

# **A G R E E M E N T**

**BETWEEN**

**COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO, CLC**



**AND**

**ATV Holdings LLC d/b/a  
MITCHELL TELECOM**

Effective Dates: September 1, 2018 through August 31, 2021



# TABLE OF CONTENTS

ARTICLE 1 RECOGNITION.....	3
ARTICLE 2 RESPECT.....	3
ARTICLE 3 NON-DISCRIMINATION.....	4
ARTICLE 4 PROBATIONARY PERIOD.....	4
ARTICLE 5 HOURS OF WORK.....	4
ARTICLE 6 OVERTIME.....	5
ARTICLE 7 OFF HOUR CONDITIONS.....	5
ARTICLE 8 SENIORITY.....	6
ARTICLE 9 PROMOTIONS AND TRANSFERS.....	6
ARTICLE 10 LAYOFF.....	7
ARTICLE 11 LEAVE OF ABSENCE.....	8
ARTICLE 12 SICK LEAVE.....	9
ARTICLE 13 HOLIDAYS.....	10
ARTICLE 14 ENTITLEMENT TIME.....	10
ARTICLE 15 HEALTH AND WELFARE.....	11
ARTICLE 16 RETIREMENT AND SAVINGS.....	12
ARTICLE 17 WORK RULES.....	12
ARTICLE 18 UNION ACTIVITIES.....	13
ARTICLE 19 BULLETIN BOARDS.....	13
ARTICLE 20 GRIEVANCE PROCEDURE AND ARBITRATION.....	14
ARTICLE 21 STRIKE AND LOCKOUT.....	14
ARTICLE 22 MANAGEMENT PREROGATIVES.....	15
ARTICLE 23 JURY DUTY.....	15
ARTICLE 24 COMPLIANCE WITH THE LAW.....	16
ARTICLE 25 DISCHARGE.....	16
ARTICLE 26 COMPLETE AGREEMENT.....	16
ARTICLE 27 SAFETY AND CLOTHING.....	17
ARTICLE 28 DUES, CHECK-OFF AND WITHHOLDING.....	17
ARTICLE 29 COVERAGE.....	18
ARTICLE 30 TELEPHONE CONCESSION.....	18
ARTICLE 31 DURATION.....	19
SCHEDULE A WAGES.....	20-21

## **ARTICLE 1 RECOGNITION**

**1.1** ATV Holdings, LLC, (hereinafter referred to as the “Employer” or “Company”) recognizes the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC (hereinafter referred to as “Union”) as the sole and exclusive bargaining agent regarding wages, hours and working conditions for all full-time employees, part-time employees, and temporary employees, excluding all managerial employees, professional employees, guards and supervisors, and all other employees of the Company. This unit of recognition for the purpose of the Agreement is defined as all Installation and Repair technicians, all Network Technicians, all Dispatch and Operation Representatives, all provisioning personnel, Customer Service Representatives and all clerical employees as certified by the NLRB in Case No. 18-RC-17557. The term employee as defined by this Agreement shall be a bargaining unit employee as referred to and covered by the Certification of Recognition. Temporary employees are employees who work a year or less. Temporary employees will have benefits prescribed by law plus a prorating of holiday time only.

**1.2** There is attached hereto and made a part hereof Schedule “A” that lists the unit titles and rates of pay for each position covered by this Agreement.

**1.3** The Company recognizes the right of the Union to designate one (1) steward and one (1) alternate under the terms of this Agreement. The steward, as a representative of the Union, shall be instructed as to the nature of his/her responsibilities in the following areas: representing the employees to the Company, interpreting the provisions of this Agreement to the employees. The steward shall be available to any unit employee to assist in the handling of a grievance and shall be available to management to aid in securing compliance with the terms of this Agreement. There shall be no discrimination by the Company against the steward because of his/her faithful performance of duties as steward. The Union shall furnish a written list to the Company of steward and/or alternate steward. It is understood that any member of the bargaining unit will be granted the right to Union representation in any meeting that is investigatory, in any meeting where possible discipline is being discussed or in any other meeting affecting that employee’s work conditions.

## **ARTICLE 2 RESPECT**

**2.1** The Company and the Union recognize that it is in the best interest of both parties that all dealings between them continue to be characterized by mutual responsibility and respect. To insure this relationship continues and improves, the Company, the Union and their respective representatives will apply the terms of this contract fairly, in accordance with its intent and meaning, and consistent with the Union’s status as exclusive bargaining representative of all employees in the unit.

## **ARTICLE 3 NON-DISCRIMINATION**

**3.1** The Company will not interfere with, restrain, or coerce the employees covered by this Agreement because of membership in or activities on behalf of the Union. The Company will not discriminate in respect to: hiring, tenure of employment, or any term or condition of employment against any employee covered by this Agreement, nor will it discourage or attempt to encourage membership in another Union. Neither the Union nor any of its members will coerce, threaten, embarrass, or discriminate against any employee of the Company who is not a member. Neither the Company nor the Union will engage in any discriminatory practices contrary to any existing federal law or regulation or any amendment of the same. Neither the Company nor the Union will discriminate against any employee or prospective employee because of race, color, national origin, sex, creed, sexual orientation, or age. Whenever in this Agreement the masculine gender is used, it shall be intended to cover and include the feminine gender.

## **ARTICLE 4 PROBATIONARY PERIOD**

**4.1** A probationary period of ninety (90) days shall be served by each newly hired regular full-time employee. During this period of time, the employee's aptitude, attitude, and general fitness shall be determined. During this period of time, the probationary employee may be dismissed. The right to determine employee qualifications will be vested solely with the Company.

**4.2** Probationary employees shall not be entitled to benefits provided under this agreement with the exception of Health & Welfare (Article 15), Bereavement Leave (Article 11.2) and as required by law. Employees completing their probationary period satisfactorily shall have their starting date retroactively applied for the purpose of earning vacation and other benefits that are determined by length of service, excluding all medical, dental and vision which will start at the soonest window available once the employee has completed thirty (30) days of their probationary period.

## **ARTICLE 5 HOURS OF WORK**

**5.1** The normal regular workweek shall be Monday through Friday. The normal regular work schedule shall be five (5) consecutive eight (8) hour days starting at 7:00 a.m. and concluding at 7:00 p.m., with a one (1) hour lunch break. In addition, the employee shall be allowed a fifteen (15) minute break both in the morning and afternoon. The Company may alter lunch breaks, may alter or change shifts, or create overlapping shifts due to schedule requirements, needs of the business, or construction or maintenance requirements. Seniority will be used when offering employee choice of shift options.

**5.2** Employee's work records shall be recorded on time sheets. Any employee required to work outside their normal work shift shall indicate on time sheets the actual number of hours spent on such emergency work.

**5.3** Pay days will be every other Friday following pay close. Employees shall be paid in advance only with the consent of the Company.

**5.4** Employees shall normally be scheduled for a forty (40) hour workweek.

## **ARTICLE 6 OVERTIME**

**6.1** During the term of this Agreement, overtime will be paid to all employees at the rate of time and one-half (1/2) hours worked in excess of eight (8) hours per day and/or forty (40) hours per week.

**6.2** When overtime is to be performed, the work shall be made available as equitably as possible among employees who are regularly engaged in such work and are qualified to perform such work. A record of overtime worked by each employee shall be kept by the Company and available to the steward upon request.

## **ARTICLE 7 OFF HOUR CONDITIONS**

**7.1** Installation Repair Technicians shall be within thirty (30) minutes of Mitchell and responsive to company issued cellphones at all times while on standby duty. Network Technicians and Dispatch and Operations Representatives shall have company issued cellphone access at all times and be within one-half (1/2) hour of reliable Internet access while on standby duty. For such assignment the employee will receive a minimum of one (1) hour of overtime pay, on a daily basis.

**7.2** If an employee is called out after hours, they will receive a minimum of thirty (30) minutes pay at the overtime rate.

**7.3** For the purposes of this Agreement, the Company will pay the actual expenses of lodging, travel, and meals per the following schedule when employees are engaged in work for the Company outside of the service area. The schedule for meals when out of territory shall be per IRS per diem rates, and paid only if expended by the employee. When attending schools or seminars, the hours that employees will be paid shall be the actual time spent, including travel time. The supervisor, or his/her designee, shall make the final determination when meals are to be purchased by employees under these conditions. If an employee is required to use his/her personal vehicle, he/she will be reimbursed at the rate of the IRS allowable per mile. Employees within the service area who provide their own meal at noon under paid meal conditions (bring their own sack lunch or eat at a café outside of their home exchange), shall be reimbursed at the rate of nine dollars and twenty-five cents (\$9.25).

**7.4** For the purpose of this Agreement, when working conditions require that work be carried on for a period of two (2) hours beyond the regular workday, an evening meal will be provided. A meal shall also be provided for each additional four (4) hours worked thereafter. An employee taking a lunch and/or meal break will be given up to one (1) hour for the meal without pay. Instead of a meal, employees may complete their work assignment and receive an additional one-half (1/2) hour of pay at the appropriate rate.

**7.5** For the purpose of this Agreement, if an employee has been required to work sixteen (16) hours or more without interruption, the Company may require, or the employee may take, a sleep break of not less than six (6) hours before returning to his/her regular duties. For computation of overtime, the work requirement of forty (40) hours shall continue.

## **ARTICLE 8 SENIORITY**

**8.1** For the purpose of this Agreement, seniority shall accrue from the first day of employment, provided that the employee shall have completed his probationary period. The seniority date for each employee shall be his/her date of employment.

**8.2** Seniority shall, unless otherwise provided in this Agreement, govern in the case of choice of vacation, layoff or promotion. However, in the case of promotion, the employee must have the proper aptitude and requisite qualifications for seniority to prevail.

**8.3** Seniority shall terminate upon the following circumstances and conditions: After twelve (12) months of a contractual layoff, voluntary termination, retirement, failure to return after a leave of absence, discharge for cause, after eighteen (18) months of non-occupational disability and inability to be certified capable to return to work at their former position, or after thirty-six (36) months occupational disability and inability to obtain a medical certification of ability to return to work at their former position. The Company may, with the agreement of the Union, bridge seniority for employees who ultimately are able to return to work, but whose seniority was interrupted and remained interrupted for a longer period than provided in this section because of layoff, non-occupational disability, or occupational disability.

**8.4** The Company agrees to furnish the Local Union Steward a list of the employees within the unit showing the names of all employees in order of their seniority ranking within thirty (30) days after the effective dates of this contract, and a revised list annually thereafter. Protests of errors or omissions from seniority rosters must be made to the Company within thirty (30) days from the date of the furnishing of lists, or the lists shall be deemed correct for all purposes.

**8.5** Where two (2) or more employees have the same net credited seniority, seniority between them shall be determined by the last digit of the individual's Social Security number, with nine (9) being high and zero (0) being low. Should the last number for both employees be the same, then the second to the last number will be used and so on until the tie is broken.

**8.6** When an employee is on any leave of absence granted by the Company, his/her service will be considered as continuous.

## **ARTICLE 9 PROMOTIONS AND TRANSFERS**

**9.1** Whenever the Company has a vacancy, a new position, or other opening, it will post the information on the bulletin board for fourteen (14) calendar days. The Company will then fill the posting, provided no employee is legitimately off the job during the posting period. An employee who is legitimately off the job shall be entitled to consideration for the vacancy upon return to work.

**9.2** Vacancies, new positions, or openings will be filled on the basis of skills and ability as determined by the company. If the skills and abilities of two or more employees are equal, seniority will prevail. If a senior employee is denied the position, he/she will be notified in writing as to the reason for such denial within fourteen (14) calendar days from the date of denial. This is subject to grievance procedures.

**9.3** The successful candidate for promotion will be given up to sixty (60) calendar days training and trial on the new position. In order to hold his former job rights, an employee must elect to return to his/her former position within sixty (60) calendar days from the date he/she commences the new position. In order to hold former job rights, the employee must ask the Company to accept or reject him/her in the same sixty (60) calendar day period. The Company shall accept or reject an employee within the sixty (60) calendar day period from the date of commencement on the new position. If accepted, the employee will be placed on the pay-rate schedule for the new position by finding a comparable pay-rate schedule for the new position that is closest to the same pay but not lower, and then going up one step to the next higher rate of pay for such position. If the employee is involuntarily rejected, he/she shall return to his former position and rate of pay.

**9.4** In the event of any dispute or disagreement as to an employee's satisfactory progress or being adequately trained and competent to perform the job, an employee may request that a determination be made by the Company. All training shall be offered to all employees in the applicable job title in an equitable manner. However, the grievance procedure may be utilized by the employee if he/she believes he/she has been unfairly evaluated.

**9.5** In the event that the Company determines the necessity to create a new position within the unit, the Company shall meet with the Union representative for the purpose of establishing the job title and rates of pay for the new position.

## **ARTICLE 10 LAYOFF**

**10.1** In the event that the Company determines that it is necessary to decrease the work force and provide for a layoff, the Company will identify the job titles affected and the following procedures shall be adopted:

**10.1.1** Concurrent with a layoff notice, the Company will provide to the Union an accurate and complete list of all vendors performing bargained-for work. The Company and the Union will immediately discuss ways to minimize the effects and mitigate the layoff. Cable and Fiber locates shall be returned to the bargaining unit if determined economically feasible by the Company.

**10.1.2** The Company shall give written notice in advance of any layoff, which in no event shall be less than forty-five (45) calendar days before the layoff.

**10.1.3** The Company will seek volunteers within the affected job titles.

**10.1.4** If there are no volunteers, lay off in order of inverse seniority.

**10.2** Employees on layoff shall continue to be considered employees of the Company during the period of the layoff, and shall accumulate seniority during such layoff, but no other benefits. Employees will be terminated twelve (12) months after the date of the layoff and removed from the personnel list of the Company provided they are not recalled in that timeframe.



**10.3** Whenever the Company determines that the work force may be increased, it shall recall in inverse order of its layoff and shall give notice in writing by certified mail, return receipt requested, as to when such employees are expected to return to work, which in no event will be less than ten (10) working days. In the event that an employee does not return to work, then the position of that employee may be filled by the next person on the recall list. Any failure to respond to the Company's recall within ten (10) working days after the written notice has been sent to the last known address will result in loss of employment unless the employee can establish that at the time of the receipt of the recall notice he/she was unable to report to work because of medical reasons that can be supported by a doctor's statement.

**10.4** When an employee is terminated permanently, other than for violation of work rules and/or just cause, he/she shall be given twenty (20) calendar days' notice and receive five (5) weeks termination pay.

## **ARTICLE 11 LEAVE OF ABSENCE**

**11.1** Leaves of absence will not be granted except as mutually agreed to by both parties. Leaves of absence, if granted, will be without pay except as hereinafter provided. No leave of absence will be granted under any circumstances in excess of six (6) months, except by mutual agreement.

### **BEREAVMENT LEAVE**

**11.2** An employee who suffers the death of a parent, step-parent, spouse, significant other, child, step-child, mother-in-law, father-in-law, brother or sister shall be entitled to up to three (3) days leave of absence, if needed, at straight time pay for the purpose of attending the funeral. In addition, an employee will be granted leave with pay to attend a funeral of an employee or spouse's blood relative (first cousin or closer). Any employee requested to serve as a pallbearer for a friend or relative shall be paid the necessary time to perform the service at his/her regular rate of pay. Management may approve additional time off if requested by the employee. This time shall be consecutive with the three (3) days allowed above. The additional time shall be subtracted from vacation or sick leave whichever the employee requests.

### **MILITARY LEAVE**

**11.3** The Company agrees that it will abide by all federal and state laws governing military leave of absence. Notice of call to military service or National Guard camp shall be given at least thirty (30) days in advance to the Company provided the employee is given the necessary notice by the appropriate branch of service.

**11.4** Leave of absence for the purpose of disability will be for the period of time that the employee is able to obtain a doctor's certificate.

**11.5** Union leaves of absence may be taken without pay. Two (2) members of the bargaining unit may be gone on Union leave of absence at any one time for contract negotiation and a one (1) day stewards training. At no time will the two (2) stewards come from the same workgroup.

**11.6** Leaves of absence for search and rescue voluntary firefighters, ambulance duties, and civil defense duties shall be granted upon the approval of management. It would be at management discretion if paid time would be allowed.

## **ARTICLE 12 SICK LEAVE**

**12.1** Any employee contracting or incurring non-service connected sickness or disability that renders such employee unable to perform the duties of employment on any day that he/she normally would receive pay shall receive sick leave with pay as provided by this Article. An employee shall notify the Company before his/her scheduled starting time if he/she is unable to report to work because of illness or disability.

**12.2** Employees shall accumulate sick leave at the rate of eight (8) hours per month. No employee shall be entitled to any sick leave time until he/she has been employed by the Company for ninety (90) days. Employees completing a successful probationary period shall be entitled to all earned sick leave from the date of hire. No sick leave shall be taken by any employee in advance of actually earning sick leave.

**12.3** Any employee who is off the job because of an on-the-job injury shall, at his/her option, be entitled to use his/her accumulated sick leave to supplement his/her wages up to his/her normal wage rate.

**12.4** Sick leave shall be granted to employees when they are incapacitated and cannot perform their duties due to sickness, injury, or confinement. For medical, dental, optical examinations and/or treatment, sick leave will only be allowed for the time required for the examination and/or treatment and travel.

**12.5** An employee may use, in a one (1) year period, up to ninety-six (96) hours of sick leave because of serious illness of a spouse, significant other, parent, or child; or to take that person to an appointment with a doctor. Employees may use up to five (5) days sick leave when their spouse returns home following delivery and termination of pregnancy. Employees who are off because of the maternity situation are not required to obtain a certificate.

**12.6** Sick leave shall be used for sick leave only, and misrepresentation of illness or disability shall result in appropriate disciplinary action. An employee who is convalescing from an illness or injury who cannot perform his/her normal duties shall contact the Company for the purpose of possible assignment to light duty, if certified by the Employee's physician. Failure to contact the Company shall likewise subject the employee to disciplinary action.

**12.7** Irrespective of the number of accrued sick leave hours, in the event of the death of an employee, any unused sick leave hours will be paid to the employee's designated beneficiary.

## **ARTICLE 13 HOLIDAYS**

**13.1** Employees who have been employed for ninety (90) days or more immediately preceding a holiday will be granted paid holidays (eight (8) hours of regular pay) and shall be paid two (2) times for all hours worked on any holiday in addition to the holiday pay. The holidays are as follows: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Eve afternoon, Christmas Day, and one (1) floating holiday to be taken at the employee's discretion.

**13.2** If a holiday falls on Saturday, then the preceding Friday will be celebrated as a holiday, and if the holiday falls on Sunday, the following Monday shall be celebrated as the holiday.

**13.3** In the event that holidays fall on a consecutive Friday and Saturday, Saturday and Sunday, or on a Sunday and Monday, the Employee will receive an additional four (4) hours of floating holiday time to be taken at the Employee's discretion.

## **ARTICLE 14 ENTITLEMENT TIME**

**14.1** Employees shall be granted an annual paid vacation for the period specified below, based on the following service requirements:

**14.1.1** No vacation with pay shall be granted to an hourly paid, regular employee unless he/she has completed ninety (90) days of continuous employment with the Company. However, the amount of vacation accrued by an employee is calculated from the employee's date of employment.

**14.1.2** Annual leave for regular employees will be earned and accumulated as follows:

- a. A regular employee shall earn annual leave at the rate of eight (8) hours per month based upon a forty (40) hour work week, for each of the first five (5) years of employment.
- b. Upon completion of five (5) years of continuous employment, a regular employee shall earn annual leave at the rate of eleven point thirty-three (11.33) hours per month (seventeen (17) days per year), based on a forty (40) hour work week.
- c. Upon the completion of ten (10) years of continuous employment, a regular employee shall earn annual leave at the rate of fourteen point sixty-six (14.66) hours per month (twenty-two (22) days per year) based upon a forty (40) hour work week.

**14.2** No more than sixty (60) hours of vacation may be carried over to a new calendar year.

**14.3** All vacation may be taken in increments of not less than one (1) hour.

**14.4** Temporary employees do not receive vacation credits except those who are reclassified to a permanent status without a break in service. Such employees will be credited with vacation leave accrued at the rate of a regular employee for the period of the temporary service.

**14.5** If an employee has used all his/her sick leave benefits, that employee may use vacation time as additional sick leave credit.

**14.6** If an employee retires, resigns, or is dismissed through no fault of his/her own, then that employee will be paid the accumulated vacation time for which he/she has earned but not taken. In the event an employee is discharged, for violation of the work rules referenced in Article 17, he/she shall not receive accrued vacation benefits.

**14.7** In the event a holiday falls within the employee's vacation period, the holiday will not be charged against the employee's vacation time.

**14.8** During the term of the Agreement, an employee who is entitled to vacation benefits shall also be entitled to one (1) additional personal leave day which shall be taken during the calendar year, shall be scheduled in advance with management, with the understanding that no more than one (1) employee within the unit shall be on personal leave at any one time, and with the understanding that personal leave shall be taken in no less than one (1) hour increments.

**14.9** Vacation scheduled for one (1) day or less, at a time, will be scheduled at least one (1) day in advance. All other vacation will be scheduled not less than one (1) week in advance.

## **ARTICLE 15 HEALTH AND WELFARE**

**15.1** For the purpose of this Agreement, it is agreed that the Company shall carry for all unit employees the "A" Plan healthcare and welfare program as is in existence at the time of the execution of this Agreement. The Company will pay eighty percent (80%) of the premium and the employee paying twenty percent (20%) of the premium. It is agreed between the parties, as has been the practice that for the term of this contract, the employee's deductible amounts under the health plan will be as follows:

Employees will pay an annual deductible of one thousand dollars (\$1,000) for single coverage or two thousand dollars (\$2,000) for two (2) or three plus (3+) coverage.

If the employee so chooses to participate, the Company will reimburse the employee for part of the annual deductible based on plan selected.

For the A plan, the employee will be reimbursed for an amount over three hundred dollars (\$300) deductible for single or six hundred dollars (\$600) deductible for family.

The difference will be paid back by the Company to the employee to produce a favorable premium. Participation can be achieved by employee providing a copy of Explanation of Benefit (EOB) claim form to the Company for such reimbursement. However, during the term of this Agreement, the

Company is notified of a premium increase, it shall give notice to the Local 7500 of CWA and to the Union Steward.

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

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

**15.4** The Company will not provide health insurance for temporary employees.

## **ARTICLE 16 RETIREMENT AND SAVINGS**

**16.1** The Company shall maintain an account in the NTCA Savings Plan for each employee that chooses to participate. The Company shall match dollar for dollar up to five percent (5%) of each participating employee's salary. Such contributions will be based on W2+ wages as defined by the NTCA Adoption Agreement.

## **ARTICLE 17 WORK RULES**

**17.1** Violation of the following rules will be considered just cause for discipline. Depending upon the seriousness of the violations, the employee will be given disciplinary layoff or be discharged. The statement of these rules and appropriate discipline does not limit the right of the Company to discipline or discharge employees for violation of other commonly accepted rules of conduct not specifically listed. Those rules are as follows:

**17.1.1** Dishonesty.

**17.1.2** Being under the influence of alcoholic beverages or habit forming illegal drugs while on Company business.

**17.1.3** Damage or destruction of the property of the Company or other employees due to careless or willful acts.

**17.1.4** Unauthorized removal or use of property belonging to the Company, its tenant, customer, or any other employee.

**17.1.5** Insubordination - refusal to obey a reasonable order.

**17.1.6** Intentional neglect of duty.

**17.1.7** Negligence in observing safety regulations as prescribed by the Board of Directors of the Company. Failure to comply with Company safety rules and regulations and failure to comply with OSHA regulations or other local, state, or federal safety regulations as may hereafter be promulgated.

**17.1.8** Unjustified absence or tardiness that is avoidable. If an employee is to be late or absent, he/she is to call prior to his/her scheduled start time to notify the supervisor if reasonably possible.

**17.1.9** Fighting, gambling or using profane, obscene or abusive language on Company premises or while on Company business.

**17.1.10** All employees may review his or her personnel file on at least an annual basis, or as specified by law. Furthermore, an employee will be provided a copy of his or her personnel files upon request but not more than once in twelve (12) consecutive months or as specified by law.

## **ARTICLE 18 UNION ACTIVITIES**

**18.1** All employees, together with Union officers and representatives, shall not conduct any Union activity or Union business during working hours except as specifically authorized by the provisions of this Agreement. Each employee is expected to perform full-time work except when specifically authorized by the provisions of this Agreement.

**18.2** The authorized representatives of the Union shall be free to visit appropriate work areas affected by this Agreement, at all reasonable hours and shall be permitted to carry on their duties. The authorized representatives of the Union will first notify the supervisor and there will be no interference with the conduct of the operations in the unit.

**18.3** All stewards referred to in this Agreement shall be regular employees of the Company.

**18.4** The steward shall report to his/her immediate supervisor or his/her designee for the purpose of obtaining permission to leave his/her work to perform the duties of steward and shall report back to his/her supervisor upon returning to his/her work assignment unless the prior consent of the steward's supervisor has been secured.

**18.5** When it is necessary for a steward to enter a work area other than his/her own for the purpose of conducting Union business authorized by this Agreement, he/she shall notify the supervisor of the area of his/her presence and of the nature and purpose of his/her business.

## **ARTICLE 19 BULLETIN BOARDS**

**19.1** The Union shall have the right to post Union notices on the bulletin board in the room used by unit personnel. Only Union notices may be posted on the Union bulletin board.

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

**20.1** All grievances, questions, or disputes as to the interpretation or performance of the terms of this Agreement shall be presented by the Union within thirty (30) calendar days of the Union receiving notice of the event. The grievance(s) shall first be taken up between the immediate supervisor and the Union Steward.

In the event that no satisfactory settlement of the issue is reached, such grievance, question, or dispute shall be reduced to writing by the representative of the Union within fifteen (15) working days of the initial discussions and appealed to the General Manager of the Company.

**20.2** A mutually agreed upon time and place shall be established between the General Manager and the Union Representative for the purpose of discussing the grievance within ten (10) working days from the date of filing the written grievance. A disposition will be rendered in writing by the General Manager within seven (7) working days following the grievance meeting.

**20.3** Any grievance not adjusted satisfactorily in Article 20.1 and Article 20.2 shall, upon written request of either party, be referred for determination to an arbitrator selected by agreement of the parties. Written notice of intent to arbitrate shall be filed by one party to the other within fifteen (15) days following the date a disposition is rendered by the Company under Article 20.2. Failure by the moving party to submit the matter to arbitration will result in the grievance(s) being dismissed, subject to the provisions of 20.6.

**20.4** The parties shall request a list of potential arbitrators from a panel to be secured from the Federal Mediation and Conciliation Service, and either party may request such a list.

**20.5** Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and expenses of the arbitrator, together with other expenses mutually agreed upon in advance, shall be borne equally by the parties.

**20.6** The decision of the arbitrator shall be final and binding upon both parties. Time limits provided above may be extended or waived by written agreement of the parties.

## **ARTICLE 21**

### **STRIKE AND LOCKOUT**

**21.1** During the term of this Agreement, the Union will not cause, authorize, promote, or encourage its members to participate in any sit down, stay in, slow down, sympathetic or general strike, or any curtailment of work or restriction of production, or interference of production of the Company, except for the Company's failure to comply with the decision as rendered by an arbitrator. The Company reserves the right to discipline or discharge any employee taking part in any violation of this Section of the Agreement. The Company will not lock out employees.

## **ARTICLE 22 MANAGEMENT PREROGATIVES**

**22.1** The following functions are solely within the province of management and the Company reserves the following rights:

- 22.1.1.** The determination of the services to be rendered.
- 22.1.2.** The location of the business, including the establishment of new units, and the relocation or closing of old units.
- 22.1.3.** The determination of the layout and the equipment to be used in the business. The process, technique, material to be used and acceptable quantity of work.
- 22.1.4.** The determination of the financial policy including general accounting procedures, and customer relations.
- 22.1.5.** The determination of the management organization of the unit, the selection of employees for promotion to supervisors, and other managerial positions.
- 22.1.6.** The determination of the size of the work force, the allocation and assignment of work to workers, determination of the policies affecting the hiring of employees, establishment of quality standards and judgment of workmanship required. However, should there be a dispute as to the performance of workmanship of an individual employee; this may be subject to the grievance procedure.
- 22.1.7.** Control and use of the Company's property.
- 22.1.8.** The right to exercise its discretion on the increase or decrease of the work force, including layoff and the discharge of employees, subject to the employee's rights under this Agreement.
- 22.1.9.** Any rights, powers, or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged, delegated, granted or modified by this Agreement, and any supplemental Agreements that may hereinafter be made.

**22.2** Management's rights and prerogatives shall not be exercised arbitrarily or unfairly to any unit employee and shall not be exercised to violate any provision of this contract. No rule, procedure, or practice of the Company shall be contrary to any provision of this Agreement.

## **ARTICLE 23 JURY DUTY**

**23.1** When an employee is called for service as a juror, he/she will be paid the difference between the pay he/she receives for such service and the amount of regular hourly earnings lost by him/her by reason of such service to a limit of eight (8) hours per day.



**23.2** When an employee is selected to serve as a member of a jury trying a case, he/she shall report to work at any time while the case is not in trial.

**23.3** When an employee is serving as a member of a jury panel, but is not selected to try a case, and is excused for both a definite or indefinite period, he/she shall report for work. He/she shall advise his/her immediate supervisor as to when he/she is required to report back to court as a member of the jury panel.

**23.4** In order to receive the payment referred to above, an employee must furnish to the Company a certification from the office of the judge or the clerk of courts, which certifies the actual amount of pay that the employee received while serving as a juror on any case or cases.

## **ARTICLE 24 COMPLIANCE WITH THE LAW**

**24.1** In the event that any of the Articles or Sections of this Agreement shall be in conflict with, or inconsistent with any applicable state or federal laws or any regulation or decisions thereunder, such Articles or Sections shall be determined to be null and void to the extent of such conflict or inconsistency. Such invalidity or ineffectiveness shall not in any manner affect the validity or the effectiveness of any other Articles or Sections of this Agreement.

**24.2** Whenever any applicable state or federal laws or any regulations or decisions thereunder shall affect only the administration of any Articles or Sections of this Agreement, then such administration shall thereafter be in conformity with such applicable state or federal laws or any regulations or decisions thereunder.

## **ARTICLE 25 DISCHARGE**

**25.1** No employee shall be disciplined or discharged except for just cause. However, any employee disputing the validity of said discipline or discharge may do so under the grievance procedure as outlined in this Agreement. A settlement shall be made under Article 20 of this Agreement. The time limit prescribed may be altered by mutual agreement of the parties.

**25.2** Any and all written records shall be retained up to five (5) years.

## **ARTICLE 26 COMPLETE AGREEMENT**

This Agreement expresses a full and complete understanding of the parties on the subject of wages, working conditions, hours of labor, and the conditions of employment including the method of wage payment. This mutual understanding has been reached after many hours of collective bargaining and represents concessions that have been made by both parties in order to reach an understanding. Any subjective matter not mentioned herein is hereby specifically waived, and it is agreed that neither the Union, nor the Company will present any demands for claims not included herein during the life of this Agreement, unless it is subsequently agreed by both parties that the changes in or amendments to this Agreement are desirable.

## **ARTICLE 27 SAFETY AND CLOTHING**

**27.1** Each employee shall be expected to work diligently and earnestly during the working period of each day, on such activities as are outlined and assigned to him by the Company. Normally employees will not be required to work out-of-doors during unreasonable weather unless the work is necessary to restore service, maintain service, or protect property.

**27.2** The Company will provide the employees with the necessary tools and safety equipment to do their work.

**27.3** Each employee will be expected to follow all safety rules made by the Company, and refusal to comply with safety directions will be cause for disciplinary action as provided by this Agreement.

**27.4** The Company will provide work boots and shall provide for their replacement as may be necessary whenever the boots have become worn, at the supervisor's direction, or on doctor's order every two (2) years. Employees will be permitted to wear soft sided footwear when assigned work that does not require the use of protective footwear.

**27.5** The Company will provide all full-time employees a clothing allowance of two hundred dollars (\$200) per year to purchase approved apparel from a vendor selected by the Company that contains the Company logo. Company logo clothing will be provided to part-time employees as needed.

**27.6** New logo wear options will have the input of all employees.

**27.7** Office staff will be allowed to wear open-toed shoes and sandals without nylons or hose. Flip-flops and/or thongs are not acceptable footwear.

**27.8** The business office staff will have the option of casual Fridays or jeans on Friday for a charity fundraiser.

## **ARTICLE 28 DUES, CHECK-OFF AND WITHHOLDING**

**28.1** During the term of this Agreement, the Company will honor a voluntary signed written authorization form from each employee who is or becomes a member of the Union, authorizing the Company to deduct each calendar month from the employee's earnings such membership dues and initiation fees uniformly established and levied in accordance with the constitution and by-laws of the Union, and to send the same, together with a record of those from whom deductions have been made to the designated financial office of the Union not later than the 15<sup>th</sup> day of the following calendar month in which such deductions were made.

**28.1.1** It is understood that the Employer assumes no further responsibility in connection with the authorized deduction of dues and/or PAF/COPE contributions except to act as a remitting agent in forwarding the lists and deductions to the Secretary-Treasurer of the Union. The Union, its membership, and individual members of the bargaining unit agree to hold the Employer safe and harmless of a legal action concerning the deduction of Union dues and/or PAF/COPE contributions.

**28.2** The standard voluntary check-off authorization and assignment forms supplied by the Communications Workers of America shall be used.

**28.3** During the term of this Agreement, the Company will honor a written authorization form from each employee who chooses to do so, to deduct each calendar month from the employee's earnings an amount to be designated by the employee for remission to the NTCA Savings Plan in which unit employees participate.

The Company will also honor a written authorization form to deduct each calendar month from the employee's earnings an amount designated by the employee for remission to the NTCA Savings Plan Loan Program.

**28.4** 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 will then be paid to the Union for the purpose of funding the CWA COPE Program.

## **ARTICLE 29 COVERAGE**

**29.1** It is the policy of the Company to retain work for the Union within the definition as described in this Agreement, but the Company shall not be prohibited or restricted in the operation of its business from contracting with organizations, utilities, businesses, or individuals for the purpose of line repair, line construction, renting of equipment, or contracting for service of any kind. The subcontract may include personnel, equipment, and material. The Company will not intentionally undertake any activity which would result in the layoff of a bargaining unit employee. If at any such time the Company should declare a surplus in the bargaining unit, it will follow all steps as defined in Article 10.

**29.2** In the case of emergency, catastrophe, or other extraordinary condition, the Company may utilize the services of its supervisory personnel, non-bargaining personnel, or other departmental employees to engage in work normally performed by the Union, including assistance from other cooperatives or utilities.

## **ARTICLE 30 TELEPHONE CONCESSION**

**30.1** The Company will provide one hundred percent (100%) concession for employees living in the Mitchell Telecom service area for local telephone, television (digital cable), including the first PVR set-top box and at least Elite Broadband internet service.

Employees residing outside of the Mitchell Telecom service area can be reimbursed up to seventy-five dollars (\$75.00) per month for any charges resulting in broadband and phone services at their residence. Employees residing outside the Mitchell Telecom service area will be required to document these expenses.

## **ARTICLE 31 DURATION**

**31.1** This Agreement shall be effective as of September 1, 2018 and shall remain in full force and effect until August 31, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the termination date that it desires to extend or re-negotiate a new Agreement. In the event that such notice is given, negotiations shall commence at the earliest opportunity.

## SCHEDULE A

Wage increases Applied to the top of the scale consisting of the following...

3.0% effective August 20, 2018

2.5% effective August 1, 2019

2.0% effective August 1, 2020

In addition, the wage specific to Network Technician title shall be increased by \$1.25/hour effective August 20, 2018 prior to the wage increase listed above and an additional \$0.75/hour effective August 1, 2019 prior to the wage increase above.

### Wage Schedule August 20, 2018 - July 31, 2019

	PERCENT BASE PAY	Customer Service Representative	Cashier Reception	Dispatch & Operations Representative	Lead Installation & Repair Technician	Level 2 Installer Repairman	Network Technician
Start	76%	\$16.68	\$12.99	\$18.57	\$23.77	\$21.23	\$20.51
Step 1	80%	\$17.56	\$13.67	\$19.54	\$25.02	\$22.35	\$21.59
Step 2	84%	\$18.44	\$14.36	\$20.52	\$26.27	\$23.47	\$22.67
Step 3	88%	\$19.32	\$15.04	\$21.50	\$27.52	\$24.59	\$23.75
Step 4	92%	\$20.19	\$15.72	\$22.48	\$28.77	\$25.70	\$24.83
Step 5	96%	\$21.07	\$16.41	\$23.45	\$30.02	\$26.82	\$25.91
Step 6	100%	\$21.95	\$17.09	\$24.43	\$31.27	\$27.94	\$26.99
	Yearly	\$45,654.54	\$35,547.20	\$50,817.73	\$65,043.26	\$58,115.20	\$56,130.88

### Wage Schedule August 1, 2019 - July 31, 2020

	PERCENT BASE PAY	Customer Service Representative	Cashier Reception	Dispatch & Operations Representative	Lead Installation & Repair Technician	Level 2 Installer Repairman	Network Technician
Start	76%	\$17.10	\$13.32	\$19.03	\$24.36	\$21.77	\$21.61
Step 1	80%	\$18.00	\$14.02	\$20.03	\$25.64	\$22.91	\$22.74
Step 2	84%	\$18.90	\$14.72	\$21.03	\$26.92	\$24.06	\$23.88
Step 3	88%	\$19.80	\$15.42	\$22.04	\$28.20	\$25.20	\$25.02
Step 4	92%	\$20.70	\$16.12	\$23.04	\$29.49	\$26.35	\$26.16
Step 5	96%	\$21.60	\$16.82	\$24.04	\$30.77	\$27.49	\$27.29
Step 6	100%	\$22.50	\$17.52	\$25.04	\$32.05	\$28.64	\$28.43
	Yearly	\$46,795.91	\$36,441.60	\$52,088.17	\$66,664.00	\$59,571.20	\$59,133.15

### Wage Schedule August 1, 2020 - July 31, 2021

	PERCENT BASE PAY	Customer Service Representative	Cashier Reception	Dispatch & Operations Representative	Lead Installation & Repair Technician	Level 2 Installer Repairman	Network Technician
Start	76%	\$17.44	\$13.58	\$19.41	\$24.84	\$22.20	\$22.04
Step 1	80%	\$18.36	\$14.30	\$20.43	\$26.15	\$23.37	\$23.20
Step 2	84%	\$19.28	\$15.01	\$21.45	\$27.46	\$24.54	\$24.36
Step 3	88%	\$20.20	\$15.73	\$22.48	\$28.77	\$25.70	\$25.52
Step 4	92%	\$21.11	\$16.44	\$23.50	\$30.07	\$26.87	\$26.68
Step 5	96%	\$22.03	\$17.16	\$24.52	\$31.38	\$28.04	\$27.84
Step 6	100%	\$22.95	\$17.87	\$25.54	\$32.69	\$29.21	\$29.00
	Yearly	\$47,736.00	\$37,169.60	\$53,123.20	\$67,995.20	\$60,756.80	\$60,315.82