

AGREEMENT

BETWEEN

MIDSTATE COMMUNICATIONS

AND

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO, CLC

CWA

Effective: October 1, 2023
Terminates: September 30, 2026


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This Agreement made and entered into this 1st day of October, 2023, by and between MIDSTATE COMMUNICATIONS hereinafter referred to as the "Company" or "Cooperative" and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC, hereinafter referred to as the "Union." This Agreement supersedes and replaces all prior Agreements between these two parties.

ARTICLE 1 RECOGNITION

Section 1.1 The Company recognizes the unit as certified by the National Labor Relations Board 18-RC-13604 whereby the Union is certified as the exclusive collective bargaining representative for purposes of collective bargaining for all employees excluding confidential employees and guards and supervisors as defined by the National Labor Relations Act, as amended.

Section 1.2 It is expressly recognized and agreed that the Cooperative provides telecommunications service which is essential to the health and welfare of its members and that the only reason for the existence of the Cooperative is to provide such members with continuous high quality service at the lowest possible cost.

Section 1.3 The Union recognizes management's prerogative to manage its business and direct the working forces, including the right to hire, classify, grade, suspend, reassign, lay off, discharge, promote, demote or transfer its employees, provided it does not conflict with the provisions of this Agreement. This includes the right to maintain a safe workplace and job site. To enforce OSHA, State and Local safety rules and requirements while employees are at work, or using Company facilities or equipment.

Nothing in this Agreement is intended to or is to be construed in any way to interfere with the recognized prerogative of the Cooperative to manage and control the business, but each employee covered by this Agreement shall possess the right of appeal through grievance procedure as provided by the terms of this Agreement.

Section 1.4 During the term of this Agreement, the Union, its officers, agents, representatives, members and employees covered under this Agreement shall not, strike the Company or engage in activity that is intended to stop, interfere, reduce or restrict production of the Company's operations. The Employer agrees there shall be no lockout of employees during the term of this Agreement.

ARTICLE 2 STATE AND FEDERAL LAWS

Should any provision, part of a provision, or provisions of this Agreement or any application thereof, become unlawful by virtue of any Federal or State Law, or Executive Order of the President of the United States pursuant to law, or final adjudication of any court of competent jurisdiction, the provisions or application of a provision of this Agreement shall be modified in compliance with the law, order, or final adjudication, but in all other respects the provisions or this Agreement shall continue in full force and effect for the life thereof.

ARTICLE 3 NEGOTIATIONS

Negotiations between the parties hereto relative to contract agreement, cancellation, revision, and amendment will take place from time to time in accord with the provisions of this Agreement. The Company agrees that employees duly designated by the Union to take part therein, not to exceed two (2) such employees, shall suffer no loss in pay as a result of such participation, during regular scheduled hours of work. Likewise, employees duly designated by the Union to participate in any other joint meetings mutually arranged by formal agreement between the parties from time to time, shall suffer no loss in regular pay.

ARTICLE 4 NON-DISCRIMINATION

The Company and the Union fully agree that no person shall be discriminated against because of their race, creed, color, religion, age, sex, national origin, whether handicapped or veteran. It is further agreed these parties will not discriminate against any employees because of politics, union membership, and Union activity or lack of Union activity.

ARTICLE 5 CLASSIFICATION OF EMPLOYEES

Section 5.1 Full time employees are those employed for forty (40) or more hours per week. Each new full time and regular time employee shall serve a probationary period of six (6) months.

Section 5.2 Temporary Employee. Any employee who is retained on a part time, full time for an anticipated short period, or a seasonal period not to exceed six (6) months within a calendar year, shall be considered as a temporary employee.

Section 5.2.1 Retroactive to 2001, temporary employees will receive seniority credit pro-rated for all hours worked based on 2080 hours in a calendar year.

Section 5.3 Regular Part time. Employees are those employed for less than forty (40) hours per week.

ARTICLE 6 RESPONSIBLE RELATIONSHIP

The Company and the Union recognize that it is in the best interests of the parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility, and are expected to be accountable for their own actions and the actions of those they supervise. The relationship of the supervisor to the employee supervised is one of the mutual trust and understanding, and both supervisors and employees are expected to be understanding or and responsive to each other's needs and positions. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent

and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

ARTICLE 7 GRIEVANCE

General

Section 7.1 – Definition of a Grievance

A grievance shall be a written complaint by an employee or group of employees prepared outside of work time, for whom the Union is the bargaining agent, or by an authorized Union Representative with respect to the interpretation or application of any of the provisions of any collective bargaining agreement between the parties of this Agreement, or any written complaint regarding matters properly the subject of collective bargaining. A grievance may also be a written complaint by an employee or group of employees alleging that the Company has violated, misinterpreted or unfairly applied any policy, rule, or regulation of the Company, including as applied to discipline.

Section 7.2 Joint Responsibilities

Section 7.2.1 Once a formal grievance has been presented by the Union to the Company, representatives of the Company shall not discuss or attempt to adjust the grievance with the aggrieved employee or group of employees without affording the appropriate Union representative an opportunity to be present.

Section 7.2.2 The Union/Local Union shall be considered the representative for grievance representation purpose of any employee laid off, discharged, or otherwise separated from the payroll until the limits of the grievance and arbitration procedure have been exhausted, provided, however, that in the event any employee is discharged the grievance must be presented within fifteen (15) calendar days after the date of the discharge. If a grievance is the result of a specific act or incident, the grievance must be filed within fifteen (15) calendar days following the discovery of the act or incident, such as by a local steward, which gave rise to the grievance. If not filed within said fifteen (15) calendar day period, the act or incident shall not be considered as a valid basis for a grievance.

Section 7.3 – Grievance Procedure

Section 7.3.1 – Grievance Meetings The first grievance meeting between Union and Company representatives shall be scheduled within twenty (20) calendar days after the event giving rise to the grievance. If the grievance is not settled at the first step, subsequent meetings shall be scheduled within fifteen (15) calendar days of notice of appeal. Aggrieved employees shall not exceed a total of one (1) employee in number meeting with the Company in respect to grievances, and they shall suffer no loss in regular pay as a result of regular hours lost from scheduled work. The Union does reserve the right to a representative of the Local or the International to attend grievance meetings.

Section 7.3.2 The disposition of grievances presented shall be in writing endorsed by the appropriate Company and Local Union Representative(s).

Section 7.3.3 Grievance Levels and Time Limits Grievances shall be answered by management according to the following schedule. Timelines shall be strictly followed unless the time periods are extended by mutual agreement:

Grievance Level No. 1 – Immediate Supervisor
(Fifteen (15) Calendar Days after the Meeting with the Local Union)

Grievance Level No. 2 – General Manager
(Fifteen (15) Calendar Days after the Meeting with the Local Union)

Grievance Level No. 3 – Board of Directors
(Thirty (30) Calendar Days after the Meeting With the Union)

Section 7.3.4 Following each grievance level above, the Local Union and/or the Union shall give written notice of its acceptance, rejection, or appeal of the Company disposition. Such notice shall be received by the proper Company Official within fifteen (15) calendar days after date of the Company disposition. Should such written notice not be received within the stated time, the grievance is considered closed.

Section 7.3.5 If a grievance has not been satisfactorily settled under the grievance procedure outlined herein, the grievance may be referred by the Union to arbitration as provided for in this Agreement.

Section 7.3.6 For purposes of this Article, in the event the calendar day falls on the non-work day, the time frame will carry over to the next business day.

ARTICLE 8 ARBITRATION

Section 8.1 Any dispute arising between the parties with respect to the interpretation and application of the intent and meaning of the terms of this Agreement which cannot be settled otherwise through discussion and/or negotiation or grievance which cannot be adjusted under the provisions of Article 7 hereof, may be referred to arbitration by either party upon written notice to the other party.

Section 8.2 The parties shall endeavor to agree between them upon an Arbitrator with thirty (30) calendar days after the dispute or grievance has been referred to arbitration. Failing to do so, either party may petition Federal Mediation and Conciliation Service for a list of seven (7) Arbitrators, located within the six state general operating area of the Company (Wisconsin, Minnesota, Iowa, North Dakota, South Dakota and Nebraska). Upon receipt of the list of arbitrators, the parties will determine by lot which party will strike first from the list of arbitrators and the parties shall alternately strike from the list until a sole arbitrator is selected.

Section 8.3 The Arbitrator shall be empowered to rule upon the full merits of the dispute between the Parties and his/her decision shall be final and binding upon the Parties, but his/her decision cannot add to, delete or modify any terms and conditions of the Contract. A copy of the decision of the Arbitrator shall be furnished to both parties.

Section 8.4 This arbitration procedure shall be expeditiously pursued by all concerned. Expense incurred by parties shall be borne by the incurring parties except for the arbitrator himself whose expense shall be shared equally by the parties.

ARTICLE 9 UNION ACTIVITIES

Section 9.1 The Union agrees that no Union officer, steward or other Union member shall engage in any Union activity on time paid for by the Company. This shall not include time spent in meetings with Company representatives; time spent in meetings dealing with Union-Company relationships held at the Company's request; or scheduled relief periods.

Section 9.2 Neither the Union, its officers, nor its members shall carry on Union activities on Company premises, except that Union officers and members, who are also employees, may solicit members and carry on similar Union organization work in space where no Company operations or administrative work is performed if such activities will not interfere with the use of such space by employees for the purpose for which the space is provided.

ARTICLE 10 UNION REPRESENTATION

At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for cause) is to be announced, a Union representative may be present if the employee so requests.

ARTICLE 11 DISCHARGES, SUSPENSIONS AND DEMOTIONS FOR CAUSE

Section 11.1 In the event any employee is discharged, suspended or demoted for cause the Local Union shall be notified in writing of such action. A written claim that the discharge, suspension or demotion was without proper reason must be filed by the Local Union and/or Union within fifteen (15) calendar days from the date the Company notifies the Local Union (e.g., a local steward) of the discharge, suspension or demotion.

Section 11.2 If an employee with less than six (6) months service is discharged, suspended or demoted, the Union's claim that the action was without proper reason shall be subject to the grievance procedure of this Agreement only. If the employee has six (6) months or more of service, the Union's claim shall be subject to the grievance and arbitration procedures of this agreement.

ARTICLE 12
SENIORITY, LAYOFF AND RECALL

Section 12.1 Seniority Seniority shall be determined by the period of continuous employment with the Company. Seniority shall be deemed to accrue from the date an employee was last hired by the Company, except in the case of rehired former employees who have had their service bridged after three (3) years continuous service and for whom an adjustment date for seniority has been established only for vacation entitlement and service awards.

Section 12.1.1 Seniority shall prevail in matters affecting the assignment of hours on work schedules, vacations, layoff and rehiring after layoffs, insofar as service requirements will reasonably permit.

Section 12.1.2 In the event a dispute arises as to the seniority of two (2) or more employees starting to work for the Company on the same date, then the last lowest digit of the SS number shall be deemed to have the greater seniority.

Section 12.1.3 Seniority lists shall be kept up-to-date by the Company and shall be available for inspection at reasonable times by the Union or any of its members.

Section 12.2 Probation New employees shall be considered to be on probation for the first six (6) months of employment. During the probationary period, the Company may transfer, layoff and dismiss such employees and such action shall not be subject to the arbitration provision of this Agreement.

Section 12.3 Layoffs In the event of layoffs, the Company shall follow the principles of Company seniority insofar as it reasonably can, taking into consideration the skill and qualifications of the employees to perform the work. However, no employee shall be laid off who has greater Company seniority and has the skill and ability to fill a job now being held by an employee with less Company seniority. Layoffs shall be selected by classification in a geographic area.

Section 12.3.1 The Company shall give ninety (90) calendar days written notice prior to layoffs, or assignment to a lower paying job.

Section 12.3.2 Severance Pay Employees removed due to layoff procedure shall receive one week of pay at their regular pay rate for each year of service, prorated for any partial year of service, to a maximum of twelve (12) weeks.

Section 12.4 Recall When recalling persons with seniority rights, the Company shall be required to give the employee and the Union written notice, by registered mail to the last address of the employee, of its desire for the employee to return to work. After fourteen (14) calendar days, failure to report for work in the established classification, after the above requirements have been carried out in the recall, such employee shall be deemed to have forfeited their full seniority rights. (The written recall notice shall be sent to the CWA district office and the employee's last known address as provided by the employee to the Company.)

Section 12.4.1 Employees who are laid off for a period of less than two (2) years, when recalled, shall be paid the wage at the same wage progression step as they were on at the time of the layoff.

Section 12.4.2 When employees have been laid off and are later recalled, their seniority time shall be restored as of the day they left the service of the Company, provided they are recalled within a two (2) –year period from the date of layoff.

ARTICLE 13 WORK WEEK

Section 13.1 A work week shall be a forty (40) hour week commencing each Sunday at 12:00 A.M.

Section 13.2 The normal workday shall be eight hours from 8:00 A.M. through 5:00 P.M., Monday through Friday. The normal week can be arranged so that maintenance service will be provided on Saturdays and an alternate day off will be given during the week.

Section 13.3 Flexible work arrangements may be developed mutually between the Company and the local union to meet the evolving needs of both the Company and the employees. Some examples of flexible work arrangements may include a four-day, ten-hour work schedule, flex-time in which starting/stopping times can vary or split shifts with unpaid intermission of more than one (1) hour but less than five (5) hours. The four-day, ten-hour work schedule will normally consist of four (4) consecutive days and will not be scheduled in weeks that contain holidays. Split shifts will only be assigned to volunteers.

Section 13.3.1 Flexible work arrangements will comply with all federal and state wage and hours' laws.

Section 13.3.2 An employee working a flexible work schedule will only receive daily overtime pay for those hours worked in excess of the employee's scheduled tour.

Section 13.3.3 The Company will determine how many, if any, flexible work arrangements will be available. When available, flexible work schedules will be bid by seniority.

Section 13.4 A relief period shall be provided for all employees during each session of their daily tours. Such rest periods shall be considered and paid for as work time and shall not exceed thirty (30) minutes per day.

Section 13.5 A meal period of one (1) hour shall be provided for lunch. The Company may allow for shorter noon meal periods, insofar as it is reasonable and practical to do so.

ARTICLE 14 MEALS/MILEAGE

Section 14.1 If an employee or group of employees has worked more than eight (8) hours without a hot meal, the employee in charge may secure a hot meal for the crew.

Section 14.2 If an employee or group of employees is working away from their exchange headquarters at mealtime, the employee or employee in charge may interrupt the work long enough for a warm meal at Company expense. Company expense equals a maximum of **eleven dollars (\$11.00)** per employee. If an overnight stay is required, the employee(s) will receive the IRS per diem rate for the city visited.

Section 14.3 If an employee or group of employees is working away from their exchange headquarters, they will report to exchange headquarters at the start of their shift and drive to the assigned location. If a Company vehicle is not provided, the mileage reimbursement rate will be at the current rate set by the IRS.

ARTICLE 15 UNIFORMS

Section 15.1. Uniforms The Company will provide full-time employees a clothing allowance of two-hundred fifty (\$250) per year. Outside plant employees may apply this clothing allowance toward the purchase of work boots, upon management approval. All clothing, except work boots, must be purchased from the Company Catalog. Any clothing ordered over the allotted two hundred fifty dollars (\$250) will be billed to the employee. Supervisors may authorize purchase outside of the Company Catalog as needed or because of unavailability. Logos and/or photo ID (to be determined by supervisor) must be worn when employee is on duty. Company logo clothing will be provided to part-time employees as needed. Logos, shipping and handling will be provided by the Company. Employees will be allowed to wear a Union provided CWA pin on their shirt, hat or lapel while working. Clothing allowance becomes available on October 1st of each year and must be used by September 30th of the following year. The Company will notify employees not later than July 1st of each year of the balance in their clothing allowance.

Section 15.2 Specialized Equipment The Company shall provide Rain Gear for the outside forces as well as all safety vests, glasses, gloves, hard hats, as required to perform the work required. This gear shall be kept in the Company vehicle when not being used on the job.

ARTICLE 16 OVERTIME

Section 16.1 Time worked in excess of the daily work period of eight (8) hours and/or in excess of the normal work week of forty (40) hours shall be paid for at the rate of one and one-half (1- ½) hours pay for each hour worked. Employees working a flexible work schedule will receive daily overtime for hours worked in excess of the employee's scheduled tour.

Section 16.2 All overtime shall be, as far as practicable, equally and impartially divided among the employees who generally work in the class of work being performed. All overtime must be approved by the immediate supervisor or General Manager.

ARTICLE 17
CALL OUT PAY AND STANDBY PAY

Section 17.1 Each employee called to work when the employee is off duty shall receive a minimum of one (1) hour's pay at the employee's overtime rate. Any work in excess of one (1) hour shall continue to be paid at the overtime rate.

Section 17.2 Each employee assigned standby duty will receive one (1) hour's pay at time and one-half rate for each day of the assignment. The employee shall be no more than approximately forty-five (45) minutes from their reporting location. Each employee, who is on stand-by and called to work, shall receive a guarantee of one (1) hour's pay at the employee's overtime rate for the first call. Any other calls within that first hour shall be applied towards the guaranteed one (1) hour.

Section 17.3 For each call out within the same twenty-four (24) hour standby period thereafter, the employee shall be paid at the employee's overtime rate for the actual time worked measured at fifteen (15) minute increments within the same hour.

Section 17.4 For the purpose of standby assignment, the twenty-four (24) hour standby period shall begin on Wednesday at 5:00 p.m. and continue for seven (7) consecutive days, but does not include the employee's normal work hours (no pyramiding).

ARTICLE 18
PAID TIME OFF (PTO)

Section 18.1 PTO is provided so that full time employees may enjoy time away from work. PTO benefits are also to be used for absences due to illness or injury which do not meet the requirements of the Prolonged Sickness Bank (PSB).

1. For September 1, 2018 employees: if any employee has an excess of 360 hours sick time on August 31, 2018, the excess hours will be paid at 100% of current wages in September 2018. Any unused sick time of 360 hours or less will be automatically transferred into the Prolonged Sickness Bank (PSB). As of September 1, 2018, any unused vacation will be transferred into PTO.
2. Full time employees are eligible to accrue PTO benefits monthly, effective with the first complete month of employment. The accruals will be based on the employee's length of service and time worked as follows:

PTO Schedule:

0 - 1 years of service: Accrue at 120 hours annually (begins on first day of month following hire date).

2-4 years of service: Accrue at 160 hours annually (begins on first day of month following anniversary of employment).

5-9 years of service: Accrue at 200 hours annually (begins on first day of month following anniversary of employment).

10-14 years of service: Accrue at 220 hours annually (begins on first day of month following anniversary of employment).

15 plus years of service: Accrue at 240 hours annually (begins on first day of month following anniversary of employment).

Section 18.2 PTO Terms:

1. PTO time must be pre-approved by the employee's supervisor, unless the absence is related to illness. In the event of illness, the Supervisor shall be notified by 8:15 am or as soon as possible. Management may deny PTO due to work schedules.
2. Employees can use PTO benefits in increments of ½ hour, up to their regularly scheduled work day hours, with the approval of their supervisor.
3. At least 40 hours of PTO must be taken on a calendar basis.
4. Employees may not utilize PTO until they have earned it. Management may approve use in advance of earning PTO due to extenuating circumstances as determined by the Company on a case by case basis.
5. Employees will be canvassed for PTO each January for entitlement during that calendar year. Employees are encouraged to schedule as much PTO as possible during this initial round of PTO selection.
 - a. PTO requests will be granted by seniority.
 - b. If PTO time selected is no longer needed, the employee may return it
 - c. To aid in scheduling of work assignments, all request for PTO of four (4) or more days must be submitted a minimum of two (2) weeks prior to the starting date of PTO. PTO of less than four (4) days can be scheduled on a first come first served basis. Once approved such PTO cannot be denied or bumped by a senior employee.
6. Full weeks of PTO will take priority over incremental requests.
7. Should there be an apparent abuse in the use of PTO, the Manager will discuss such conditions with the employee and discipline may result.

Section 18.3 Unused PTO Time:

1. Employees may carry over up to one hundred(100) hours of PTO each calendar year.
2. Employees may also transfer up to 80 hours of PTO hours each calendar year to their Prolonged Sickness Bank (PSB), provided the transfer does not put the employee's PSB over the maximum allowable accrual for PSB.
3. PTO hours transferred to the employee's PSB will not be allowed to be transferred back in their PTO and will be forfeited upon termination.
4. If an employee has unused PTO benefits at calendar year end and they have a minimum of four hundred eighty (480) hours in their PSB, the employee may choose to receive a cash payout of up to 40 unused hours of PTO at 100% of the employee's regular pay.
5. An employee who resigns, or whose employment is terminated, shall be entitled to any unused PTO which has been earned in accordance with the above schedule.
6. If an employee approaches the Company or the Union with a request to donate or receive donated PTO or PSB time, the parties agree to discuss this possibility.

Section 18.4 Prologed Sick Bank:

The Prolonged Sickness Bank is a benefit designed to afford employees who have a serious illness or injury as defined in attachment A, paid time off. Full time employees will accrue 4 hours per month into their Prolonged Sickness Bank. Prolonged Sickness hours are accrued beginning the first day of the month following your hire date.

The maximum accrual amount of PSB Hours for full-time employees is 640 hours. When an employee meets the maximum accrual, the employee will no longer accrue Prolonged Sickness Bank hours, until the accrual in the PSB drops under the 640 hours.

To qualify for and use Prolonged Sickness benefits, the following conditions must be met:

1. On annual basis, employees are required to use PTO hours for the first 40 hours of absence related to the same serious health condition before being able to use PSB benefits. Certification of Prolonged Sickness benefits, needs to be completed by employee within 5 calendar days of starting an unplanned leave and at least 15 days prior to starting a planned leave.
2. Prolonged Sickness Bank may be used for the employee's serious health condition as defined in Attachment A.
3. Prolonged Sickness Bank hours may be used to care for a spouse or child/step-child who has a serious health condition as defined Attachment A. The time allowed for caring for spouse or child/step-child is limited to 200 hours of Prolonged Sickness per incident.
4. Employees who retire from the Company and have accrued prolonged sick leave shall be paid for such time not to exceed one hundred (100) hours to be paid out at 50% of their then existing wage rate.

Section 18.5 Categories of Serious Health Conditions

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves one of the following:

Category 1: HOSPITAL CARE

Inpatient Care (i.e., an overnight stay) in a hospital, or residential medical care facility, including any period of incapacity² or subsequent treatment in connection with or consequent to such inpatient care.

Category 2: ABSENSE PLUS TREATMENT

- (a) A period of incapacity² of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
- (1) Treatment³ **two or more times** by a health care provider, by a nurse or physician's assistance under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider; or
 - (2) Treatment by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment**⁴ under the supervision of the health care provider.

Category 3: PREGNANCY

Any period of incapacity due to pregnancy, or for prenatal care.

Category 4: CHRONIC CONDITIONS REQUIRING TREATMENTS

A **chronic condition** which:

- (1) Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- (2) Continues over **an extended period of time** (including recurring episodes of a single underlying condition); and
- (3) May cause episodic rather than a continuing period of incapacity² (e.g. asthma, diabetes, epilepsy, etc.)

Category 5: PERMANENT/LONG-TERM CONDITIONS REQUIRING SUPERVISION

A period of incapacity², which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment** by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

Category 6: MULTIPLE TREATMENTS (NON-CHRONIC CONDITIONS)

Any period of absence to receive **multiple treatments** (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, or for a condition that **would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer, (chemotherapy, radiation, etc.), severe arthritis, (physical therapy), kidney disease (dialysis).

²"Incapacity" for purposes of this policy is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment thereof, or recovery therefrom

³Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. It does not include routine physical examinations, eye examinations or dental examinations.

⁴A regimen of continuing treatment includes, for example, a course of prescription medication (e.g. an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. It does not include the taking of over-the-counter medications such as aspirin, antihistamines or salves, or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider.

ARTICLE 19 HOLIDAYS

Section 19.1 The following paid holidays will be observed: New Years Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, July 4th, Labor Day, Native American Day, Veterans Day, Thanksgiving, and Christmas.

Section 19.2 When a holiday falls on Saturday, the Friday preceding shall be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

Section 19.3 In the event a recognized holiday falls within the week of an employee's vacation period, an additional day of vacation shall be provided.

Section 19.4 All work performed on holidays will be paid at time and one-half (1-1/2), in addition to the regular holiday pay.

ARTICLE 20 LEAVES OF ABSENCES

Section 20.1 Jury Duty

In the event an employee is required to serve on a jury or is subpoenaed by a court as a witness, such employees shall receive their regular wages for their actual scheduled work in hours they are required to be absent up to a maximum of four (4) weeks per incident, minus compensation for such service. Employees summoned for jury duty beyond the four (4) week period will not be required to turnover any compensation received and will be granted a non-paid leave with no loss of seniority or employer paid benefits. The Company shall not charge as vacation or consider as absent any employee carrying out any of the above civic duty.

Section 20.1.1 Jury or witness service will not be credited as hours worked in computing overtime for the workweek.

Section 20.2 Absences – Union Activities The Company will grant to any employee designated by the Union the necessary time off, without pay, and without loss of seniority, to handle Union business, such as attending Union Conferences or Conventions as a delegate of the Local Union, or for other similar Union business. If the General Manager agrees, it is agreed that no more than two (2) employees, a limit of one (1) from each department, shall be so engaged at any one (1) time.

Section 20.2.1 The Company shall be given reasonable notice in advance of the beginning date and of the probable duration of such absences. The Company will not discriminate against any such employees absent for any of the above reasons. This provision does not include time spent in joint meetings dealing with grievances or other meetings held by mutual agreement and concerned with the normal administration of this Agreement.

Section 20.3 On-the-Job Injury Any employee of the Company covered by this Agreement who is injured while on duty shall continue to accumulate seniority during absence due to such injury for the first thirty-six (36) months. After the thirty-sixth (36th) month of workers' compensation leave of absence, the employee's seniority shall terminate.

Section 20.3.1 If an employee will be receiving full Company earnings while recovering from an on the job injury, the Company shall be reimbursed in the amount of any compensation received by the employee from Workers' Compensation, and the employee's sick leave time shall be credited to the extent of such reimbursement.

Section 20.4 Bereavement Leave

Section 20.4.1 Immediate family In the case of a death of an immediate family member, i.e. spouse, brother, sister, child, step-child, parent, step-parent, grandparent or grandchild whereby it would be necessary for an employee to be absent from work, all employees, except temporary employees, shall be granted bereavement leave with pay for a period not to exceed three (3) days for a local funeral and not to exceed five (5) days for an out-of-town funeral.

Section 20.4.2 Extended family In the case of a death of an extended family member, the employee will be granted one (1) day bereavement leave for a funeral. An extended family member is defined as aunt, uncle, niece, nephew, brother-in-law, sister-in-law, mother-in-law, father-in-law, and grandparent-in-law.

Section 20.4.3 For the purposes of this article, "Out of town" is a distance in excess of two hundred fifty (250) miles.

Section 20.4.4 The Manager may approve additional paid leave if required by the employee. Emergency leave exceeding the allotted time will be charged to the employee's accrued vacation time if available or taken without pay.

Section 20.5 Maternity Leave Employees on maternity leave will receive six (6) weeks full pay. If more time is required, the employee may use one (1) or all of the following provisions:

1. All or part of accrued PSB as described in Section 18.4.
2. All or part of accrued PTO.
3. All or part of thirty (30) calendar days leave of absence without pay and

Section 20.6 Thirty (30) Day Leave The Company may for good cause, grant regular employees a leave of absence, without pay, for any period of thirty (30) calendar days. Such employees shall not accumulate seniority, but shall not be deemed to have forfeited their existing seniority rights (as defined in this Agreement) except that if an employee remains away for more than the term of such leave of absence, or if he accepts employment elsewhere while in such leave of absence without the approval of the Company in writing, his seniority shall be considered lost, and his employment shall be deemed to be terminated.

ARTICLE 21
RULES, BENEFITS, PRIVILEGES, AND RETIREMENT

Section 21.1 All benefits presently being furnished to the employees regarding pension, hospital insurance, medical insurance, dental insurance, group life insurance, retirement programs, meals and lodging, which are not specifically changed by the provisions contained herein, shall remain unchanged during the life of this Agreement, unless changed by mutual consent of the authorized representatives of the parties hereto.

Section 21.2 Nothing in this Agreement shall be construed to require either of the parties to act contrary to any State or Federal law, governmental authority or declaration. In the event any such condition arises, it is agreed that this Agreement shall be deemed to be modified in respect to either or both parties to the extent necessary to comply with the law, order, or declaration.

ARTICLE 22
TELEPHONE CONCESSION AND SPECIALIZED EQUIPMENT

Section 22.1 Active Employees The Company will provide one-hundred (100%) percent concession for all residential services available, including any future technological upgrades (residential telephone service, cable with no premium channels provided, and broadband where available). In lieu of a set top box, the Employer will offer employees the opportunity to lease a PVR set top box at one-hundred percent (100%) of the customer's monthly lease price. The primary listing for the above services must be in the employee's name. Additional listings and non-published listings are permissible but will be on the regular additional listing rate.

Section 22.2 Retired Employees All retired employees who have completed twenty (20) years of service with the Company shall be entitled to local telephone and internet service, **cable TV and Midstate TV streaming services** free of charge **while residing in the Midstate service territory and as long as service is offered via Midstate.**

ARTICLE 23
BENEFITS

The Company shall continue all existing benefits and provisions for the welfare of the employees as follows:

Section 23.1 Group Health Program

Section 23.1.1 Employees have a choice of five (5) health care plans, NTCA AAA PPO, NTCA PPO Platinum, NTCA AA, NTCA HDHP, and NTCA A.

For those employees choosing the NTCA AAA PPO and NTCA AA the following employee contributions will apply:

Beginning January 1, 2024 employees will contribute twenty percent (20%) of the premium.
Beginning January 1, 2025, employees will contribute twenty percent (20%) of the premium.
Beginning January 1, 2026, employees will contribute twenty percent (20%) of the premium.

For those employees choosing the NTCA PPO Platinum and NTCA A plans, the following employee contributions will apply:

Beginning January 1, 2024, employees will contribute ten percent (10%) of the premium.
Beginning January 1, 2025, employees will contribute ten percent (10%) of the premium.
Beginning January 1, 2026, employees will contribute 10 percent (10%) of the premium.

For those employees choosing NTCA HDHP AAA PPO Plan, the Company will pay one hundred percent (100%) of the premium excluding the first one dollar (\$1.00) for employees and dependents. The Company will also establish a Health Savings Account (“HSA”) plan in accordance with federal law. The Company will make a one-time lump sum contribution for the 2024 plan year for any new participant in the HDHP Plan and the HSA in the amount of \$2,000, and the Company will also make an additional \$1000 contribution for the 2025 and 2026 plan years to the HSA for any new participants

Employees shall pay the premium through payroll deduction.

The Company will provide dental insurance for employees and their dependents.

The Company will not provide health insurance for temporary employees.

Section 23.1.2 The Company shall continue to pay for Medical and Dental Insurance for all employees for one (1) year after his/her retirement at the same rate as current employees.

Section 23.1.3 The Company may change insurance carriers, deductibles, and/or plans, but only if:

- A. Notice is provided to bargaining unit members and the Union, prior to the effective date of the change;
- B. The new plan provides the same or similar coverage as the existing plan;
- C. With the exception of the NTCA PPO plans, the Company will reimburse employees for actual expenses in excess of the deductible of three hundred dollars/six hundred dollars (\$300/\$600).

Section 23.1.4 In any year in which the premium is expected to increase ten percent (10%) or more, the Union agrees to meet to discuss changing plans or negotiating a different cost share arrangement.

23.1.5 The parties recognize that the uncertain of any regulations under many provisions of the Patient Protection and Affordable Care Act (ACA). This creates considerable uncertainty

regarding the Company's financial obligations to its employees and under this Agreement, particularly as it relates to the Cadillac Tax. As such, this Agreement may be reopened by the Company and all material terms of compensation and fringe benefits (including health benefits) may be subject to negotiation and change as deemed reasonably necessary by the Company to comply with the ACA and/or avoid the Cadillac Tax.

Section 23.2 Cancer Insurance The Company will pay the full premium for the lowest cost policy provided for Cancer Insurance. Employees who choose a more expensive policy, will pay the premium difference.

Section 23.3 Retirement Program The Company will provide the NTCA Retirement and Security Program for its employees. This program will include the Retirement Program Income Protection Plan, the Life Insurance Benefit and Widow's Benefit.

The employee waiting period shall be one (1) year of employment.

For the year 2024, the Company will adopt a 1.7% NTCA benefit formula of wages of which the Company will contribute a maximum of 12%, of which the employee's contribution will be 4.4%. The Company's maximum contribution in the years 2025 & 2026 will be 12%. In the years 2025 & 2026 the Bargaining unit will select each year's Benefit Factor formula for the current year.

Section 23.4 Disability Insurance The Company will pay the full premium on a Long-Term Disability Plan with a thirteen (13) week waiting period. As of January 1, 2019, the Company will provide all full-time employees with NTCA Short-Term Disability coverage with 70% wage replacement benefits as provided in the NTCA plan document. Employees on short-term disability may use any available PSB time to cover the remaining 30% of wage loss as permitted in the NTCA plan document.

Section 23.5 Life Insurance The Company will pay the full premium on a Life Insurance Plan equal to one (1) year's salary and a Group Life Insurance Plan in the amount of four thousand dollars (\$4,000.00) per employee.

Section 23.6 Retirement – Rule 85 As such time as any employee reaches age sixty-four (64) years and six (6) months, the Company shall by special letter of notice, inform him/her that he/she is eligible for the Company sponsored pension and Social Security at age sixty-five (65). Further, said employee shall notify the Company within thirty (30) days of the date of the letter of notice if he/she does not intend to continue working.

An employee who reaches the combination of age, plus years of service, totaling eighty-five (85), is eligible to elect early retirement at no reduction in their accrued pension benefit. The minimum age to qualify for early retirement is fifty-five (55).

Section 23.7 401(k) The Company will match up to one and one-half percent (1-½%) of an employee's contribution to their 401(k) Plan. All administrative costs of the plan will be paid by the Company.

ARTICLE 24
TRANSFERS AND PROMOTIONS

Section 24.1 Whenever the Company has a vacancy or a new position or other opening it will post such vacancy, new position, or opening on the bulletin board for at least fourteen (14) calendar days before the vacancy is to be filled. Employees who wish to bid on the posted vacancy shall notify the Company in writing of their application for said position within a fourteen (14) day period after the vacancy is posted. The Company shall post the name of the designated person chosen to fill the position.

When vacancies or new positions are posted, seniority shall govern provided the employee has capabilities substantially equal to other employees or new hires that are qualified.

Section 24.1.1 When promotions and/or lateral moves are made or bid upon by current employees, seniority shall govern, provided the employee chosen has capabilities substantially equal to other employees eligible for any seeking the job.

Section 24.2 Where more than one (1) employee applies for a vacancy, and other qualifications are substantially equal, seniority shall govern.

Section 24.3 When an employee transfers to a different job title, the employee shall be placed on the appropriate progression step appropriate to the employee's net credited service.

Section 24.4 If the transfer is to a new position created by the Company, the employee shall be moved across from the employee's then current progression step to the same step of the schedule applicable to the new assignment.

Section 24.5 The Company agrees to notify the Union promptly in writing of any new job title which might properly be brought within the scope of this Agreement. Such notification shall state the job or classification, a job description of the duties for such job title or classification and the initial wage rates and schedule proposed by the Company.

Section 24.6 The rate of pay set for the new job title shall be subject to bargaining at the request of the Union if such a request is made within thirty (30) days of the notification of the establishment of the new title.

Section 24.7 It is agreed that the job duties of the job classifications listed in this Agreement will not be transferred from the bargaining unit and job classifications left unoccupied by reason of such transfer unless such transfer is mutually agreed to by the Company and the Union.

ARTICLE 25
PAYROLL DEDUCTION OF DUES AND COPE

Section 25.1 The Company shall, for the duration of this Agreement, for any employee who voluntarily submits an individually authorized card, deduct from their earnings due at the end of the second payroll period of each month of the Union dues specified in such authorization card (See Attachment #1). The amount of Union dues specified in such authorization shall be forwarded to the Secretary-Treasurer of Communications Workers of America on or before the 5th day of the following month.

Section 25.2 The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues and initiation fees from any employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

Section 25.3 The Union agrees that membership in the Union will be on a voluntary basis on the part of each employee.

Section 25.4 The Union agrees that there shall be no solicitation of members or collection of dues, initiation fees, fines or special assessments, or engaging in other Union activities upon the Company premises during working hours, except where such activities do not interfere with any employee's work.

Section 25.5 The Company reserves the right at all times and without notice to refuse to honor check off assignments if necessary to protect itself against wage assignments, garnishments, indebtedness to the Company, or liens created by an employee which, in the judgment of the Company, are or may be prior to or superior to any check off assignment.

Section 25.6 The Company will, if furnished a written individual payroll deduction authorization form voluntarily executed by an employee covered under the terms of this Agreement, deduct from the wages of such employee in the amount so indicated on the form, which then will be paid to the Union for the purpose of funding the CWA COPE Program.

ARTICLE 26 PERSONNEL RECORDS

Section 26.1 Definition Personnel records are those files maintained by the Company, normally by an employee's manager, that pertain to the employee's work performance, background, employment history and other personnel information.

Section 26.2 Access to Personnel File An employee may review his or her personnel file on at least an annual basis or as specified by law, with the review being conducted in the presence of the employee's manager. An employee will be provided a copy of his or her personnel file upon request not more often than once in twelve (12) consecutive months, or as specified by law.

ARTICLE 27 DURATION AND TERM OF AGREEMENT

Section 27.1 This Agreement shall become effective October 1, 2023, and shall remain in effect up to and including September 30, 2026, and thereafter unless terminated by either party at the end of the initial period, or at any time thereafter, by notice, in writing to the other party given sixty (60) days prior to the suggested termination date.

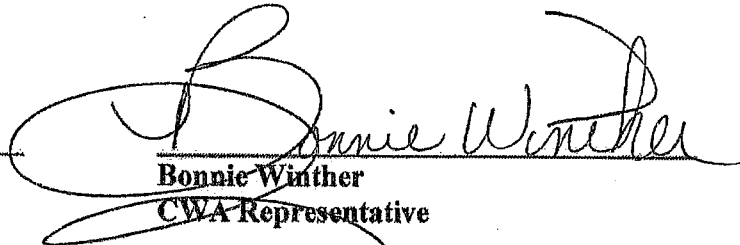
Section 27.2 IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 1st day of October, 2023.

MIDSTATE COMMUNICATIONS

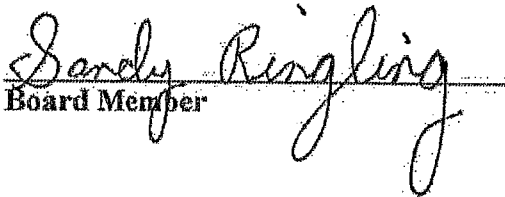
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC



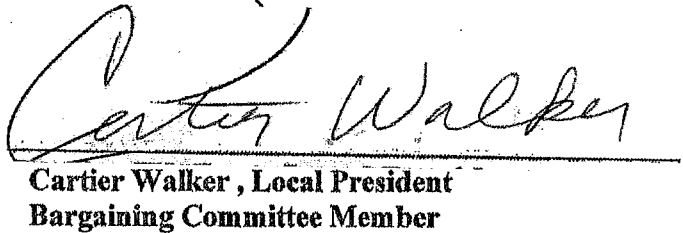
President



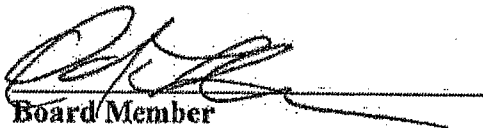
Bonnie Winther
CWA Representative



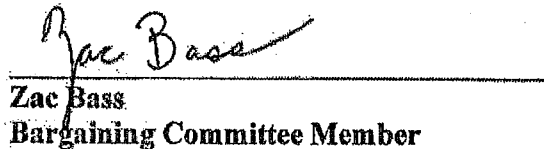
Sandy Ringling
Board Member



Cartier Walker, Local President
Bargaining Committee Member



Board Member



Zac Bass
Bargaining Committee Member



Cheri Eimers
Bargaining Committee Member

Attachment #1
REQUEST FOR PAYROLL DEDUCTION OF UNION DUES



Social Security Number	First name	M.I.	Last Name
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7500

Work Location—City or Town	Local Number
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Until cancelled by written notice from me or the Secretary Treasurer of the Communications Workers of America, I hereby authorize MIDSTATE COMMUNICATIONS to deduct each month from my salary or wages, sickness or accident disability payments, vacation payments, except half pay disability payments, the amount equal to two and one-quarter (2-1/4) regular hours wages as Union dues as certified to the Company by the Secretary-Treasurer of the Communications Workers of America. This authorization is voluntarily made and is neither conditioned on my present or future membership of the Union, nor is it to be considered as quid pro quo for members. Each amount deducted shall be remitted by the Company to the Secretary-Treasurer of the Communications Workers of America or their duly authorized agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period. The address of the Secretary-Treasurer of Communications Workers of America is: 501 3rd Street NW, Washington, DC 20001.

Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Signature of Employee	Date
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Home Address

City	State	Zip
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SCHEDULE A

A.01 Management may determine the proper starting wage for a new employee at any step of the current wage schedule, determination to be based upon employee's previous experience and training.

A.02 Effective with date of this Agreement, employees shall be paid in accordance with the following classification and wage schedule:

A.03 A lead shall be paid \$1.00 per hour above the posted schedule for that classification.

A.04 For employees hired after January 1, 2015, step increases will take place for employees each year on his/her anniversary date.

CENTRAL OFFICE TECHNICIAN

STEPS	EFFECTIVE 10-1-2023	EFFECTIVE 10-1-2024	EFFECTIVE 10-1-2025
Start	27.67	28.77	29.64
7	29.24	30.41	31.32
13	30.81	32.04	33.00
19	32.33	33.62	34.63
25	33.88	35.24	36.30
31	35.43	36.84	37.95
38	37.00	38.48	39.64
43	38.52	40.07	41.27
49	40.10	41.70	42.95
55	41.65	43.32	44.62
61	43.18	44.90	46.25

CONSTRUCTION COORDINATOR

STEPS	EFFECTIVE 10-1-2023	EFFECTIVE 10-1-2024	EFFECTIVE 10-1-2025
Start	26.51	27.57	28.40
7	28.09	29.21	30.09
13	29.65	30.84	31.76
19	31.17	32.42	33.39
25	32.73	34.04	35.06
31	34.27	35.64	36.71
38	35.85	37.28	38.40
43	37.37	38.86	40.03
49	38.94	40.50	41.72
55	40.50	42.12	43.38
61	42.02	43.70	45.01

TELECOMMUNICATIONS TECHNICIAN

STEPS	EFFECTIVE 10-1-2023	EFFECTIVE 10-1-2024	EFFECTIVE 10-1-2025
Start	26.20	27.25	28.06
7	27.74	28.85	29.72
13	29.24	30.41	31.32
19	30.79	32.02	32.98
25	32.34	33.63	34.64
31	33.84	35.20	36.25
38	35.37	36.79	37.89
43	36.91	38.38	39.54
49	38.43	39.97	41.17
55	39.95	41.55	42.80
61	41.50	43.16	44.45

LAN TECHNICIAN

STEPS	EFFECTIVE 10-1-2023	EFFECTIVE 10-1-2024	EFFECTIVE 10-1-2025
Start	26.20	27.25	28.06
7	27.74	28.85	29.72
13	29.24	30.41	31.32
19	30.79	32.02	32.98
25	32.34	33.63	34.64
31	33.84	35.20	36.25
38	35.37	36.79	37.89
43	36.91	38.38	39.54
49	38.43	39.97	41.17
55	39.95	41.55	42.80
61	41.50	43.16	44.45

BOOKKEEPER

STEPS	EFFECTIVE 10-1-2023	EFFECTIVE 10-1-2024	EFFECTIVE 10-1-2025
Start	21.27	22.12	22.79
7	22.48	23.38	24.08
13	23.66	24.60	25.34
19	24.84	25.84	26.61
25	26.03	27.07	27.88
31	27.25	28.34	29.19
38	28.43	29.57	30.46
43	29.65	30.84	31.76
49	30.83	32.06	33.02
55	32.03	33.31	34.31
61	33.23	34.56	35.60

DISPATCHER/PROVISIONING TECHNICIAN

STEPS	EFFECTIVE 10-1-2023	EFFECTIVE 10-1-2024	EFFECTIVE 10-1-2025
Start	22.58	23.48	24.18
7	23.99	24.95	25.70
13	25.41	26.43	27.22
19	26.76	27.84	28.67
25	28.13	29.25	30.13
31	29.54	30.72	31.64
38	30.88	32.12	33.08
43	32.27	33.56	34.56
49	33.63	34.98	36.03
55	35.02	36.42	37.51
61	36.39	37.85	38.98

BILLING CLERK

STEPS	EFFECTIVE 10-1-2023	EFFECTIVE 10-1-2024	EFFECTIVE 10-1-2025
Start	22.65	23.55	24.26
7	23.94	24.90	25.64
13	25.21	26.22	27.01
19	26.50	27.56	28.39
25	27.80	28.92	29.78
31	29.10	30.26	31.17
38	30.38	31.59	32.54
43	31.68	32.95	33.93
49	32.95	34.27	35.29
55	34.26	35.63	36.70
61	35.54	36.96	38.07

CUSTOMER SERVICE REPRESENTATIVE

STEPS	EFFECTIVE 10-1-2023	EFFECTIVE 10-1-2024	EFFECTIVE 10-1-2025
Start	19.48	20.26	20.86
7	20.54	21.36	22.00
13	21.64	22.51	23.18
19	22.72	23.63	24.34
25	23.79	24.74	25.49
31	24.85	25.85	26.62
38	25.95	26.98	27.79
43	27.02	28.10	28.94
49	28.10	29.22	30.10
55	29.18	30.35	31.26
61	30.26	31.47	32.42

INTERNET TELEPHONE SUPPORT SPECIALIST

STEPS	EFFECTIVE 10-1-2023	EFFECTIVE 10-1-2024	EFFECTIVE 10- 1-2025
Start	21.18	22.03	22.69
7	22.24	23.13	23.82
13	23.32	24.25	24.98
19	24.43	25.41	26.17
25	25.49	26.51	27.31
31	26.55	27.62	28.45
38	27.64	28.74	29.60
43	28.56	29.70	30.59
49	29.80	30.99	31.92
55	30.88	32.12	33.08
61	31.97	33.25	34.25

**CUSTOMER SERVICE REPRESENTATIVE/
TIER 1 INTERNET SUPPORT**

STEPS	EFFECTIVE 10-1-2023	EFFECTIVE 10-1-2024	EFFECTIVE 10- 1-2025
Start	19.66	20.44	21.06
7	20.74	21.57	22.21
13	21.80	22.67	23.35
19	22.92	23.84	24.55
25	23.98	24.94	25.69
31	25.03	26.03	26.81
38	26.11	27.16	27.97
43	27.06	28.14	28.99
49	28.28	29.41	30.29
55	29.37	30.54	31.46
61	30.45	31.67	32.62

ADMINISTRATIVE ASSISTANT

STEPS	EFFECTIVE 10-1-2023	EFFECTIVE 10-1-2024	EFFECTIVE 10- 1-2025
Start	21.28	22.13	22.80
7	22.35	23.25	23.95
13	23.44	24.37	25.10
19	24.54	25.52	26.29
25	25.62	26.64	27.44
31	26.67	27.74	28.57
38	27.75	28.86	29.73
43	28.82	29.98	30.87
49	29.90	31.10	32.03
55	31.01	32.25	33.21
61	32.09	33.37	34.37

Marketing/Member Relations Specialist

STEPS	EFFECTIVE 10-1-2023	EFFECTIVE 10-1-2024	EFFECTIVE 10-1-2025
Start	21.39	22.25	22.92
7	22.46	23.36	24.06
13	23.54	24.48	25.21
19	24.64	25.63	26.40
25	25.73	26.76	27.56
31	26.78	27.85	28.69
38	27.86	28.97	29.84
43	28.93	30.09	30.99
49	30.01	31.21	32.15
55	31.11	32.35	33.32
61	32.19	33.48	34.48