

AGREEMENT
BETWEEN
WABASH TELEPHONE COOPERATIVE, INC.
PLANT DEPARTMENT
AND
LOCAL UNION 702,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

November 11, 2024 – November 11, 2029

THIS AGREEMENT, made and entered into this 11th day of November, 2024, by and between WABASH TELEPHONE COOPERATIVE, INC. its successors or assigns, party of the first part, who may be referred to hereinafter as the “Cooperative” and LOCAL UNION 702, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, party of the second part, who may be hereinafter referred to as the “Union”.

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

ARTICLE I

CONTRACT PERIOD

Section 1.01 This Agreement and the provisions thereof when signed by the authorized representatives of the Cooperative and the Union, and approved by the International President of the International Brotherhood of Electrical Workers, shall be effective from November 11, 2024 to and including November 11, 2029, and shall continue in full force and effect thereafter unless amended or terminated by the giving of a written notice from either party to the other, in which case this Agreement shall be amended or terminated sixty (60) days following the receipt of such notice, but no earlier than November 11, 2029.

Section 1.02 If either or both parties desire to negotiate amendments to this Agreement, such amendments shall be submitted in writing at least sixty (60) days prior to November 11, 2029. It is agreed that such amendments shall not take effect prior to November 11, 2029, unless otherwise mutually agreed.

ARTICLE II

SCOPE OF AGREEMENT AND UNION SECURITY

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

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

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

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

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

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

Section 2.06 *Section 2.06 is intentionally left blank.*

Section 2.07 Both the Cooperative and the Union agree that neither will discriminate against any employee or applicant for employment or Union membership because of or by reason of such employee's or employee applicant's race, color, sex, age, disability, national origin, religion, or any other protected class or Union membership or non-membership or any other factor prohibited by federal, or state law.

Section 2.08 It is the intention of the parties that this Agreement will establish sound relations between the Cooperative and its employees which will promote harmony, genuine cooperation and efficiency and facilitate peaceful adjustment of differences which may arise from time to time between the Cooperative and the Union, or between the Cooperative and any employees covered by this Agreement.

It is recognized that the interests of the Cooperative and the interests of its employees are fundamentally the same. Accordingly, the Cooperative and the Union do hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees covered by this Agreement and the Cooperative, of obtaining fair treatment for all employees of the Cooperative, and of improving efficiency and economics so that both may prosper.

ARTICLE III

SENIORITY

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

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

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

holding seniority to be re-employed, if available, and physically able to return to work, provided they have the qualifications required.

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

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

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

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

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

Section 3.06 An employee who has established seniority, if he can be separated from duty, may be granted a leave of absence upon approval from the Cooperative and while on such leave, said employee shall not forfeit any such seniority he may heretofore have established provided he does not overstay his leave or accept employment elsewhere while on such leave without the approval of the Cooperative.

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

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

ARTICLE IV

Article IV is intentionally left blank.

ARTICLE V

SETTLEMENT OF DIFFERENCES & ARBITRATION

Section 5.01 The Parties agree that the operations of the Cooperative upon which the employees covered in this Agreement are to be engaged are essential to the welfare of the community served by it and recognize their obligations to furnish continuous service.

Section 5.02 The Cooperative agrees to meet with and to treat the Business Manager, or his duly authorized representative of the Union, in the following manner on differences that may arise between the Cooperative and the Union.

Section 5.03 In case of any disagreement, coming under the scope of this Agreement or any amendments thereof, arising between the Cooperative and any employee, employees and/or the Union, such disagreement shall be first presented by such employee, employees and/or the Union to the supervisor of the Cooperative in charge of the work and the Business Manager of the Local Union, within ten (10) working days from the date the employee(s) knew (or should have known) of the acts or causes giving rise to the grievance. If it cannot be worked out between the supervisor and employee(s) and/or Business Manager, then within ten (10) working days of the meeting between the supervisor and Business Manager it shall be presented to the General Manager who shall respond in writing to the Union within ten (10) working days.

Section 5.04 In case of a failure to agree in this manner, the Business Manager or his duly authorized representative of the Union who may be accompanied by a committee of employees of the Cooperative shall endeavor to adjust disagreements with the General Manager of the Cooperative. In case of failure to then reach an agreement, the matter shall be submitted to arbitration in the manner provided in Section 5.05.

Section 5.05 The parties desiring arbitration shall give written notice to the other party within thirty (30) working days after the meeting in Section 5.04. Failure to give this notice will prohibit the issue from being arbitrated. Upon timely notice to arbitrate, either party hereto may call upon the Director of Federal Mediation and Conciliation Services in Washington, D.C., to provide a list of seven (7) arbitrators. The Cooperative and the Union shall alternately strike six (6) of the seven (7) names. The remaining name shall be the arbitrator. A decision rendered by the arbitrator so selected shall be final and binding on both parties. In arriving at a decision, the arbitrator shall have no power to add to, subtract from, or in any way modify any of the provisions or terms of this Agreement; hear or decide any matter after this Agreement has expired other than matters which arose prior to the time of expiration of this Agreement. The arbitrator shall consider and decide only the particular issue(s) presented to him/her by the Cooperative and the Union.

Section 5.06 The expense of the arbitrator shall be borne equally by the Cooperative and the Union.

ARTICLE VI

WAGES

Section 6.01 This section is intentionally left blank.

Section 6.01.1 Wage rates for Plant Department employees who become

employees after September 30, 1994, will be as follows:

	6%	5%	4%	3%	3%
<u>Classification</u>	<u>Effective</u>				
	11/11/2024	11/11/2025	11/11/2026	11/11/2027	11/11/2028
Electronic & Transmission Technician					
1st Year	\$22.20	\$23.31	\$24.24	\$24.97	\$25.72
2nd Year	\$26.10	\$27.41	\$28.51	\$29.37	\$30.25
3rd Year	\$30.11	\$31.62	\$32.88	\$33.87	\$34.89
4th Year	\$34.02	\$35.72	\$37.15	\$38.26	\$39.41
5th Year	\$36.60	\$38.43	\$39.97	\$41.17	\$42.41
Cable Splicer/Fiber Repair					
1st Year	\$21.93	\$23.03	\$23.95	\$24.67	\$25.41
2nd Year	\$25.59	\$26.87	\$27.94	\$28.78	\$29.64
3rd Year	\$29.42	\$30.89	\$32.13	\$33.09	\$34.08
4th Year	\$33.02	\$34.67	\$36.06	\$37.14	\$38.25
5th Year	\$35.46	\$37.23	\$38.72	\$39.88	\$41.08
	6%	5%	4%	3%	3%
Communications Installer and Repair					
1st Year	\$21.27	\$22.33	\$23.22	\$23.92	\$24.64
2nd Year	\$24.90	\$26.15	\$27.20	\$28.02	\$28.86
3rd Year	\$28.62	\$30.05	\$31.25	\$32.19	\$33.16
4th Year	\$32.35	\$33.97	\$35.33	\$36.39	\$37.48
5 th Year	\$34.76	\$36.50	\$37.96	\$39.10	\$40.27
Records & Dispatch					
1st Year	\$28.72	\$30.16	\$31.37	\$32.31	\$33.28
2nd Year	\$29.75	\$31.24	\$32.49	\$33.46	\$34.46
3rd Year	\$31.75	\$33.34	\$34.67	\$35.71	\$36.78
4th Year	\$33.36	\$35.03	\$36.43	\$37.52	\$38.65
5th Year	\$34.37	\$36.09	\$37.53	\$38.66	\$39.82

<u>Classification</u>	<u>Effective</u>				
	11/11/2024	11/11/2025	11/11/2026	11/11/2027	11/11/2028
Construction – Communications Helper					
1st Year	\$19.86	\$20.85	\$21.68	\$22.33	\$23.00
2nd Year	\$23.08	\$24.23	\$25.20	\$25.96	\$26.74
3rd Year	\$26.47	\$27.79	\$28.90	\$29.77	\$30.66
4 th Year	\$29.83	\$31.32	\$32.57	\$33.55	\$34.56
5th Year	\$31.94	\$33.54	\$34.88	\$35.93	\$37.01
Warehouse & Vehicle Maintenance					
1st Year	\$18.79	\$19.73	\$20.52	\$21.14	\$21.77
2nd Year	\$21.67	\$22.75	\$23.66	\$24.37	\$25.10
3rd Year	\$24.76	\$26.00	\$27.04	\$27.85	\$28.69
4 th Year	\$27.87	\$29.26	\$30.43	\$31.34	\$32.28
5th Year	\$29.78	\$31.27	\$32.52	\$33.50	\$34.51

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

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

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

ARTICLE VII

GENERAL RULES AND WORKING CONDITIONS

Section 7.01 The workweek is Sunday through Saturday. Employees' shifts shall consist of forty (40) hours of five (5) consecutive days Monday through Friday or Tuesday through

Saturday. Subject to Article XII- Management Rights, the normal workday shall consist of eight (8) hours between the hours of 8:00 a.m. to 5:00 p.m. ("Workday Schedule") with up to a one (1) hour lunch period starting no later than the fifth hour of the employee's assigned shift. The normal Workday Schedule for the Warehouse and Vehicle Maintenance will be eight (8) hours within the hours of 6:00 a.m. to 4:00 p.m. with one hour for lunch. The Records and Dispatch Workday Schedule may vary up to one (1) hour from the normal workday. Any variances in the Records and Dispatch schedules shall be bid upon by the dispatchers according to the respective seniority unless the people involved mutually agree to do otherwise. A change to an employee's Workday Schedule is to be mutually agreed upon by Cooperative and employee. In such an event, the Cooperative and/or employee must provide forty-eight (48) hour notice to the other party when temporarily requesting a change to the employee's Workday Schedule.

Weekend, after-hour schedules, and On-Call shifts shall be rotated among all Plant employees, except Records and Dispatch, Construction-Communications Helper, and Warehouse and Vehicle Maintenance. No Cable Splicer-Fiber Repair employee will be required to work On-Call more than one out of every four consecutive workweeks. The employees may be assigned from time to time a Tuesday through Saturday workweek and during that workweek will be responsible for "On Call" duty from Friday at 8:00 a.m. to the following Friday at 8:00 a.m. The employee assigned "On Call" status shall have an operational cell phone during "On Call" time and will receive forwarded customer trouble calls. When an employee is working an "On Call" period, the employee will have the option of taking the Cooperative vehicle home during the "On Call" time frame, if the employee lives within the Cooperative serving area, and/or a ten (10) mile radius; however, this is not a residency requirement. Cooperative owned vehicle shall be used for Cooperative business purposes only. There will be no tax liability to the employee.

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

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

Section 7.03 All employees covered by this Agreement shall receive full time employment, provided they are ready and in condition to perform their work. Employees laid off because a job is completed or shut down for reasons beyond the Cooperative's control shall be paid in full to and on the date of layoff. Employees shall not be laid off or transferred while other employees performing the same type work are required to work beyond the normal tour of duty unless done so by mutual agreement, emergency overtime excepted.

Section 7.04 The following will be recognized as Holidays: New Year's Day, Employee's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day. Employees shall be given seventy-two (72) hours' notice when required to work on the above Holidays except in emergencies and shall receive eight hours pay for each holiday or the day celebrated, therefore. Sunday holidays shall be celebrated on the following Monday, except for Christmas Eve and New Year's Eve, which shall be celebrated on the preceding Friday, and Saturday holidays shall be celebrated on the preceding Friday.

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

their floating holiday, it shall be awarded to the employee with the most seniority. This time may be used in one-hour increments.

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

Section 7.05 All time worked in excess of regular hours shall be paid for at the rate of time and one-half except as hereinafter provided. The Cooperative will make a good-faith effort to divide overtime as equally and impartially as possible among the employees within each classification. Upon a reasonable request by the Union, the employees' names and overtime hours paid shall be provided to the Union or posted monthly on bulletin boards. All overtime must be approved and authorized prior to being worked.

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

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

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

Section 7.07 When employees are called for work on Sunday or Holidays, they shall receive double time up and through 12:00 a.m., and in no case shall they receive less than two (2) hours' time at the rate of double time. This pay on a Holiday shall be in addition to the regular holiday pay due the employee under Section 7.04, with the exception of the Electronic and Transmission Technician who shall receive an hour minimum if the trouble can be corrected remotely. (i.e. from their computer or IPAD)

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

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

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

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

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

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

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

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

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

Section 7.17 The Cooperative shall continue to participate in effect in the N.T.C.A R & S defined benefit retirement plan ("NTCA Plan"). The Cooperative reserves the right to change the annual benefit formula under the NTCA Plan to ensure the agreed upon contribution amounts set forth below are not exceeded. The Cooperative's contributions under NTCA Plan will be 10.1% of employee's base pay. Employee's contribution under the NTCA Plan will be up to 6.3% of the employee's base pay.

Employees hired after January 1, 2019, are not eligible to participate in the NTCA Plan. In lieu of participation in the NTCA Plan, Employees hired after January 1, 2019, will receive a two percent (2%) match for each one percent (1%) contributed to the 401(k) Plan up to the employee's five percent (5%) in other retirement plans provided, including but not limited to the NTCA R&S

Pension

Section 7.18 The health care plan, along with the dental and vision care coverage will remain the IBEW/NECA Family Medical Care Plan (FMCP). The Cooperative shall pay 100% of the Plan #16, at the current applicable cost of each employee each year of the contract until January 1, 2030. For the period January 1, 2024, to December 31, 2029, employees will pay fifty percent (50%) of the premium cost increase over the 2019 rates.

Section 7.18.1 All eligible employees shall be able to participate in an employer sponsored Flex Plan. All administrative expenses of the Flex Plan will be paid by the Cooperative. Participation in the Flex Plan will be voluntarily.

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

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

Section 7.21 All employees required to operate a Cooperative owned vehicle, as a condition of employment and continued employment, must have a valid, unexpired, and unrestricted motor vehicle operator's license. Further, any employee required to drive a Cooperative owned vehicle with a gross vehicle weight of over 26,000 pounds must have at a minimum a valid, unexpired, and unrestricted Class B commercial vehicle operator's license. Upon request, employees shall provide proof of their compliance with this Section to Cooperative's management. If at any time an employee's vehicle operator's license is suspended, revoked, or expired, it is the employee's responsibility to notify the Cooperative's General Manager within one (1) business day.

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

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

Section 7.24 The Cooperative and the Union agree that employees covered under this Agreement are not authorized to engage in gainful employment supplementary to the Cooperative employment, which is the same or similar to the phone, internet and television work that the employees are employed by the Cooperative to perform which is competitive with the Cooperative or any subsidiary in any nature. Gainful employment under Section 7.24 includes personal work effort, direction or training of other persons or consultative advice for any form of remuneration for services rendered.

ARTICLE VIII

VACATIONS

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

Vacation time cannot be accumulated from year to year, but must be taken in each vacation year. If, however, it becomes impossible to grant all of an employee's vacation during the vacation year, the Cooperative may, with the agreement of the employee, schedule the remaining vacation at a mutually agreeable time during the first two months of the following vacation year. Pay in lieu of vacation shall not be allowed. Employees receiving more than two (2) weeks of vacation shall not schedule more than two (2) weeks of such vacation during the months of June, July, August and September. At the employee's option, an employee may carry over up to two (2) weeks of vacation to be scheduled during the first three (3) months of the following vacation year. All carried over vacation time may only be taken upon the employee's supervisor's prior approval.

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

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

Section 8.03 Prior to January 1st of each year, each bargaining unit employee will, without undue delay, turn in to their supervisor their desired vacation days for the next thirteen (13) month period (the following January 31st). The Cooperative will coordinate the days and post on a Google calendar a schedule of vacation periods, respecting the wishes of the employee insofar as the needs of the service of the Cooperative will permit. Employees will be notified, and the calendar will be posted for 31 days. If two or more employees within a work group request the same vacation period, seniority shall prevail, and junior employees will be asked to give an alternative of dates. Upon the expiration of 31-day period, the calendar will be revised per exercised bumping rights and reposted. The reposted vacation schedule shall be final and binding and not subject to additional bumping and/or seniority rights.

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

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

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

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

Section 8.06 Vacations shall be taken in multiples of five consecutive workdays beginning with Monday and ending with Friday except as provided in Section 8.04 and 8.05. Employees will not be called back from vacation unless an emergency exists. If the Cooperative calls an employee back from vacation, such employee shall be paid time and one-half for the time worked, but not less than two hours and shall be granted time off equal to the time worked at a later mutually agreeable time.

ARTICLE IX

SICK LEAVE

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

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

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

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

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

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

Section 9.03 As stated elsewhere in this Article, all sick, funeral and doctor or dental appointment leave shall be charged against the employee's accumulated bank. It is agreed on any employee's anniversary date where their total remaining bank plus the sick leave they are entitled to for the next anniversary year under the provisions of Section 9.01 above is in excess 640 hours, they are eligible to receive a one-time yearly bonus at or near their anniversary date, of up to 56 hours of their leave at their then existing hourly rate based on the amount of hours in excess of 640 hours, which bonus will be deducted from their sick leave bank. Employees who have more than 640 hours in their bank may not be able to use all of their sick hours during the next anniversary year and they may lose some.

Section 9.04 Reasonable time off will be allowed without loss of pay when death occurs in the employee’s immediate family. For the purpose of this contract, the words “immediate family” shall mean the employee’s father, mother, father-in-law, mother-in-law, sister-in-law, brother-in-law, brother, sister, wife, children, grandchildren, grandmother, grandfather, son-in-law, daughter-in-law or relatives living in the employee’s household. It is agreed the term “reasonable” will mean from three to five days, depending on the circumstances. The employee must report such death and make his request for leave to the Manager prior to taking the time off allowed under this Section. Time received under this Section shall be deducted from the accumulated time granted under Section 9.01.

Section 9.05 Employees will be allowed to use accumulated sick leave time granted under Section 9.01, upon approval of their supervisor, for the employee’s doctor/dental

appointments, and illness for the employee, illness for the employee's spouse, children, father and/or mother. Sick time may be used in 30-minute increments. If all accumulated sick leave is used, then the employee will have the ability to use vacation time, with management approval.

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

ARTICLE X

DUES DEDUCTIONS

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

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

ARTICLE XI

CONTRACT WORK

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

ARTICLE XII

MANAGEMENT RIGHTS

The Union understands the Cooperative is responsible to perform the work required by the Cooperative. The Cooperative shall therefore have no restrictions, except those specifically

provided for in the Collective Bargaining Agreement, in planning, directing, and controlling the operation of all work, directing the work force, in deciding the number and kind of employees to properly perform the work, schedule hours and assign work, in hiring and laying off employees, in requiring all employees to observe the Cooperative's s and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

ARTICLE XIII

NO STRIKES OR LOCKOUTS

During the term of this Agreement, there shall be no lockout by the Cooperative. During the term of this Agreement, the Union agrees on behalf of itself and each of its members that there will be no authorized concerted failure to report to work, cessation or interruption of work, slowdown, strike, sympathy strike, boycott, or any other type of organized interference, coercive or otherwise, with the Cooperative's business.

The Cooperative agrees as part of the consideration of this Agreement, that neither the Union, its officers, representatives or members shall be liable for damages for unauthorized stoppages, strikes, intentional slowdowns, or suspensions of work in the Cooperative's service, if:

- (a) The Union gives written notice to the Cooperative within twenty-four (24) hours of such action that it has not authorized the stoppage, strike, slowdown, or suspension of work;
- (b) Copies of the notice described in (a) above are posted immediately by the Union on the bulletin board;
- (c) The Union further cooperates with the Cooperative in getting the employees to return and remain at work.

It is recognized that the Cooperative has the right to take disciplinary action, including discharge, against employees who engage in any unauthorized stoppage, strike, intentional

slowdown, or suspension of work, subject to the Union's right to present a grievance on such discipline in accordance with Article IV of this Agreement in cases in which an issue of fact exists as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation.

WABASH TELEPHONE COOPERATIVE, INC.

DATE: 11-14-24

BY: Rodney Byars
President

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

DATE: 11/19/2024

BY: Steve Hughest
Business Manager

