following employee exemptions for scheduled overtime:
- The employee is already scheduled to work the same hours as part of their regularly scheduled shift.
- The employee has worked a total of ten (10) overtime hours in the immediate preceding six (6) calendar days including hours worked on holidays.
- An employee who meets the ten (10) hour exemption while on scheduled (not volunteered) overtime shall not limit the Company from scheduling overtime in excess of the ten (10) hour exemption.

| Mon | Tues | Wed | Thurs | Fri | Sat | Sun | Mon | Tues | Wed | Thurs | Fri | Sat | Sun | Mon |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  | 6 | 5 | 4 | 3 | 2 | 1 | X |
|  |  |  |  |  |  |  | 6 | 5 | 4 | 3 | 2 | 1 | X |  |
|  |  |  |  |  |  | 6 | 5 | 4 | 3 | 2 | 1 | X |  |  |
|  |  |  |  |  | 6 | 5 | 4 | 3 | 2 | 1 | X |  |  |  |
|  |  |  |  | 6 | 5 | 4 | 3 | 2 | 1 | X |  |  |  |  |
|  |  |  | 6 | 5 | 4 | 3 | 2 | 1 | X |  |  |  |  |  |
|  |  | 6 | 5 | 4 | 3 | 2 | 1 | X |  |  |  |  |  |  |
|  | 6 | 5 | 4 | 3 | 2 | 1 | X |  |  |  |  |  |  |  |
| 6 | 5 | 4 | 3 | 2 | 1 | x |  |  |  |  |  |  |  |  |

- The employee has a pre-approved week of vacation in which the Company will not schedule overtime opportunities during the employee's recognized "weekend" immediately prior to or following the beginning and end of the vacation period.
- The Company may not recognize the above exemptions for extraordinary service events (i.e. tornado, ice storms, etc.)
- The Company will notify the employee of the anticipated end date of any schedule change that includes additional overtime hours.
- It is agreed the following sentence in Article 8.1 f.) will apply only to permanent changes of a work tour and not to temporary changes for scheduled overtime opportunities: "Seniority will apply to any change in established work tours and will be communicated seven (7) days in advance of the effective date, or premium pay will apply for hours worked outside the previously scheduled work tour."
- If the Company needs to schedule an employee on said employee's regularly scheduled day off, a minimum of four (4) hours of overtime will be required.

If an employee volunteers to work overtime on said employees regularly scheduled day off, a minimum of four (4) hours of overtime will be required.

## ARTICLE 10 Holidays and Personal Days

10.1 The following days shall be observed as holidays:

| New Year's Day | Veterans Day |
| :--- | :--- |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day |  |

10.2 When a holiday falls on Saturday or Sunday and is recognized on Friday or Monday, Saturday and Sunday will be considered regular workdays. When a holiday falls on Saturday or Sunday, the least senior employees working those shifts may be required to work unless another employee volunteers to cover the shift per the seniority based distribution process.

If the holiday falls on Monday, Tuesday through Saturday employees will schedule another day off with supervisor approval within the scheduled workweek. If the holiday falls on Friday, Sunday through Thursday employees will schedule another day off with supervisor approval within the scheduled workweek.
10.3 A regular full-time employee not scheduled to work on a holiday, will be paid a holiday allowance equal to eight (8) hours' pay at the basic wage rate provided the employee works the last scheduled workday prior to the holiday and the first scheduled workday following the holiday. Pre-approved vacation days immediately before or after the observed holiday will not result in forfeiture of holiday pay. Under no circumstance shall an employee be allowed to use a vacation day or personal day on an observed holiday.
10.4 Regular full-time employee working on a holiday (excluding Veteran's Day and Good Friday) will be paid the holiday allowance plus two (2) times the basic wage rate for the hours worked. Work performed up to eight (8) hours on Veteran's Day and Good Friday will be paid at one and one half ( $11 / 2$ ) times the basic wage rate and hours worked in excess of eight (8) hours will be paid at two (2) times the basic wage rate in addition to the holiday allowance.
10.5 A regular full-time employee with ninety (90) days of continuous service is eligible for five (5) personal days. Personal days must be taken in half day or full day increments. A personal day shall be arranged for at any time agreeable to the employee and management taking into full consideration workforce requirements and work conditions. Up to two (2) personal days may be carried over, and must be used by March $31^{\text {st }}$ of the subsequent year. Personal days scheduled and approved in advance will not be subject to the attendance policy, and will not result in a charged occurrence.

Up to three (3) personal days may be used in full day increments for short notice immediate use, not to exceed three (3) short notice days in a calendar year. Short notice personal days used immediately before or after a Company observed holiday will result in forfeiture of the Holiday pay treatment and may be subject to the attendance policy. Short notice personal
days will not be permitted from December $20^{\text {th }}$ through December $31^{\text {st }}$. Short notice personal days used outside of the blackout dates listed above will not be subject to the attendance policy, and will not result in a charged occurrence.

## ARTICLE 11 Vacations

11.1 Employees shall be eligible for vacations with pay as follows:
a.) An employee with one (1) year of continuous service shall be entitled to two (2) weeks of vacation in the twelve-month period following the employee's first anniversary date of employment and each calendar year thereafter;
b.) An employee who has completed seven (7) years of continuous service shall be entitled to a third week of vacation during the twelve-month period following the employee's seventh anniversary and each calendar year thereafter;
c.) An employee who has completed fifteen (15) years of continuous service shall be entitled to a fourth week of vacation during the twelve-month period following the employee's fifteenth anniversary and each calendar year thereafter;
d.) An employee who has completed twenty (20) years of continuous service shall be entitled to four and one-half ( $41 / 2$ ) weeks of vacation during the twelve-month period following the employee's twentieth anniversary and each calendar year thereafter;
e.) An employee who has completed twenty-five (25) years of continuous service shall be entitled to a fifth week of vacation during the twelve-month period following the employee's twenty-fifth anniversary and each calendar year thereafter.
11.2 For the purposes of Article 11:
a.) A "week" vacation shall be understood to mean a period of seven (7) days, starting on Sunday 12:01 a.m. and ending on Saturday 12 Midnight;
b.) In respect to each week of an employee's vacation, "pay" shall mean the amount of compensation to which such employee would be entitled for working forty (40) hours at his basic hourly wage rate.
11.3 Vacation scheduling provisions are as follows:
a.) A vacation may be arranged at any time agreeable to the employee and the management, taking into full consideration the seniority rights of other employees, work force requirements and work conditions. Vacations shall be scheduled within each primary work area on a work group basis. For the purpose of vacation selection, Switching Technicians in the Taylorville and Litchfield primary work areas will be
considered one combined work group. A full week of vacation (defined as 40 hours of paid time off) scheduled by March 1 shall take precedence over single days scheduled during the same time period.

An employee with single days who has been denied, shall be allowed to change to a full week prior to the final approval (March 15) of the vacation schedule by the Company. The Company will post a vacation schedule for each work group on appropriate bulletin boards. If an employee desires to change his vacation period, he shall give the Company at least fourteen (14) days' notice and the Company will accommodate him providing the change does not conflict with other vacations.
b.) Vacations may be taken in consecutive weeks or may be divided into a period of one or more weeks, provided that each period is a full week. Employees will be permitted to take all vacation days in single or half-day increments. Such vacation days, and partial days, shall be arranged at any time agreeable to the employee and management taking into full consideration work force requirements and work conditions.
c.) Holiday weeks will take precedence over single days as long as the employee is taking the entire week and the employee will not be required to use their fifth $\left(5^{\text {th }}\right)$ day of vacation with that week. With manager approval, the employee may carry that fifth $\left(5^{\text {th }}\right)$ day over to use as a single day request.

Full vacation requests will take precedence over single day requests seniority notwithstanding, when both requests cannot be accommodated.

There may be occasions during non-peak business periods where dual requests could be granted, i.e. single day request during a week with a full vacation also occurring.
d.) After vacation schedules are posted, an employee transferred or promoted to a new work group may be required to rearrange his vacation schedule if his vacation schedule conflicts with the schedule of any other employee within that work group.
11.4 Eligible employees may carry over into the next vacation period, a maximum of forty (40) hours of vacation time, which may be used throughout the calendar year, except as noted below.

In the event there is insufficient time for an employee to complete their vacation due to an approved Short Term Disability or Workers Compensation absence, and he/she does not return to work prior to December 31, the vacation time will be deferred until the termination of such absence. If the employee returns prior to December 31 and is unable to complete the vacation in the current calendar year, the remaining vacation will be deferred. Any deferred vacation shall be scheduled by the employee within two (2) weeks after returning to work, and will be scheduled at any time during the year, in accordance with the requirements of service.
11.5 If an employee undergoes surgery or is hospitalized during a period of vacation, he/she shall have the right to cancel the remainder of that vacation period and re-
schedule it within two (2) weeks after returning to work, in accordance with the requirements of service. In the event there is insufficient time for an employee to complete his/her vacation during the remainder of that calendar year, the vacation may be deferred according to the terms of the above 11.4.
11.6 In the case of re-employment other than re-employment after a temporary lay-off of fifteen (15) months or less, the vacation allowance will be computed from date of reemployment on the same basis as new employment as provided in Paragraph 11.1 hereof.
11.7 An employee who retires, resigns, is laid off, or is discharged shall receive payments for any unused vacation time. This includes vacation time that was awarded to the employee that calendar year, in addition to vacation time that was earned (but not yet awarded) during that calendar year (calculated based on $1 / 12^{\text {th }}$ of the employee's current vacation eligibility for each full month worked during the year in which the separation occurs.

## ARTICLE 12

## Leaves of Absence

12.1 A leave of absence shall be understood to mean an absence from work without pay requested by an employee for any reasonable cause and consented to by the Company to cover an agreed upon period of time.
12.2 A leave of absence not exceeding six (6) months shall not affect an employee's length of continuous service.
12.3 All leaves of absence for periods in excess of two (2) weeks shall be applied for in writing on a form approved by the Company and, if granted, a copy thereof shall be furnished to the employee.
12.4 An employee may be considered as having quit without notice and may be terminated from employment by the Company if, while on leave of absence, he engages in other employment without the consent of the Company. An employee who fails to report for work on the first regular work day following his leave of absence may be considered as having voluntarily quit his employment, unless the employee notifies the Company in advance of his inability to report for work. In that case, the Company will grant an extension of the leave if the inability to report for work is for good cause.
12.5 The Company agrees to grant leaves of absence to employees designated by the Union. Such leaves shall be for the express purpose of carrying out the business of the Union. Time spent preparing and conducting labor negotiations to reach a new Collective Bargaining Agreement will not be paid by the Company. Union business in which Management personnel are not present will not be paid by the Company. Upon written request by a duly authorized official of the Union, the Company agrees to grant leaves of absence not to exceed the term of the Agreement and the designated employee(s) will not forfeit any contractual provisions other than hourly wages.
12.6 Maternity leaves of absence shall be granted to and taken by female employees in the event of pregnancy. The duration of pregnancy leaves will be based in each case upon a medical evaluation of the individual in relation to her job and her ability to perform the job safely and efficiently.

## ARTICLE 13

Seniority
13.1 Seniority shall be computed from the employee's first date of employment.
a.) Each new employee shall serve a 180-day probationary period of employment during which period such employee shall not accrue seniority and shall be subject to discharge without recourse to the grievance and arbitration provisions of this Agreement.
b.) Upon completion of the probationary period, the employee's seniority shall date back to the date of employment.
13.2 Employees who transfer or are hired directly into this bargaining unit who were covered by another bargaining agreement at a Consolidated Communications, Inc. Company, shall bridge their seniority date they held at the former Company, after completing three (3) years of uninterrupted service, and that date shall become the seniority date within the new Company, providing the former Company has a like provision in their labor agreement.
13.3 Seniority and the employment relationship shall be terminated if:
a.) The employee voluntarily quits or retires;
b.) The employee is discharged for cause;
c.) The employee: (1) With less than one (1) year continuous service is laid off in excess of six (6) months; (2) With more than one (1) year but less than five (5) years' continuous service is laid off in excess of twelve (12) months; (3) With more than (5) years' continuous service is laid off in excess of eighteen (18) months;
d.) An employee is absent without notice in excess of three (3) consecutive working days or is absent in excess of three (3) consecutive days without being excused. An excuse shall be granted for illness, injury, or other good cause;
e.) The employee is absent in excess of twelve (12) consecutive months. An employee with twenty (20) years of service, who is pension eligible, will be allowed to invoke disability retirement benefits according to the Summary Plan Description of the Retirement Plan.
13.4 Preference on the basis of seniority shall be recognized within each classification and/or work groups at each primary work area for the selection of vacation periods and within each job classification for the selection of work tours, provided, however, that the Company's responsibility to have fully qualified personnel on duty at all times is recognized. Employees with less than twelve (12) months' service in a job classification and job title may be assigned to a shift appropriate for training.
13.5 For the purpose of job progression within the Company, the following procedure shall be administered whereby employees shall be given an opportunity to bid upon newly created positions or positions in which vacancies occur:
a.) Employees with less than eighteen (18) months' service with the Company shall have no bidding rights;
b.) Employees bidding on jobs must possess the necessary qualifications, ability, aptitude and physical ability to properly perform the duties of the new job. Ability, aptitude and qualifications being equal (as determined by the Company), seniority shall prevail;
c.) Employees who have successfully bid on a job shall not be eligible to bid on another job, except as service conditions allow, until they have performed in their new assignment for twelve (12) months;
d.) Job openings shall be posted for seven (7) calendar days electronically. Employees are required to respond to postings via electronic means. Results of the posting will be provided electronically;
e.) It is understood that a vacancy may be filled without posting (1) with an employee returning from a leave of absence; (2) by re-employment of a laid-off employee or transfer of an employee to prevent his lay-off; (3) by reclassifying an employee who is incapable of properly performing his present job assignment;
f.) The Company may fill the posted vacancy by new hire if no bids from qualified employees are received;
g.) If at any time during the first sixty (60) days it is shown that the employee does not have the aptitude and ability to meet the requirements of the new job, or fails to perform to the satisfaction of the Company, it is the Company's intent to take the following action:
1.) The employee will be returned to his former position if available;
2.) The employee will be returned to another position, for which he is qualified for, if available;
3.) The employment relationship will be separated.
h.) In the awarding of bids or if the Company decides not to fill the position, either such decision by the Company shall be made within fifteen (15) days of the closing of the bid posting period. When necessary, temporary assignment may be made
within this fifteen (15) day period.
i.) The preference for bidding posted jobs will be in the following order:
1.) Employees may bid upon job openings in their same classification at another primary work area or work group; seniority withstanding.
2.) Employees in other classifications may bid on jobs in classifications for which they are qualified.
13.6 It is recognized that situations may arise where service requirements, loss of customers, new business endeavors, or other business needs may dictate that a permanent transfer of employees to another geographic area is necessary. Contractual voluntary methods of transfer will be utilized first. If voluntary methods do not satisfy the business need the following procedures for involuntary transfer shall be used. Involuntary transfers are permanent changes in an employee's "Primary Work Area" if the change is a distance of more than 21 miles via the normally traveled route from central office to central office.
a.) When an employee must be transferred involuntarily the employee so transferred shall be an employee who, in the Company's judgment is qualified to perform the duties necessary at the location to which he is being transferred, ordinarily an employee having the least seniority.
b.) The Company shall notify the Union and the affected work group 60 days in advance of the need to transfer employees. If business reasons dictate that the transfer must occur sooner temporary transfer procedures will be used. (i.e. Per Diem, Board and Lodging)
c.) Employees who are involuntarily transferred shall be eligible for applicable relocation benefits as outlined in "ICTC Non-management Relocation Plan/Involuntary Transfer".

## ICTC Non-Management Relocation Plan/Involuntary Transfer

In the event that the Company involuntarily transfers an employee to a new primary work area, affected employees will be eligible for relocation assistance as follows:
Weekly mileage reimbursements for 18 months based on the following mileage chart: One-way Mileage Between Old Primary Work Area \& Daily
New Primary Work Area

| -----------------------------------------------------1 |  |
| :---: | :---: |
| $21-35$ | $\$ 25.00$ |
| $36-50$ | $\$ 30.00$ |
| $51-65$ | $\$ 36.00$ |
| $66-80$ | $\$ 42.00$ |

## Qualifying Conditions for Relocation Assistance:

-Contractual transferee's (i.e. job bids, bumping) are not eligible for relocation assistance.
-One-way distance between old primary work area and new primary work area is greater than 21 miles from central office to central office.
-Employees subject to transfer must elect to transfer to the primary work area specified by management.
-Employees must transfer to the new primary work area on the date requested by management. Job bids on voluntary movement to other primary work areas during the 18 -month period will end the relocation assistance.
d.) An employee who refuses or is unable to accept an involuntary transfer will be eligible for severance benefits. Such employees will receive a severance payment of one (1) week's pay at the basic wage rate for each full year of accredited service up to and including 25 years of service. Two (2) weeks pay at the "basic wage rate" for each full year of accredited service in excess of 25 years not to exceed a maximum pay out of 35 weeks of pay. Reemployment rights as outlined in Article 13 of the contract are not applicable to former employees who have received severance benefits.
e.) It is not the Company's intent to use the involuntary transfer provisions of this article to meet service requirements in another Primary Work Area and subsequently use contractors to complete work normally performed by transferred employees in the Primary Work Area from which they were transferred. Nothing contained herein is intended to prevent the engagement by the Company of independent contractors for special projects, work requiring special equipment or work of a duration that makes the addition of permanent full-time resources unnecessary.
13.7 Lay-offs are to be made on the basis of seniority as here set forth, taking into consideration, however, the need to retain employees fully qualified and trained to perform the work necessary for the maintenance and protection of the service to the public.
a.) In the event the Company's work load is so reduced that a general program of layoff or spreading of work is contemplated, the Company will negotiate with the Union for the establishment of a plan covering such lay-offs or spreading of work, but if no agreement is reached within 48 -hours, the Company shall proceed with lay-offs in accordance with this Section.
b.) Lay-offs are to be made on the basis of Company-wide seniority within each classification.
c.) An employee who is to be laid off may replace the least senior employee in the same classification or in another classification provided that the employee is fully able to
perform the duties of the junior employee and provided this procedure does not result in a promotion.
d.) Employees laid off shall be rehired in the inverse order of lay-off, provided the employee to be rehired is fully able to perform the job available. When employees are rehired from a laid-off status, they shall be treated as follows:
1.) Employees rehired for 32 hours or more per week for ninety (90) consecutive days shall be entitled to full benefits.
2.) Any employee who is rehired and laid off shall be entitled to the same recall rights set forth in Section 13.3.
e.) A laid-off employee must be available to report for work within two (2) weeks of receiving notice of recall. Notice of recall will be sent by registered mail to the last address furnished to the Company by the laid-off employee.
f.) Employees who are laid off are not eligible for severance benefits as listed in 13.6.

## ARTICLE 14

## Employment

14.1 There shall be vested in the Company as the sole responsibility of management the right to hire and maintain order and efficiency including the right to discharge for cause.
14.2 The Company shall have the right to set physical standards for employment and to require periodic physical examinations and physical fitness shall be a condition of employment in any instance where the lack thereof may endanger the health of the Company's employees or the service which the Company renders to the public. Should any employee be denied employment because of physical fitness the Company agrees to negotiate the matter with the Union as provided in ARTICLE 6 hereof.
14.3 The provisions of this Agreement shall not be deemed to prevent the engagement from time to time by the Company of independent contractors if such engagements shall not cause, during the term of this Agreement, the lay-off or reduction from full-time work to part-time work of an employee covered hereby. The Company will notify the Union from time to time of such engagements.
14.4 The provisions of this section allow the Company to assign or transfer work currently performed by Local 702 represented employees, with a minimum notice requirement to both the Union and the employee of 60 days, to its parent Company's subsidiaries located outside Local 702's area provided that:

1. The Company does not lay-off any employees in the job title performing the transferred work in conjunction with or anticipation of said transfer.
2. The Company does not transfer any work that is currently being performed by a job title that has employees in an active re-call status due to a previous layoff.

It is understood that the Company, due to prior and/or subsequent transfers of work, will not be required to fill positions in the job title whose work function was transferred if those positions were vacated by attrition, layoff, transfer, VSP, promotion, termination, retirement and the like. This also applies if the vacated positions referred to in this paragraph are or remain unfilled because of other events such as technological changes, loss of business or customers, or other operational factors unrelated to the transfer of work. In the event of work transfers affecting IL bargaining unit positions, the Company agrees that it will make every effort to allow those employees to remain in their then current classification and to continue to perform work within that skill set (i.e., technical) once the transfer has occurred provided that such a need exists. If the Company has simultaneous openings/needs in other classifications it may assign affected employees to those job responsibilities provided there is no reduction to the employee's base pay for one year. Employees who are assigned to work responsibilities below their former classification will be excused from work, with full pay, for up to 8 hours per week for up to two years to attend college courses to help prepare for future job opportunities within the Company. Tuition and fees will be reimbursed through the Company educational assistance policy.

Further, in the event an employee in a job title whose work function is transferred elects to voluntarily leave the business (within 60 days of such transfer) due to the actions described above, the Company will provide the following:

1. Up to 2 years of full tuition reimbursement (not to exceed $\$ 5,250$ per year) paid directly to the college or university on behalf of the employee.
2. Severance Payment based on the following schedule:

One (1) lump sum cash payment in an amount equal to: four (4) weeks pay plus one and one-half ( $1 \frac{1 / 2}{}$ ) weeks pay for each full year of actual service. Maximum severance payment would be 40 weeks.
3. A lump sum payment equal to the value of 6 months of concession telephone service.
4. Health insurance reimbursement of the employer share of the applicable premium for the length of the severance agreement up to a maximum 6 months after departure. ( 2021 Negotiations: The Parties agree that this change in Section 14.4 reflects no material change to the benefit, and as such, no material change to the Settlement in this CBA (Local 702 \& ICTC Contract Negotiations Proposed Settlement as ratified by the Union on 2.3.2009). This change is simply a process work-around to reflect what would need to be done in current day if this Section 14.4 was triggered.)
5. Outplacement assistance paid directly to a certified provider not to exceed $\$ 1,000$ per employee.
14.5 Temporary employees are those engaged for a limited period of time with the definite understanding that their employment is to terminate upon completion of the project or no later than 364 days from date of employment. It is not management's intent to use temporary positions as a means of ignoring full time needs. It is; however, management's intent to use temporary employment to backfill behind leaves of absence, disability and special projects. Once fully trained and able to perform the work at full capacity, temporary employees will be given the last selection for work tours and will not be subject to any other Article of this Agreement.
14.6 In the event that the job performance of an employee is unsatisfactory to the Company and the Company decides to demote or dismiss such employee, it shall notify the Union and the employee of such action.

## ARTICLE 15

## Compensation

15.1 The minimum and maximum wage rates for the employees in the various classifications, the intervals for wage progressions of such employees, and the amounts of such progressions and promotional increases, shall be those shown on the Exhibits attached hereto, marked Exhibits A, B, C and D inclusive. Applicants for employment may be hired at wage rates above the minimum wage rates provided such applicants have experience or specialized training applicable to the job for which hired and merit increases within the wage range may be made when in the opinion of the Company an employee's work justifies such an increase.
15.2 The intervals for wage progressions provided for in said Exhibits shall be effective on each six (6) month interval of the employee's date of hire.
15.3 The wage progression interval shall be extended by the time in full months in excess of three (3) months during which the employee involved has been absent on leave or by reason of sickness or off-duty accidents.
15.4 Employees will be subject to work assignments at other than their designated primary work area when service requirements so necessitate such a temporary shift of personnel.

An employee assigned to a job location away from his designated primary work area may be required to stay overnight at or near the job location. When an employee does stay overnight at or near the job location, mutually agreed upon board and lodging will be arranged for and provided by the Company. It is understood that crews will travel to and from the job location on Company time at the beginning and end of the work week.
15.5 If an employee is assigned to work in a town other than his designated primary work area and the travel time involved makes it impractical to return to his primary work area daily and the employee is assigned to stay at the job location, he may travel to and from the job location each day on his own time, furnishing his own transportation, and the

Company will pay an allowance in lieu of all expenses as follows:

One-Way distance between normal primary work area and temporary assignment as measured on the current Illinois Official Highway Map.
Mileage
0 to 20 miles
21 to 35 miles
36 to 50 miles
51 to 65 miles
Over 65 miles
$\underline{\text { Allowance }}$
$\$ 8.25$ per day
11.00 per day
13.00 per day
15.00 per day
17.50 per day
15.6 Travel away from home when corresponding with the employee's workday will be considered travel time. The time is not only hours worked on regular working days during normal working hours, but also during the corresponding hours on non-working days. Regular meal period time or lay over time is not counted as travel time. All travel time exceeding forty (40) hours per week will be considered overtime.
15.7 The pay period shall continue to be bi-weekly and consist of two (2) consecutive calendar weeks. Pay day will be on the Friday following the close of each such bi-weekly pay period and pay shall be distributed by electronic direct deposit. A statement of payment will be sent to the employee's address on record with the Company through the U.S. Mail Service (this may be a post office box number). The Company shall continue to give the employees the option to discontinue mailing the statement of payment, by reviewing and printing the statement of payment electronically. When pay day falls on a holiday, employees shall be paid on the preceding day.

Insufficient fund charges incurred by an employee as a result of the Company's failure to have the pay at the employee's banking facility will be reimbursed to the employee by the Company. The Company agrees to respond as quickly as possible to an employee's request concerning the changing of an account number.

At the voluntary option and individual authorization of the employee, the Company, shall allow said employee to make contributions to COPE (I.B.E.W. Political/Legislative Affairs Department) through payroll deduction. The Company agrees to forward to the Union monthly and without cost to the Union the aggregate of such deductions to be accompanied by a statement indicating the names of the employees from whom such deductions shall have been made and the respective amount deducted from such employees' wages.

### 15.8 BONUS PAY

All Union employees will be eligible for year-end discretionary bonus payment based on the attainment of the Company's EBITDA and Revenue objective.

Parameters of the plan are:

- Target annual bonus payout per employee, $\$ 650.00$.
- Objectives are weighted as follows:
- 50\% EBITDA
- $50 \%$ Revenue
- Bonus will be paid out based on the attainment of CCI's corporate EBITDA and Revenue objectives. The objectives will be set annually and communicated to employees. The objectives will be consistent with that used for non-bargained for employees.
- Bonuses will be calculated for calendar years 2021, 2022 and 2023 and paid during the first quarter for the following year. Example, the 2021 bonus would be based on 2021 results and paid in the first quarter of 2022.
- Payout Curve:

| EBITDA \& Revenue Goal Attainment | Bonus Payout |
| :---: | :---: |
| $>105 \%$ | $120 \%$ |
| $102.1 \%-105.0 \%$ | $110 \%$ |
| $95.0 \%-102.0 \%$ | Actual Performance $\%$ |
| $92.5 \%-94.9 \%$ | $75 \%$ |
| $90.0 \%-92.4 \%$ | $50 \%$ |
| $<90 \%$ | $0 \%$ |

- Performance Percentage. The actual payout per eligible employee will be calculated by dividing the EBITDA \& Revenue actual annual achievement by the EBITDA and Revenue annual target goals. The resulting "Performance Percentage" for the Plan Year shall then be multiplied by the $50 \%$ weighting factor for EBITDA and Revenue with the resulting "Weighted Achievement" added together for a total weighted achievement. Awards will be calculated on the payout scale above. The EBITDA measurement will be calculated on a self-funded basis, meaning the final achievement will be adjusted by the cost of the Bonus payout. If company performance exceeds the target, the bonus payout could exceed $100 \%$. Similarly, bonus payouts will be less than $100 \%$ if target is not met. There will be no bonus payout if attainment is less than $90 \%$ of the weighted EBITDA and Revenue goals.

| Payout Example | Actual | Target | Performance <br> Percentage | x Weight | Weighted Achievement |
| :---: | :---: | :---: | :---: | :---: | :---: |
| EBITDA | \$540M | \$537M | 101.40\% | 50\% | 50.7\% |
| Revenue | \$1.39B | \$1.4B | 99.30\% | 50\% | 49.7\% |
| Total Weighted Achievement |  |  |  |  | 100.4\% |
| Target Payout |  |  |  |  | X \$650 |
| Actual Payout |  |  |  |  | \$652.60 |

## ARTICLE 16 Job Classifications

16.1 The employee shall be classified on the basis of the job titles as shown on Exhibits $\mathrm{A}, \mathrm{B}, \mathrm{C}$ and D .
16.2 Job titles and their respective group classifications, as shown on Exhibits A, B and C, attached hereto, shall not be changed for the duration of this Agreement unless (a) the
work on the job changes to work of a different type and the Union and the Company mutually agree on an appropriate job title and classification, or (b) the Union and the Company mutually agree that a job is more appropriately covered by another job title shown on Exhibits A, B, C and D.

Nothing in this Agreement shall be construed as an undertaking on the part of the Company to continue any employee in employment nor any employee in his or her present job. A reduction in an employee's wage rate may be made if such employee is changed to a job in a lower classification.
16.3 The parties agree to develop a process to evaluate and establish the minimum qualifications for bargaining unit positions covered by this Agreement. Training will be made available to allow employees to meet the minimum qualifications established.
16.4 The minimum qualifications for the Building Technician Classification will be as follows:
a.) Certified and/or licensed in at least one of the following Building Trade Specialties as recognized by the local Illinois Authorities Having Jurisdiction (AHJ), with a minimum of three (3) years of commercial experience.
1.) Commercial Air Conditioning
2.) Plumbing
3.) Electrical
4.) Roofing
b.) The employee or candidate shall have a general working knowledge of all of the above disciplines. General Contracting experience will also be considered.
c.) The employee or candidate must be able to drive heavy duty trucks and have the ability to pull a trailer. This does not mean that the employee or candidate has to possess, or is required to possess and carry, a valid Commercial Driver's License (CDL).
16.5 The minimum qualifications for Switching Technicians will be as follows: two (2) year electronics degree, two (2) year Networking degree or equivalent work experience.
16.6 The minimum qualifications for a Field Service Technician will be as follows: two (2) year telecom degree, two (2) year electronics degree, two (2) year networking degree or equivalent work experience.

### 16.7 Operations Installer/Apprentice Program

The company and the Union will maintain an Apprentice Technician committee of two (2) members from the Union and two (2) members from the company. Both parties will be responsible for updating and maintaining the in-house designed program for Field Service Technicians.

Operation Installers who have successfully completed the FST apprenticeship entrance
exam and the FST job testing requirements will be given first bidding rights over other classifications into the FST apprenticeship program.

Unless mutually agreed upon, there will be a maximum of eight (8) Operations Installer positions.

An Operations Installer, once trained, may perform the following:

## a.) Field Service Technicians:

- Assist the F.S.T.(s) with any job duties
- Pulling Cable/Wire (after the job is explained by an F.S.T.)
- Video and Broadband installs (excluding pre-quals)
- Replace Pedestals; including - digging in the pedestal, setting ground rods, and grounding the pedestal; excluding - splicing, bonding, and braiding cable, and directional markers
- Locates
- Pole change outs - if additional help is necessary, however there must be at least two (2) F.S.T.'s present
- Modem, Set Top Boxes and Ruckus - preload and upgrade
- Resi VoIP installs (excluding pre-quals)
- Resi NID work


## b.) Switching Technicians:

- Assist the Switching Technicians with any job duties
- Pulling Cable/Wire (after the job is explained by a Switching Technician)
- Node and CO maintenance (excludes connecting to the equipment via a computer)


## c.) Miscellaneous Duties:

- Assist in the Mattoon General Warehouse. (Operations Installer cannot be permanently placed in the M.G.W.)
- Perform Janitor duties if no Janitors are present. (Operations Installer cannot permanently assume the role of a Janitor)
- Providing assistance for Confined Space work
- Providing assistance for Traffic Control

It is understood a.), b.), and c.) above are not all inclusive and other duties not listed may be performed. The Company will notify the Union if such duties arise.

Job testing will apply at the entry level.

Physical Standards will apply at the F.S.T. level (excluding pole climbing).

Operations Installer training will be provided through O.J.T. and/or classroom with a Journeyman or another qualified instructor prior to working on his own.

The intent of this language is to support the Journeyman Field Service Technicians or Switching Technicians and does not prevent the Company from reducing the number of Field Technicians or Switching Technicians over time as business needs dictate.

Notification of Operations Installer openings will be sent to the Union.

### 16.8 Commercial Driver's License (CDL)

The Company and the Union agree that a Commercial Driver's License (CDL) will no longer be a requirement for all Field Service Technicians. The Company reserves the right to select both the number of Field Service Technicians and the participants based on business needs, for continued participation in the program. A valid driver's license will continue to be a requirement for all Field Service Technicians and any other classification where operation of a motor vehicle is required.

The costs to covered employees to maintain a CDL classification (including physical exams) will be borne by the Company to the extent that the charge exceeds the cost for the employee's normal driver's license.

### 16.9 Job Testing

Job testing, including skills based testing, will be included as a qualification measure of ability and aptitude referred to in 13.5 b.) and used in the selection process for job bidding. An evaluation of skills will also be used in determining potential performance of these jobs. Those skills could include work experience, educational background, and job performance.

Aptitude testing will not apply to those employees already in a classification for which the applicable test would be used. Employees who have successfully completed aptitude testing for a specific classification shall not be required to retake aptitude testing for that classification.

Skills based testing will be required for all employees to pre-qualify to be an eligible bidder once those tests have been determined and recommended by the joint committee. Skills based testing scores will be valid for 5 calendar years. If an employee has successfully held a classification (not wage schedule, but a specific classification) within 5 years of a job posting notice, then that individual will not be subject to pre-bid testing requirements for that specific classification.

Employees bidding within their current job title, but to a different reporting center or work group, shall not be subject to job testing. As with all other employees, that employee will still be required to successfully pass pre-bid testing for all other classifications and previously held classifications if they do not meet the time limit detailed above.

Existing full-time employees may job test each time the opportunity is offered - currently
each quarter. There is no limit to the number of times a current employee may participate in job testing. Internal employees will be notified of the preparation material and offered opportunities to utilize the material.

Job testing scores will not apply in the event of a lay-off situation.

## ARTICLE 17 Wage Consideration Deferment

17.1 In the event the job performance of an employee is unsatisfactory to the Company, his wage increase consideration may be deferred by the Company. If an employee is scheduled for a deferment of an increase, such employee and the local Union representative shall be notified at least fifteen (15) days prior to the date the increase would have been effective.
17.2 Should any employee claim that a wage consideration within the established wage progression schedule had been improperly withheld from him upon request of the Union, made within thirty (30) days of such deferment, the matter will be reviewed in accordance with the following procedure: A committee composed of four persons, two designated by the Company and two by the Union, shall review the case and on agreement of the majority the committee shall suggest disposing of it in the following manner:
a.) Suggest the granting of the increase, which may be made retroactive;
b.) Suggest dropping the employees as unfit for a telephone career;
c.) Confirm deferment of the increase.
17.3 In the event that suggestion (c) is made by the committee, the case may be reviewed on any subsequent date agreed upon by the committee and the committee shall at that time dispose of the case by suggesting one of the above actions.

## ARTICLE 18 <br> Miscellaneous Allowances

18.1 For the duration of this Agreement, but without commitment for liability thereafter, the Company will continue in force its Accident and Sickness Insurance Plans (Non-occupational and Occupational) substantially as outlined in Exhibit E.
18.2 All regular full-time employees are eligible for bereavement leave. Paid leave will be granted for the death of a spouse, registered domestic partner, child, parent, legal guardian, sibling, grandparent, grandchild, or corresponding in-law or step relation. Employees will be paid straight time at their base rate for regularly scheduled hours of
work. Proof of death and relationship to the deceased may be required. Employees must record their absence as bereavement leave on their time record. Bereavement leave will be granted for up to three (3) days. In addition, full-time employees may take one (1) paid day to attend the funeral of aunts, uncles, nieces, and nephews. Bereavement leave is to be taken consecutively within a reasonable time of the day of the death or day of the funeral. In the event of the death of an employee's spouse or child (including step), and additional two (2) days of bereavement may be granted. CCI will follow applicable state law where required.
18.3 Employees who are required to perform jury duty shall be paid the difference between their basic pay and the amount received for the performance of jury duty. Employees engaged in jury duty shall, while temporarily excused from attendance in court, report for work assignment during such period.

## ARTICLE 19 Furnishing of Tools

19.1 Tools customarily and necessarily used by the Company's employees in the performance of their duties shall be furnished by the Company. Employees shall be responsible for the return of such tools to the Company in good condition (ordinary wear and tear excepted) and shall reimburse the Company for any tools lost or carelessly damaged.
19.2 The Union and the Company agree to allow employees to receive truck stock at either the employee's home, when mutually agreed, or other Company locations as determined by the Company. If an employee agrees to receive shipments at a home address, they will not be held responsible for stored material that is stolen or damaged while at their home. If the Company elects to send material to Company locations other than the Mattoon General Warehouse, that material will not be handled by clerical personnel.

The Company will not reduce the number of four (4) full-time Material Control Specialists as a result of this arrangement.
19.3 The Union and the Company agree to utilize global positioning technology as a tool for more efficient dispatch and operation of the business and to provide better service to the customer. Company management personnel will be responsible for maintaining the technology in Company vehicles and utilizing the data provided with these systems. The intent of this monitoring is not to monitor employee activity. If through this monitoring an employee is thought to be in violation of a Company policy, this will first be discussed with the employee to see if there is an explanation. If an employee is found to be in violation of a Company policy, the normal appropriate disciplinary action will be imposed.

## ARTICLE 20

## Apparel Program

20.1 Employees in the classifications of Janitors, Material Control Specialists, Field Service Technicians and Field Switching Technicians will wear a company approved uniform shirt or approved CCI branded shirt. If the employee elects to wear a cap, it must be a companyapproved cap with the CCI logo or a generic (no logo of any kind) wide brimmed hat for sunprotection.

Each employee listed above shall be given an initial allowance of $\$ 350$ the first calendar year and $\$ 200$ each subsequent calendar year, including shipping and taxes for the purchase of Consolidated Communications branded clothing from the Company store. New employees shall receive an initial allowance of \$350 their first year in a qualifying classification and \$200 each year thereafter. Such purchases must be submitted no later than September 30th of each calendar year.

Outerwear will not be included in the allocations listed above, and shall be replaced by the Company on an as needed basis.

## ARTICLE 21 <br> Home Garaging

21.1 The parties agree that the Company may establish "Home Garaging' in those locations and among those classifications where it is determined by the Company to be economically and operationally feasible. The Company will develop specific guidelines consistent with the following provisions:
a.) While the Company will determine eligible employee(s), in general it will be those employees whose normal work assignment makes it possible to start and/or end the tour at a location other than the official reporting location.
b.) Participating employees will obtain their job assignment and report directly to the location of the assignment by the normal start of the tour in a Company vehicle instead of to a reporting center in their personal vehicle. At the end of the tour, employees will take the Company vehicle home.
c.) The Company will implement the Home Garaging program and availability on a voluntary basis.
d.) Employees will not be required to use personal time to maintain Company vehicles; however, they will be expected to oversee the condition of the vehicle in accordance with the Company's preventative maintenance program and exercise care in the parking and storing of the vehicle.
e.) It will be the employee's responsibility to be at their first dispatch location at the start of their tour. The employee will work till the end of the tour. Travel time to the first assignment and from the last assignment will not be paid. The employee's start/end
travel time will not exceed thirty (30) minute non paid.
f.) The employee will receive the first job assignment on unpaid time by contacting or being contacted by the Service Center or supervisor. If the employee's assignment is not available when the Service Center is contacted, the employee will contact their supervisor or report to the normal reporting center.
g.) Vehicles are to be used only for official company business. No personal use shall be authorized. A brief (5-10) minute stop, while in direct route to first assignment or after last assignment while in direct route home, is not considered personal use.
h.) Company policy that guides the use of company vehicles on paid time will apply to the use of the vehicle on Home Garaging.
i.) Should the Company discontinue the Home Garaging Program in part or in total, participating employees will be given a minimum thirty (30) days' notice prior to discontinuance. Employees who wish to discontinue their volunteer enrollment will also provide a minimum thirty- (30) days' notice to the Company.

## ARTICLE 22 <br> Temporary Transfers

22.1 When mutually agreed, qualified employees may be temporarily transferred outside of their job classification, providing the individual has the ability to meet the requirements of the assignment. Employees temporarily transferred to a different classification shall be paid in accordance with the wage schedule of the higher classification for each day assigned, but no less than their current wage. Such transfers shall not exceed a period of thirty (30) days, unless mutually agreed to by the parties.
22.2 Employees may be transferred to a location requiring overnight accommodations, to be determined by the Company, provided the Company notify the employee(s) no later than the Wednesday prior to the week in which the transfer is effective.
a.) The Company will select individuals for out-of-state assignments (non-disaster related, as outlined in Article 9.7) based on skill proficiency, efficiency, need and personal interest in the assignment.
b.) Hours earned during out-of-state assignments will be reflected in each employee's overtime balance.
c.) Such transfers shall not exceed a period of thirty (30) days, unless mutually agreed to by the parties.
d.) Employees shall be reimbursed for expenses incurred during such assignment in accordance with the Company's Travel and Expense Policy.

## ARTICLE 23 <br> Health and Safety

23.1 The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment and the employees agree to cooperate with the Company in keeping the Company's premises, trucks, tools and other equipment in good and safe working condition. The Company will endeavor to keep the employees informed in respect to the latest safety practices and the employees agree to observe all safety rules and make proper use of the information and safety devices provided.
23.2 There shall be a committee composed of two (2) members from the Union and two (2) members from the Company which shall meet quarterly to discuss accidents, injuries, and unsafe working conditions.
23.3 There shall be a committee composed of members of the Union and from the Company, which shall meet no less than quarterly to discuss health care cost containment.
23.4 All bargaining unit employees who are not subject to the Department of Transportation Drug and Alcohol Testing Procedures are subject to reasonable cause only drug and alcohol testing. The reasonable cause testing will be administered in accordance with the provisions of the Department of Transportation Drug and Alcohol Testing Procedures.
23.5 All bargaining unit employees will adhere to post-accident drug and alcohol screening/testing following the DOT - CDL guidelines. This applies to company vehicles only.

## ARTICLE 24 <br> Public Security

24.1 It is understood between the parties that the services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of a public utility and to the health, safety, and welfare of the public. The Union and the Company have negotiated a no strike, no lockout agreement. The IBEW Local 702 agrees that no employees will participate in any work stoppage or slowdown and the Company agrees it will not implement a lockout.
24.2 Should a contingency arise where an employee or employees covered by this Agreement cease or abstain from his or their duties with the Company, without the authority and not as the result of the call of the Union, then, at the request of the Company the parties shall cooperate to enable the Company to carry on its operations without interruption or other injurious effects, and each of the parties hereto shall take the necessary steps to discipline properly such employee or employees.

## ARTICLE 25 <br> Exhibits

25.1 It is agreed that the Exhibits attached hereto, marked A, B, C, D, E, and F inclusive, are hereby made a part of this Agreement.

## ARTICLE 26 <br> Validity

26.1 Nothing in this Agreement shall be so construed as to require that either party hereto shall act in violation of any State or Federal Law or Regulation. If any provision hereof is invalid or in violation or contravention of any law, the remaining provisions shall not be affected thereby.

## ARTICLE 27

Term of Agreement
27.1 This Agreement and the provisions thereof will take effect on November 15, 2021 and shall continue in full force in effect through November 14, 2024, and from year to year thereafter until terminated as hereinafter provided.
27.2 This Agreement may be terminated November 14, 2024, or at the end of any subsequent yearly period thereafter, upon sixty (60) days' notice in writing of either party to the other party prior to November 14, 2024, or at the end of any such subsequent yearly period. Such notice shall contain a copy of any amendment, if any, proposed and the giving of such amended notice shall be deemed to be also a notice of termination at the end of the contract year in the event the proposed amendment or substitute therefore is not agreed upon prior to such termination date.
27.3 This Agreement may be amended at any time upon mutual consent of the parties hereto.

ARTICLE 28

## Common Interest Forum

28.1 Recognizing that rapid changes are occurring and will continue in the information and telecommunications industries, the parties express their intent that forums of common interest be held at appropriate operational levels in order to promote the principles of a cooperative Union- Management business alliance, specifically, the Common Interest Forum will serve the following purposes;
a.) Establish a business alliance by providing a framework for early communication and
discussion between the parties on business developments of mutual interest and concern to the parties and their constituencies.
b.) Discuss and review innovative approaches to equip the Company to maintain the highest levels of excellence and success in the face of rapidly increasing competition in both traditional and newly emerging telecommunications markets thereby improving employees' competitive responsiveness.
c.) Improve understanding of and relationships between the parties and thereby avoid unnecessary disputes by cooperatively addressing significant changes and developments in both the Union and Company environments.
d.) It is anticipated that Management members of the Forum will include Management with operations responsibilities. Union members of the Forum will include a IBEW Staff Representative and Local Officers whose positions within the IBEW influence a broad range of responsibilities. Meetings will be convened by the parties at mutually agreeable places and times.
e.) It is intended that each Forum support the collective bargaining process, the established contracted dispute resolution procedures and any other joint committee.

## Article 29

## Work From Home

The Company may add a work from home tour for bargained for employees. When offered, the work from home tour will be made available to all employees within the work group and participation is on an individual voluntary basis. The hours for the work from home tour will be consistent with the work tours offered within the work group. Employees working from home will have the same expectations and work responsibilities as those employees within the work group not on the work from home tour. Employees on the work from home tour will be expected to understand and comply with the Company's Telework Agreement, the Appendix A (Telework Safety Requirements and Certification for the Alternate Worksite) and their related guidelines and eligibility, see Exhibit F.

## For the Company:



## Ryan Taylor

Senior Director, Labor Relations


## WAGE PROGRESSION SCHEDULES AND BASIC HOURLY RATES

(Rates apply at the beginning of periods shown)

|  | Schedule Number |  |  |  |  |
| :--- | :---: | :---: | :---: | :---: | :---: |
| Periods in Months | $\mathbf{1}$ | $\mathbf{5}$ | $\mathbf{7}$ | $\mathbf{8}$ | $\mathbf{1 2}$ |
| 1 to 6 inclusive | $\$ 19.09$ | $\$ 16.77$ | $\$ 14.63$ | $\$ 15.70$ | $\$ 14.12$ |
| 7 to 12 inclusive | $\$ 19.83$ | $\$ 17.45$ | $\$ 14.97$ | $\$ 16.04$ | $\$ 14.41$ |
| 13 to 18 inclusive | $\$ 20.84$ | $\$ 18.19$ | $\$ 15.38$ | $\$ 16.45$ | $\$ 14.63$ |
| 19 to 24 inclusive | $\$ 21.90$ | $\$ 19.15$ | $\$ 16.07$ | $\$ 17.13$ | $\$ 15.18$ |
| 25 to 30 inclusive | $\$ 23.13$ | $\$ 20.21$ | $\$ 16.56$ | $\$ 17.63$ | $\$ 15.59$ |
| 31 to 36 inclusive | $\$ 24.44$ | $\$ 21.60$ | $\$ 17.21$ | $\$ 18.27$ | $\$ 16.56$ |
| 37 to 42 inclusive | $\$ 26.27$ | $\$ 23.60$ | $\$ 17.83$ | $\$ 18.89$ | $\$ 16.85$ |
| 43 to 48 inclusive | $\$ 28.51$ | $\$ 25.55$ | $\$ 18.78$ | $\$ 19.85$ | $\$ 17.86$ |
| 49 to 54 inclusive | $\$ 31.04$ | $\$ 27.54$ | $\$ 19.90$ | $\$ 20.98$ | $\$ 18.67$ |
| Over 54 | $\$ 34.29$ | $\$ 30.57$ | $\$ 22.00$ | $\$ 23.07$ | $\$ 20.49$ |


| WAGE SCHEDULE 1 | WAGE SCHEDULE 7 |
| :--- | :--- |
| Building Technician | Accounting Specialist |
|  | Office Specialist |
|  | Material Control Specialist |
| WAGE SCHEDULE 2 (See Exhibit D) |  |
| Switching Technician |  |
| WAGE SCHEDULE 3 (See ExhibitD) |  |
| Field Service Technician | WAGE SCHEDULE 8 |
| Apprentice Technician | Accounting Specialist II |
| WAGE SCHEDULE 5 |  |
| Computer Operator | WAGE SCHEDULE 12 |
|  | Janitor |

## EXHIBIT B

Effective November 15, 2022

## WAGE PROGRESSION SCHEDULES AND BASIC HOURLY RATES

(Rates apply at the beginning of periods shown)

|  | Schedule Number |  |  |  |  |
| :--- | :---: | :---: | :---: | :---: | :---: |
| Periods in Months | $\mathbf{1}$ | $\mathbf{5}$ | $\mathbf{7}$ | $\mathbf{8}$ | $\mathbf{1 2}$ |
| 1 to 6 inclusive | $\$ 19.42$ | $\$ 17.06$ | $\$ 14.89$ | $\$ 15.97$ | $\$ 14.37$ |
| 7 to 12 inclusive | $\$ 20.18$ | $\$ 17.76$ | $\$ 15.23$ | $\$ 16.32$ | $\$ 14.66$ |
| 13 to 18 inclusive | $\$ 21.20$ | $\$ 18.51$ | $\$ 15.65$ | $\$ 16.74$ | $\$ 14.89$ |
| 19 to 24 inclusive | $\$ 22.28$ | $\$ 19.49$ | $\$ 16.35$ | $\$ 17.43$ | $\$ 15.45$ |
| 25 to 30 inclusive | $\$ 23.53$ | $\$ 20.56$ | $\$ 16.85$ | $\$ 17.94$ | $\$ 15.86$ |
| 31 to 36 inclusive | $\$ 24.87$ | $\$ 21.98$ | $\$ 17.51$ | $\$ 18.59$ | $\$ 16.85$ |
| 37 to 42 inclusive | $\$ 26.73$ | $\$ 24.01$ | $\$ 18.14$ | $\$ 19.22$ | $\$ 17.14$ |
| 43 to 48 inclusive | $\$ 29.01$ | $\$ 26.00$ | $\$ 19.11$ | $\$ 20.20$ | $\$ 18.17$ |
| 49 to 54 inclusive | $\$ 31.58$ | $\$ 28.02$ | $\$ 20.25$ | $\$ 21.35$ | $\$ 19.00$ |
| Over 54 | $\$ 34.89$ | $\$ 31.10$ | $\$ 22.39$ | $\$ 23.47$ | $\$ 20.85$ |


| WAGE SCHEDULE 1 | WAGE SCHEDULE 7 |
| :--- | :--- |
| Building Technician | Accounting Specialist |
|  | Office Specialist |
|  | Material Control Specialist |
| WAGE SCHEDULE 2 (See Exhibit D) | Control Specialist |
| Switching Technician |  |
|  |  |
| WAGE SCHEDULE 3 (See ExhibitD) |  |
| Field Service Technician | WAGE SCHEDULE 8 |
| Apprentice Technician | Accounting Specialist II |
|  |  |
| WAGE SCHEDULE 5 | WAGE SCHEDULE 12 |
| Computer Operator | Janitor |
|  | Operations Installer |

## WAGE PROGRESSION SCHEDULES AND BASIC HOURLY RATES

(Rates apply at the beginning of periods shown)

|  | Schedule Number |  |  |  |  |  |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| Periods in Months | $\mathbf{1}$ | $\mathbf{5}$ | $\mathbf{7}$ | $\mathbf{8}$ | $\mathbf{1 2}$ |  |
| 1 to 6 inclusive | $\$ 19.81$ | $\$ 17.40$ | $\$ 15.19$ | $\$ 16.29$ | $\$ 14.66$ |  |
| 7 to 12 inclusive | $\$ 20.58$ | $\$ 18.12$ | $\$ 15.53$ | $\$ 16.65$ | $\$ 14.95$ |  |
| 13 to 18 inclusive | $\$ 21.62$ | $\$ 18.88$ | $\$ 15.96$ | $\$ 17.07$ | $\$ 15.19$ |  |
| 19 to 24 inclusive | $\$ 22.73$ | $\$ 19.88$ | $\$ 16.68$ | $\$ 17.78$ | $\$ 15.76$ |  |
| 25 to 30 inclusive | $\$ 24.00$ | $\$ 20.97$ | $\$ 17.19$ | $\$ 18.30$ | $\$ 16.18$ |  |
| 31 to 36 inclusive | $\$ 25.37$ | $\$ 22.42$ | $\$ 17.86$ | $\$ 18.96$ | $\$ 17.19$ |  |
| 37 to 42 inclusive | $\$ 27.26$ | $\$ 24.49$ | $\$ 18.50$ | $\$ 19.60$ | $\$ 17.48$ |  |
| 43 to 48 inclusive | $\$ 29.59$ | $\$ 26.52$ | $\$ 19.49$ | $\$ 20.60$ | $\$ 18.53$ |  |
| 49 to 54 inclusive | $\$ 32.21$ | $\$ 28.58$ | $\$ 20.66$ | $\$ 21.78$ | $\$ 19.38$ |  |
| Over 54 | $\$ 35.59$ | $\$ 31.72$ | $\$ 22.84$ | $\$ 23.94$ | $\$ 21.27$ |  |


| WAGE SCHEDULE 1 | WAGE SCHEDULE 7 |
| :--- | :--- |
| Building Technician | Accounting Specialist |
|  | Office Specialist |
|  | Material Control Specialist |
| WAGE SCHEDULE 2 (See Exhibit D) |  |
| Switching Technician |  |
|  |  |
| WAGE SCHEDULE 3 (See Exhibit D) |  |
| Field Service Technician | WAGE SCHEDULE 8 |
| Apprentice Technician | Accounting Specialist II |
| WAGE SCHEDULE 5 |  |
| Computer Operator | WAGE SCHEDULE 12 |
|  | Operations Installer |

## EXHIBIT D

WAGE PROGRESSION SCHEDULE 2 FOR SWITCHING TECHNICIAN AND BASIC HOURLY RATES
(Rates apply at the beginning of periods shown)

| Periods in Months | Effective 11-15-21 | Effective 11-15-22 | Effective 11-15-23 |
| :--- | :---: | :---: | :---: |
| 0 to 6 inclusive | $\$ 27.78$ | $\$ 28.27$ | $\$ 28.84$ |
| 7 to 12 inclusive | $\$ 29.52$ | $\$ 30.04$ | $\$ 30.64$ |
| 13 to 18 inclusive | $\$ 30.87$ | $\$ 31.41$ | $\$ 32.04$ |
| 19 to 24 inclusive | $\$ 32.46$ | $\$ 33.03$ | $\$ 33.69$ |
| Over 24 | $\$ 33.19$ | $\$ 33.77$ | $\$ 34.45$ |

## WAGE PROGRESSION SCHEDULE 3 <br> FOR <br> APPRENTICE TECHNICIAN AND FIELD SERVICE TECHNICIAN AND BASIC HOURLY RATES <br> (Rates apply at the beginning of periods shown)

| Periods in Months | Effective 11-15-21 | Effective 11-15-22 | Effective 11-15-23 |
| :--- | :---: | :---: | :---: |
| 1 to 9 inclusive | $\$ 18.08$ | $\$ 18.40$ | $\$ 18.77$ |
| 10 to 18 inclusive | $\$ 19.51$ | $\$ 19.85$ | $\$ 20.25$ |
| 19 to 24 inclusive | $\$ 20.78$ | $\$ 21.14$ | $\$ 21.56$ |
| 25 to 30 inclusive | $\$ 24.34$ | $\$ 24.77$ | $\$ 25.27$ |
| 31 to 36 inclusive | $\$ 27.92$ | $\$ 28.41$ | $\$ 28.98$ |
| 37 to 42 inclusive | $\$ 33.19$ | $\$ 33.77$ | $\$ 34.45$ |
| Over 42 | $\$ 33.19$ | $\$ 33.77$ | $\$ 34.45$ |

## EXHIBIT E

| FULL-TIME BENEFIT PLAN |  |
| :--- | :--- |
| Group Insurance Plan |  |
| Retirement Income Plan (Pension) |  |
| Long-Term Savings Plan (401k) |  |
| Long-Term Disability Plan |  |
| Cafeteria Plan (Flex Spending Account) |  |
| Group Life Insurance |  |
| Optional Life Insurance |  |

Details of the plans can be found in the summary plan description booklets for full-time employees.

## GROUP INSURANCE PLAN

Employees shall continue in the Lineco insurance plan for the duration of this Collective Bargaining Agreement.

- Family coverage monthly premiums shall be set annually by LineCo with the employee responsible for $25 \%$ of the premium. The Company will be responsible for $75 \%$ of the premium. Any future premium increases during the term of this agreement will be shared $25 \%$ by the employee and $75 \%$ by the Company provided however during the term of the CBA the Company contribution shall not increase more than $5 \%$ in any calendar year. Any increases in premium more than $5 \%$ in a calendar year will be paid solely by the employee, and remain in place year over year. Any changes in premium share percentages resulting from annual premium increases above $5 \%$ shall not reset to $75 \% / 25 \%$.
- $\quad$ Single coverage monthly premiums shall be set annually by LineCo with the employee responsible for $15 \%$ of the premium. The Company will be responsible for $85 \%$ of the premium. Any future premium increases during the term of this agreement will be shared $15 \%$ by the employee and $85 \%$ by the Company provided however during the term of the CBA the Company contribution shall not increase more than 5\% in any calendar year. Any increases in premium more than $5 \%$ in a calendar year will be paid solely by the employee, and remain in place year over year. Any changes in premium share percentages resulting from annual premium increases above $5 \%$ shall not reset to $85 \% / 15 \%$.
- Employee premiums shall be annualized and deducted over the first two pay periods each month, for a total of 24 payments.
- Lineco shall complete an "open enrollment" process annually for employees to appropriately select which level of coverage they prefer.
- Employee premiums shall be deducted beginning with the first paycheck in the month. Employee deductions shall be for the current month's healthcare coverage.
- The Company shall remit premiums to LineCo on a monthly basis immediately prior to the month the employee is covered. Example: April premiums will cover employees for May.

The Company and IBEW Local 702 both understand and agree that the intent of Lineco insurance is to cover all Illinois bargaining unit employees. The Company has the right to implement a paycheck deduction for the employees' agreed to share of the Lineco coverage based on the coverage option the employee chooses (Family or Single). In the event the employee does not choose a coverage option through Lineco, or in the event the employee does not properly communicate a coverage option to the Company, the Company will automatically default their premium share paycheck deduction to the Family coverage plan.

In the event an employee experiences a qualifying event that changes their coverage option or fails to properly notify the Company of such change, including initial coverage elections, the Company will complete a "true-up" of the premium share by either completing an additional paycheck deduction or providing the necessary credit on the next paycheck following the notification and/or discovery of the change. The amount owed, or the amount due, by the Company will be retroactive to the change in coverage option date.

Employees retiring from the Company will be responsible for $100 \%$ of the LineCo healthcare premium if they choose to remain in the plan after separation from the Company. The retiree will be solely responsible for eligibility, payment and all required Lineco qualifications. The Company will continue to honor the $15 \%$ annual healthcare premium increase cap for all retirees who've retired prior to May 1, 2013.

## POST-RETIREMENT BENEFITS

Monthly Pension Benefit accruals shall cease and become frozen for eligible employees as of March 31, 2019. No additional monthly Pension Benefits shall accrue under this article for any employees as of April 1, 2019. All benefits earned prior to April 1, 2019 will be unaffected by this change. Employees whose pension was frozen as of March 31, 2019 shall then become eligible to participate in the Company's $401(\mathrm{k})$ plan with a match schedule of $100 \%$ up to $6 \%$ of the employee's contribution.

Pension eligible employees whose combined age and years of credited service total 85 or more, contingent upon the employee being at least 55 years of age at retirement, shall be eligible for the early retirement benefit, as defined in the Summary Plan Description of the Consolidated Communications Retirement Plan. The pension calculation would be unreduced for early retirement. Employees who retire under the "Rule of 85 " after October 31, 2018, will not be eligible for Company subsidized retiree healthcare coverage. After October 31, 2018, employees retiring from the Company will be responsible for $100 \%$ of the Lineco healthcare premium if they choose to remain in the plan after separation from the Company. The retiree will be solely responsible for eligibility, payment and all required Lineco qualifications.

## SHORT TERM DISABILITY PLAN (Non-Occupational)

## Eligibility \& Coverage

All regular, full-time employees with not less than twelve months' service are eligible for income replacement of $100 \%$ base wage income for the first sixty (60) calendar days while out on approved short-term disability leave. Employees are eligible for $75 \%$ of base wage income for the 61 st through 180th calendar day of approved disability. Base wages shall be defined as 40 hours per week multiplied by the employee's regular hourly wage.

## Termination of Insurance

When an employee retires or his employment is terminated his Short Term Disability insurance ends.

## Cost toCompany

The Company will bear the full cost of the Short Term Disability benefit.

## Benefits

Bi-weekly income is provided for each employee, who is unable to work because of a nonoccupational injury or sickness not covered by Worker's Compensation insurance, provided the employee is under a doctor's care and is approved by the Plan Administrator. The Employee is required to complete the full benefit application process as determined by the Plan Administrator.

Employees applying for Short Term Disability benefits will be required to apply for FMLA in which approved FMLA will run concurrent with the Short Term Disability benefit.

If there is a discrepancy between the employee's physician documentation and the Company's Administrator, the Company may, per the Summary Plan Description, send the employee to an independent physician at the Company's sole expense.

## When Income Begins

Accident income shall begin on the first day of approved disability. All other approved disability income shall begin once a three (3) calendar day waiting period has been satisfied. Employees will be required to use any available paid time off, including vacation and/or personal days, if available, to cover the three (3) day waiting period. In the event an employee is admitted to the hospital overnight or requires outpatient surgery, the three (3) calendar day waiting period will be waived.
In order to ensure continuity on the employee's benefit income, the Company will assume the benefit is approved by the Plan Administrator for the first thirty (30) calendar days. If at the end of the thirty (30) day period the employee has not completed the application process with the Plan Administrator, benefits will cease until the application is completed and a final benefit determination is made.

In the event an employee is overpaid Short Term Disability benefits, the Human Resources Department will work with the employee to establish a reimbursement plan for the entire amount owed but not to extend greater than one (1) year.

## Maximum Period of Income

The maximum period during which income is paid to employees for accident or sickness disability shall be 180 calendar days.

## LONG TERM DISABILITY PLAN

All regular, full-time employees with not less than twelve months' service are eligible for Long Term Disability coverage as outlined in the Summary Plan Description, with the full cost to be paid for by the Company.

## OCCUPATIONAL

## Benefits

An amount equal to $75 \%$ of the employee's Weekly Earnings* as of the day prior to the commencement of disability reduced by the amount of cash compensation which the employee receives under any Workmen's Compensation Act or any similar legislation.

When Income Begins
The first day of such disability.
Maximum Period of
Income Fifty-two (52)
weeks.
*Based on earnings for a normal work week not exceeding 40 hours, exclusive of bonus and overtime pay.

## FAMILY MEDICAL LEAVE ACT (FMLA)

FMLA will run concurrent with employees' paid vacation time until all paid vacation time has been exhausted, except for forty (40) hours of paid vacation. All other FMLA leave taken within the 12 weeks of total eligibility will not impact an employee's vacation time earned and awarded the following year. Personal days are not affected by the use of FMLA. Employees approved for Short Term Disability who have met the three (3) day waiting period and are using FMLA concurrently with their disability benefit will not be required to use additional vacation days beyond the waiting period.

## Healthcare Premium Treatment During Leave Of Absence

The Company will continue to pay its negotiated premium share for healthcare coverage for up to 12 months when an employee is absent due to an approved leave for Short Term Disability, Long Term Disability, Worker's Compensation and FMLA.

## 401(k)

Eligible employees may participate in the CCI 401(k) Plan for the life of this contract. Once an employee is eligible to participate in the Plan, the Company will make a matching contribution to the employee's account each payroll period equal to $100 \%$ of the employee's $401(\mathrm{k})$ contributions for the payroll period, up to a maximum of $6 \%$ of the employee's eligible wages. Eligibility, vesting, employer contributions and eligible compensation will follow the CCI (401(k) Plan.

## GROUP LIFE INSURANCE

Regular full-time employees are provided life insurance in the amount of $\$ 75,000$ with eligibility commencing on the on the $3{ }^{\text {rd }}$ month of service.

## CONCESSION SERVICE

Employees residing within the service areas of the Company and subscribing to the Company's service will be eligible for the Company discount plan currently in effect. Employees residing outside of the Company's service area will not be eligible for any telephone concession, excluding current employees who are participating in the out of area phone concession.

## EXHIBIT F

Telework Agreement

The following constitutes an Agreement between Consolidated Communications (Company) and I.B.E.W. Local 702 and represented employees concerning the Telework Program.

## A. General Eligibility

1. The Union agrees to the terms and conditions in this Agreement on its behalf and the behalf of the represented employees.
2. The Company will provide each represented employee with a copy of this Agreement
3. A represented employee is employed by the Company and is assigned to work a regular tour at a Company office.
4. The represented employee's manager has determined that the work performed by the represented employee can be effectively and efficiently performed at an alternate worksite.
5. Prior to the first day of work at the alternate worksite, the represented employee must coordinate with the Company IT Department to ensure they have properly working remote connectivity and access. Such coordination will be conducted during normal business hours and be treated as paid time.
6. Participation in this program is on an individual voluntary basis.
B. Worksites
7. The represented employee's assigned Company worksite (the "regular worksite") is located at
8. The represented employee's alternate worksite at which he or she is authorized to work under the terms of this Agreementis
9. The alternate worksite shall be approved by the represented employee's supervisor and is expected to be within a reasonable commuting distance (approximately ninety minutes) of the represented employee's regular worksite in order to ensure a timely on-site arrival as needed. By exception basis, and under extenuating circumstances, requests for telecommuting from locations outside of reasonable commuting distance may be considered on an individual case basis determined by mutual agreement between the Company and the Union. In the event the represented employee is required to attend their regular worksite, no expense or travel treatment shall be provided.
C. Time and Attendance
10. The represented employee's work schedule will be in accordance with the Collective Bargaining Agreement (CBA).
11. Represented employees may be required to return to their regular worksite for training, meetings, or other business needs.
12. On any day the represented employee is working at the alternate worksite, the represented employee's time and attendance will be recorded in the usual manner established by his or her supervisor, and the represented employee will be compensated as if he or she was working at the regular worksite.
13. This Program will not alter the represented employee's entitlement to accrue or use leave, and all leave will be taken in accordance with established Company procedures and the CBA.
14. If the represented employee believes they're unable to perform their duties for any reason when participating in the Telework Program, they must notify their supervisor prior to the start of their shift, or if the condition changes during their scheduled tour, immediately once the condition is realized. In the event their ability to perform their job is impacted due to loss of power, phone, internet connectivity, or any other condition that may arise, the employee shall be afforded the following options.
a) Utilize Personal Time and/or vacation to account for any lost time, not to exceed eight (8) hours per day (or 10 if in a $4 \times 10$ schedule). Benefit time used under the terms of this clause shall be permitted in increments of 15 minutes.
b) Employees may elect to report to their regular worksite, provided they have a laptop computer assigned to them. In the event the employee has a desktop PC assigned to them, the supervisor shall either assign the employee an alternate suitable workstation at the employees work location or direct the employee to bring their desktop PC with them. Employees reporting to their regular worksite are expected to report in a reasonable period of time (approximately 90 minutes of paid time, if required) to the office.

Management reserves the right to request documentation substantiating any claims regarding loss or restoral of power, phone or internet connectivity. Loss of connectivity due to an internal CCl systems issue (such as VPN, cyberattack, internal support system functionality failure) will not require the use of a) or b) above and instead will be treated as paid time. However, loss of external CCl customer internet connectivity impacting the employee due to a service repair, outage or other condition will require the use of a) or b) above.

## D. Work Assignment and Evaluation

1. The represented employee will follow established office procedures for receiving assignments and passing on completed work for review, approval, or other action.
2. The represented employee and his or her manager will use appropriate means to ensure the progress of employee work assignments and performance, including face-to-face meetings, telephone discussions, email messages, video conferencing, instant messaging, work systems, etc.

## E. Equipment, Information Resources, Supplies, and Safety

1. The Company will be responsible for providing necessary computer equipment or resources to a telecommuting employee. Unless approved otherwise by IT and the employee's supervisor, employees shall not use their own electronic equipment for telecommuting.
2. Employees are responsible for providing a quiet and safe work space at the alternate worksite.
3. In the event employment is terminated, the employee shall return all Company equipment within 24 hours of separation.
4. Before participating in this Program, the represented employee agrees to complete the Telework Safety Requirements and Certification for the Alternate Worksite. (See Appendix A.)
5. The represented employee must bring to the immediate attention of his or her manager any work-related accident or injury involving the represented employee.
F. Costs and Liabilities at the Alternate Worksite
6. The Company will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the represented employee's alternate worksite.
7. Upon approval, reasonable business expenses may be authorized by the Company.
8. Represented employees in the Program are covered under the Company's worker's compensation policylapplicable state law if an injury arises out of and in the course of employment at their alternate worksites and such injury is approved under the worker's compensation
policy/applicable state law.
9. Represented employees are responsible for ensuring their workspace is ergonomically compliant (see the Company's Ergonomic Policy). Represented employees requiring ergonomic accommodations may be required to return to their assigned location.
G. Employee's Requirements for Continued Participation
10. The represented employee will protect Company records and proprietary information from unauthorizeddisclosure or damage, and will comply with the requirements of federal and state law and Company policies regarding such records.
11. The represented employee is not permitted to engage in any non-work-related responsibilities (this includes child or adult dependent care) at the alternate worksite during work hours.
12. The represented employee should isolate themselves from household pets.
13. Represented employees will not allow family, other household members or visitors to use Company provided equipment for any reason. Company provided equipment is to only be used in the course of performing employee duties.
H. Termination of Participation in the Program
14. The Company or the represented employee can terminate the Program with thirty (30) days' notice. Incidental return to the office, either initiated by the represented employee or the Company, does not constitute a termination of program participation.
15. Violation of this Agreement by the represented employee may result in their immediate termination of their participation in the Program and may result in discipline up to and including termination of employment. Additionally, should any represented employee performance/conduct or attendance issues arise, the employee may have their participation immediately terminated, and also be subject to discipline up to and including termination.

# Consolidated <br> communications 

## Appendix A

Telework Safety Requirements and Certification forthe Alternate Worksite

As a condition of participating in the Program, all represented employees who work in remote alternative worksites must provide the alternate location to the Company-

Location: $\qquad$

To ensure your alternate worksite is free of recognized hazards and constitutes a safe place for you to work, we have developed the following checklist. You are required to review the checklist and comply with each of the following instructions.

## FIRE PREVENTION:

- Check smoke detectors regularly and replace batteries once a year.
- Have a working fire extinguisher that can be easily and quickly accessed conveniently located at your alternate worksite. Travel distance to extinguisher must be less than 75 feet.
- Check the condition of the fire extinguisher and its charge at least every six months.
- Ensure you can safely evacuate your worksite in an emergency.


## WALKING AND WORKING SURFACES:

- Ensure walking surfaces are free of slip, trip, and fallhazards.
- Ensure work surfaces are sturdy, level, and well maintained.
- Ensure walking and working surfaces have lighting equivalent to that of your regular worksite.


## GENERAL SAFETY:

- Perform all duties in a safemanner.
- Immediately report to your supervisor any accident or injury in which you are involved, regardless of the extent of injury or damage.
- Allow your supervisor to investigate all accidents incurred by you in the designated workspace for the alternate worksite.
- Keep your work area in a safe and healthful condition through good housekeeping and proper maintenance of property and equipment required to support your alternate worksite.


## SECURITY:

- Ensure that all Company files and information, including passwords and computer files, are kept in a secure place.
- Ensure Company PC is logged off network when unattended

ERGONOMICS:

- Use office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
- Ensure computer monitor is at a height that is comfortable and does not produce neck or back strains.
- Ensure computer keyboards are at heights that do not cause wrist, arm, or elbow strains. Usean adjustable surface for the keyboard.


## ELECTRICAL:

- Ensure all required electrical equipment is connected to grounded outlets or power strips with a surge protector.
- Ensure power strips are not over-loaded, or "daisy chained."
- Turn off all required electrical equipment in the event of lightning.
- Ensure computers are turned off upon completion of the workday.

Failure to agree and follow the above checklist may disqualify you from participating in the Consolidated Communications TeleworkProgram.

I have read and will comply with all the alternate worksite safety requirements in this document

The following Letter of Agreements were signed by the Union and Company but are not inclusive:

TITLE Page
Primary Work Area (FST) 50
NOC Settlement Agreement 51
Reporting Areas and Business System Work Group 53

## LETTER OF UNDERSTANDING

## Primary Work Areas - FST Classification

The Company and the Union agree to the implementation of the following changes on primary work areas for the Field Service Technician classification:

1. The Effingham exchange will now be considered a part of the Mattoon primary work area.
2. The Litchfield exchange will now be considered a part of the Taylorville primary work area.

The Company and the Union further agree that for those individual technicians that are currently stationed out of the Effingham or Litchfield exchange, they will be grandfathered until such time that they retire or employment is terminated. Those individuals will continue reporting to their current assigned exchange to pick up their truck or will be allowed home garaging provisions. Those individuals will include: Bob Trotter (Litchfield), Brad Baker (Effingham), Henry Haarman (Effingham), and Aaron Sarver (Effingham).

Future resources serving this geography may or may not be assigned from the Effingham or Litchfield location.

$\frac{6.7-07}{\text { Date }}$
Company Representative

## LOCAL 702 \& ICTC CONTRACT NEGOTIATIONS PROPOSED SETTLEMENT

1. The parties agree that the union's relinquishing of some of its rights under Arbitrator Kozlowski's award through this agreement is in exchange for the company fulfilling the obligations contained herein.
2. Both parties agree to the following regarding the IL NOC.
a. The company agrees that the 4 additional Network Technician jobs will be posted within seven calendar days of contract ratification.
b. The company agrees that all current CF NOC work of ICTC (IL) and its current LEC operations in Texas and Pennsylvania will be performed by the IL bargaining unit employees. It is the intent of the company to leverage its investment and expertise in the IL CF NOC group as it integrates future acquired properties or expands its current operations. However, it also acknowledges there may be legal, contractual, regulatory or other constraints pertaining to future acquisitions or the expansion of current operations that prohibit it from doing so.
c. The parties agree that the current IPTV lab will remain in Illinois and that, along with applicable management and engineering personnel, bargaining unit employees will continue to be involved in its operation.
3. This agreement will not affect any remedies or rulings in the current case pending before Judge Reagan except the union agrees it will not claim that the company is in violation of the Kozlowski award and the Court's decision by its transfer of the IL NOC Network Facing work to the Texas NOC; and the parties agree that the CBA, as interpreted by Arbitrator Kozlowski and Judge Reagan, will be modified as provided in this agreement.
4. The parties agree to modify Article 14.04 as follows:

The provisions of this Agreement allow the Company to assign or transfer work currently performed by Local 702 represented employees, with a minimum notice requirement to both the union and the employee of 60 days, to its parent company's subsidiaries located outside Local 702's area provided that:

1. The company does not lay-off any employees in the job title performing the transferred work in conjunction with or anticipation of said transfer.
2. The company does not transfer any work that is currently being performed by a job title that has employees in an active re-call status due to a previous lay-off.

It is understood that the company, due to prior and/or subsequent transfers of work, will not be required to fill positions in the job title whose work function was transferred if those positions were vacated by attrition, layoff, transfer, VSP, promotion, termination, retirement and the like. This also applies if the vacated positions referred to in this paragraph are or remain unfilled
because of other events such as technological changes, loss of business or customers, or other operational factors unrelated to the transfer of work.

In the event of work transfers affecting IL bargaining unit positions, the company agrees that it will make every effort to allow those employees to remain in their then current classification and to continue to perform work within that skill set (i.e., technical) once the transfer has occurred provided that such a need exists. If the company has simultaneous openings/needs in other classifications it may assign affected employees to those job responsibilities provided there is no reduction to the employee's base pay for one year. Employees who are assigned to work responsibilities below their former classification will be excused from work, with full pay, for up to 8 hours per week for up to two years to attend college courses to help prepare for future job opportunities within the company. Tuition and fees will be reimbursed through the company educational assistance policy.

Further, in the event an employee in a job title whose work function is transferred elects to voluntarily leave the business (within 60 days of such transfer) due to the actions described above, the Company will provide the following:

1. Up to 2 years of full tuition reimbursement (not to exceed $\$ 5,250$ per year) paid directly to the college or university on behalf of the employee.
2. Severance Payment based on the following schedule:

One (1) lump sum cash payment in an amount equal to: four (4) weeks pay plus one and one-half ( $1 \frac{1}{2}$ ) weeks pay for each full year of actual service. Maximum severance payment would be 40 weeks.
3. A lump sum payment equal to the value of 6 months of concession telephone service.
4. Health insurance extension for the length of the severance agreement up to a maximum 6 months after departure at employee share of the applicable premium.
5. Outplacement assistance paid directly to a certified provider not to exceed $\$ 1,000$ per employee.
6. The conditions in Paragraph 4 above will be applied to the Operations Clerks' Assignment grievance and will be considered full settlement of that grievance. Any employee currently in active status as of the ratification of this agreement who previously performed line assignment responsibilities (Duane Reed, Twilla Wilcoxen, Becki Inyart, Marcia Eller, Kyla Diepholz, Jeanette Martz, Jeanne Anne Dugan, and Shelby Strong) immediately prior to September 2006 will be allowed to exercise the above rights within 30 days of contract ratification.

## (Included in the Company's Comprehensive Offer dated 1/23/2009 and Ratified by the Union on 2/3/2009)

## Reporting Areas and Business System Work Group

The Company and the Union agree to use the following guidelines and process to establish additional reporting areas and create a Business System work group:

* Selection of locations and shifts will be done by overall seniority within each job classification (FST's Switching Technicians (outside technicians only) and Operations installers). The Business Technicians will be excluded and select the business locations and shifts by seniority within that current group of 7 (Keith Tucker, Mike Schnepper, Shane Hout, Jeff Drum, Vince Watkins, Brandon Hamm and Doug Cole).
* Addition of new reporting locations in the Field Service Technician, Switching Technician (outside technicians only) and Operations Installer classifications.
- Field Service Technician
- West work group - Hilisboro, Taylorville and Shelbyville.
- East work group-Mattoon, Effingham, Charleston and Arcola.
- Business System work group - Hillsboro, Taylorvilie, Mattoon and Effingham
$>$ Switching Technician (outside technicians only)
- West work group - Hillsboro and Taylorville.
- East work group - Mattoon, Effingham and Charleston
$>$ Operations Installer
- West work group - Taylorville
- East work group - Mattoon and Charleston
* Create a combined East/West Business System work group. Existing Business Technicians will be grandfathered and will be given first selection of the location and shifts for the Business System work group based upon their seniority. Then on a go forward basis the Company will post and bid any vacancies within this work group following the procedures outlined in the CBA.
* Maintain East and West work group relationship for purposes of vacation scheduling, oT tracking, On Call, etc. with the exception of the Business System work group. The Business System work group will have its own combined vacation, OT tracking and On Call (note: The Company doesn't feel having an on call rotation is needed for this work group at this time), etc.
HT This will not prohibit the Business System technicians from working overtime offered within the East or West FST work groups as long as the Business System technician has the appropriate skills to perform the work being offered and provided they're not taking away overtime opportunities from employees within the East or West FST work groups. A
* A Complete matrix of the work groups and shifts is attached for reference.

Elimination of Parking Agreements.

- Utilize Home Garage language that is already in place.
* Selection of shift changes in future will be handled as normal (within each work group)
* Due to the uncertainty and likelihood of changes the final approval of the vacation schedule will -delayed until the final shift selection of current employees has been made.


