

AGREEMENT

Between



EGYPTIAN TELEPHONE COOPERATIVE ASSOCIATION

OF

Steeleville, Illinois

And



LOCAL UNION 702

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,

AFL-CIO

Effective August 1, 2019 to July 31, 2022

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 SCOPE OF AGREEMENT AND UNION SECURITY	1
ARTICLE 2 SENIORITY	2
ARTICLE 3 HOURS OF WORK	5
ARTICLE 4 NEGOTIATIONS AND ARBITRATION	6
ARTICLE 5 CLASSIFICATIONS OF EMPLOYEES AND RATES OF PAY	8
ARTICLE 6 GENERAL RULES AND WORKING CONDITIONS	9
ARTICLE 7 VACATIONS	12
ARTICLE 8 APPRENTICE SYSTEM FOR THE LINE DEPARTMENT	14
ARTICLE 9 SICK LEAVE	14
ARTICLE 10 NO-STRIKE-NO LOCKOUT	16
ARTICLE 11 JURY DUTY	16
ARTICLE 12 MANAGEMENT RIGHTS	17

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, by and between the EGYPTIAN TELEPHONE COOPERATIVE ASSOCIATION, party of the first part, who may be referred to hereinafter as the “Cooperative”, and LOCAL UNION 702 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, party of the second part, who may be referred to hereinafter as the “Local Union or Brotherhood”.

THIS AGREEMENT, shall be binding upon the Cooperative and the Union, its successors or assigns, and shall take effect August 1, 2019, and shall remain in full force and effect until and including July 31, 2022, and shall continue in full force and effect from year to year thereafter until it has been canceled or amended. This Agreement may be amended, modified or canceled by either party giving to the other party written notice not less than sixty (60) days prior to the anniversary date hereto. Changes mutually agreed to may be made at any time.

WITNESSETH:

ARTICLE 1

SCOPE OF AGREEMENT AND UNION SECURITY

Section 1.01 The Cooperative recognizes the Local Union 702 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent and representative of its employees within the classifications of work and/or employees covered by this Agreement.

Section 1.02 This Agreement shall have effect only on the property of the Cooperative and shall cover all work usually performed by the employees of the Cooperative listed in the employees classifications of Article V of this Agreement.

Section 1.03 It is agreed between the parties hereto that all present and new employees, also former employees returning to work, shall be and remain or are required to become and remain, respectively, members of the Local Union as a condition of employment hereunder. The Cooperative shall notify each new and/or reemployed employee of the identity of the Union's Shop Steward for instruction and advice concerning the Union shop requirements of this Agreement. All such employees shall arrange with the Local Union for membership therein on the thirty-first (31st) day of employment under this Agreement, or the effective date of this Agreement, whichever is later.

Section 1.04 It is understood and agreed that no member of the Local Union shall be discriminated against or denied employment because of his activities in matters affecting the Brotherhood unless such activities result in destruction or attempted destruction of the Cooperative's property.

Section 1.05 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable law.

ARTICLE 2

SENIORITY

Section 2.01 Seniority for each regular employee who has been employed as such for six (6) months within a period of twelve (12) consecutive months under this Agreement shall begin as of the first (1st) day of such employment unless his seniority has been broken as hereinafter in Section 2.04 provided. If his seniority has been broken and he is re-employed, then and in that event his seniority, after having been re-employed for a period of six (6) months within a period of twelve (12) consecutive months, shall begin on the first date of re-employment after his most recent loss of seniority hereunder.

The foregoing shall not alter or affect seniority rights such as vacations, sick leave, annuities, or other benefits and privileges to which such regular employee may be entitled to upon reemployment.

Section 2.02 When making a reduction in the number of employees dues to lack of work and when rehiring, the following procedure shall govern.

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

Section 2.03 All regular employees will be required to serve a ninety (90) consecutive day probationary period which period may be extended for a reasonable period of time with approval of the Union. Probationary employees shall have their probationary period extended for a period equal to any absences in excess of a week. During the probationary period, the employee may be terminated, at the sole discretion of the Cooperative, without right to grieve or appeal his termination.

Section 2.04 Seniority shall be deemed to have been broken for the following reasons:

- (a) If the employee resigns.
- (b) If the employee is discharged and not reinstated.
- (c) If the employee is absent from work for two (2) days without authorized leave except when satisfactory reasons for his absence are given.
- (d) If an employee who has been laid off fails to return to work within three (3) days after being properly notified to report for work and does not give a satisfactory reason for failing to report.
- (e) Failure to perform any work for one (1) year.

Section 2.05 Promotions shall be based on seniority, ability and qualifications; ability and qualifications being relatively equal, seniority shall prevail.

- (a) Should an employee decline a promotion, it shall have no effect on his future promotions.
- (b) An employee promoted to a new position will be given a reasonable opportunity to demonstrate his qualifications and ability. If he does not qualify in a reasonable time, he shall be returned to the position he formerly held.
- (c) When vacancies occur or when new positions are created within the bargaining unit, the Cooperative will post a notice on bulletin boards for a period of five (5) days (Sundays and holidays excluded) announcing the position open. Employees desiring to be considered shall make written application to the Manager. When necessary, temporary assignments will be made for the period the position is considered open.

Section 2.06 An employee who has established seniority, if he can be separated from duty, may be granted a leave of absence upon approval from the Cooperative and while on such leave, he shall not forfeit any such seniority he may heretofore have established provided he does not overstay his leave or accept employment elsewhere while on such leave without the approval of the Cooperative.

Section 2.07 For a period of two (2) years, an employee who is injured while in the employment of the Cooperative shall continue to accumulate seniority and upon recovery shall be reinstated to his former position with full seniority providing he makes application to return to work within thirty (30) days after he is pronounced recovered by the Cooperative's physician, if he is physically qualified to return to work.

Section 2.08 The Cooperative and the Union may, by mutual agreement, suspend or alter the provisions of this Article in case of mutual desire to provide employment for an employee who has been partially disabled when in the employ of the Cooperative on or off duty or while on authorized leave serving in the United States Military Service.

Section 2.09 The Cooperative shall not subcontract any work normally performed by the bargaining unit employees if such subcontracting or assignment causes the reduction of full-time employees to part-time, or such subcontracting or assignment causes the layoff or continues the layoff of bargaining unit employees or prevents a call-out of a bargaining unit employee.

ARTICLE 3

HOURS OF WORK

Section 3.01 A regular employee is one who is regularly scheduled to work forty (40) hours during a work week and who satisfactorily completes a probationary period.

Section 3.02 Five (5) consecutive days shall constitute a work week on all jobs. Eight (8) consecutive hours shall constitute a work day. Employees shall be entitled to thirty (30) minutes time out for lunch. Employees shall be ready to perform work when reporting for duty. The Cooperative may establish a starting time between 7:00 a.m. and 9:00 a.m. Once established, the starting time will not be changed by the Cooperative without at least one (1) weeks' notice or by mutual agreement by the Cooperative and the employee(s) prior to the close of the prior work day.

Section 3.03 All employees covered by this Agreement shall receive full-time employment, provided they are ready and in condition to perform their work. Employees laid off because a job is completed or shut down for reasons beyond the Cooperative's control shall be paid in full to and on the date of layoff.

ARTICLE 4

NEGOTIATIONS AND ARBITRATION

Section 4.01 Both parties agree that the operations of the Cooperative upon which the employees covered in this Agreement are to be engaged are essential to the welfare of the community served by it and recognize their obligations to furnish continuous telephone service. Accordingly, the Union and the Cooperative both agree not to perform any act which will result in the interruption of telephone service to the members of the Cooperative.

Section 4.02 The Cooperative agrees to meet and to treat with the duly accredited officers and committees of the Union in the following manner on differences that may arise between the Cooperative and the Union.

Section 4.03 The job steward shall endeavor to settle all minor differences with the Manger of the Cooperative. In case they are unable to agree, the representative of the Local Union of the Brotherhood, who may be accompanied by a committee of the Cooperative's employees, shall be called and he will deal with the Manager of the Cooperative.

Section 4.04 In case of a failure to agree in this manner, the Business Manager and/or Assistant Business Manager of the Local Union who may be accompanied by a committee of employees of the Cooperative shall endeavor to adjust all unsettled differences with the President of the Cooperative. In case of a failure to then reach an agreement, the matter shall be submitted to arbitration in the manner provided in Section 4.05.

Section 4.05 If the grievance is not settled by the above procedure, the grievance may be appealed to arbitration by either party serving notice on the other, in writing, of their intent to arbitrate the issue. If the Cooperative and the Union agree on a single arbitrator, the grievance shall be presented to the arbitrator for final determination. Should the Cooperative and the Union fail to agree on a single arbitrator, they shall request that Federal Mediation and Conciliation Service submit a panel of seven (7) arbitrators. Either party may reject one (1) panel in which case a new panel shall be requested. Each party shall alternatively strike one (1) name from the list, and the one (1) remaining name shall be the arbitrator. The expense of the arbitrator shall be shared equally by the parties. Either party may order the proceedings to be recorded or transcribed, but whichever party does so, shall bear the cost of such record or transcription unless the other party desires a copy, in which case the cost of the record is borne equally by the parties. Where the record is ordered and paid for by only one (1) party, a copy thereof will not be made available to the other party. Any such record shall become the official record of the proceedings.

In arriving at a decision, the arbitrator shall not have the power to delete from, add to, or in any way modify the provisions of this Agreement. The Arbitrator's decision will be final and binding upon both parties, providing the decision complies with the above and is confined to an interpretation of application of the express or specific terms and conditions of the Agreement.

Section 4.06 All grievances shall be reduced to writing and shall state the article and specific section of the Agreement alleged to have been violated, a brief statement of the grievance, and the date of the violation and the relief requested.

ARTICLE 5

CLASSIFICATIONS OF EMPLOYEES AND RATES OF PAY

Section 5.01

CLASSIFICATION	<u>Effective August 1, 2019</u>	<u>Effective August 1, 2020</u>	<u>Effective August 1, 2021</u>
Wire Chief Senior Central Office Transmission Technician	\$ 30.46	\$30.96	\$31.46
C.O. Maintenance Person	\$ 30.26	\$30.76	\$31.26
Communications Person Journeyman – 48 month plus	\$ 30.26	\$30.76	\$31.26
42-48 mo.	94% of Journeyman rate		
36-42 mo.	88% of Journeyman rate		
30-36 mo.	82% of Journeyman rate		
24-30 mo.	76% of Journeyman rate		
18-24 mo.	70% of Journeyman rate		
12-18 mo.	64% of Journeyman rate		
6-12 mo.	58% of Journeyman rate		
0-6 mo.	52% of Journeyman rate		

Section 5.02 The Cooperative may employ temporary help for a period not to exceed sixty (60) days at a rate not to exceed fifty-two percent (52%) of the Communications Person classification rate.

Section 5.03 The following rate of pay will be paid to new hire Central Office Workers and Journeyman Telecommunication Workers: \$15.00 per hour and \$12.00 per hour.

ARTICLE 6

GENERAL RULES AND WORKING CONDITIONS

Section 6.01 When conditions require that an employee shall work a distance from his headquarters and remain on said work overnight, Cooperative, at its option, shall either provide transportation, meals, or lodging, or reimburse to a reasonable amount for expenses actually incurred for transportation, meals, or lodging. When employees are required to continue work until 6:00 p.m., they shall be reimbursed for an evening meal not to exceed five dollars (\$5.00) when eaten away from home and a receipt of purchase is obtained. Meal is to be eaten on employee time unless he returns to work.

Section 6.02 Employees laid off because a job is completed or shut down for reasons beyond Cooperative's control shall be paid in full to and on the date of layoff.

Section 6.03 The following will be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve afternoon, Christmas Day, New Year's Eve afternoon and employee's own birthday or the days celebrated therefor--should Christmas Eve and New Year's Eve fall on Saturday or Sunday, the Friday afternoon preceding these days will be the days for celebration. Each employee hired prior to July 1, 1995, will be allowed three (3) additional personal holidays each calendar year. These holidays may be designated by the employee giving management of the Cooperative at least twenty-four (24) hours' notice that the holidays will be taken. A personal holiday shall not be used immediately prior to or subsequent to a vacation period, and it is further agreed that on personal holidays at least one (1) employee must remain on the job. In the event all employees were to ask for the same day as a personal holiday, the qualified employee with the least seniority may be required to select an alternate date. Employee shall not be required to work on the above holidays and shall receive eight (8) hours pay for each holiday or the day celebrated therefor. Employee's own birthday as set forth above shall be observed on the calendar date on which the birthday falls or on a date which the employee may choose, preferably in the same calendar week. Employees must work their scheduled hours on the day before the holiday and the day after the holiday to receive holiday pay.

Section 6.04 When an employee is called out after quitting time, he shall receive not less than two (2) hours' time at the rate of time and one-half except for transmission office technicians who are able to handle the problem without having to go on-site who will receive not less than one (1) hour of pay at the rate of time and one-half.

Section 6.05 All time worked in excess of regular hours shall be paid for at the rate of time and one-half except as hereinafter provided. Overtime shall be divided as equally and impartially as possible among the employees of each department. Employees' names and overtime hours paid shall be posted monthly on departmental bulletin boards.

Section 6.06 When an employee is called out between the hours of 4:30 P.M. and 8:00 A.M., he shall receive not less than two (2) hours' time at the rate of time and one-half, except that if he works longer than two (2) hours, he shall receive time and one-half for the entire time worked before 8:00 A.M. after which time the regular rate of pay will become effective.

Section 6.07 When employees are called for work on Sunday or holidays, they shall receive double time for the entire time worked and in no case shall they receive less than two (2) hours' time at the rate of double time.

Section 6.08 Employees will be paid on a biweekly basis, payment will be made within three (3) working days following the last day of the two (2) week period.

Section 6.09 Employees shall be paid by direct deposit.

Section 6.10 Nothing in the Agreement shall be so construed as requiring Cooperative to employ any person not required in the proper and efficient operation of its properties.

Section 6.11 Cooperative shall furnish employees with all the proper safety appliances for the protection of life and property in the performance of their duties, and employees shall at all times use every effort for the preservation of such safety appliances and shall use them at all times when necessary.

Section 6.12 Beginning July 1, 1988, the Cooperative will replace broken, worn out, and lost hand tools to the extent there isn't abuse or negligence by the employee. The Cooperative and employees to mutually agree on list of tools replaceable.

Section 6.13 No employee covered by this Agreement shall absent himself from duty without securing permission from a Supervisor before so doing and in case of illness shall use every effort to notify a Supervisor in ample time before working hours.

Section 6.14 Employees covered by this Agreement shall be entitled to the necessary time, not to exceed two (2) hours, for the purpose of voting in all State, County, City and National Elections, provided they are eligible to vote.

Section 6.15 Employees shall not be required to use their personal vehicle for Cooperative's business, but in case they do, will be reimbursed to a reasonable amount for the use of same.

Section 6.16 Employees will not be required to work outside in inclement weather unless an emergency exists.

Section 6.17 Each employee who wishes to participate in the 401(k) Plan must execute and submit to the Cooperative a valid wage deduction authorization authorizing the Cooperative to deduct an amount equivalent to 2% (the additional 1% to be effective after January 1, 1998) of that employee's gross salary from the employee's paycheck on each payday and to put the amount so deducted into the Cooperative's 401(k) Plan. At that time the Cooperative will make an identical contribution on behalf of the employee into the 401(k) Plan. The Cooperative shall contribute an additional 5.9% of that employee's gross salary from the employee's paycheck on each payday and to put the amount so deducted into the Cooperative's 401(k) Plan.

Section 6.18 The Cooperative has placed the NTCA Retirement and Security Plan, including Rule 85 as of January 1, 1982, in effect and it will continue in effect for the duration of this Agreement and the Cooperative will contribute at the rate of 3.5% of each employee's gross salary into the Plan.

Section 6.19 The Cooperative’s bargaining unit employees will be covered under FMCP Plan 16 for the term of the Agreement. The Cooperative will pay the applicable following rates per month for the term of the Agreement unless the insurance rates listed below decrease

Single	\$788.43
Employee + Spouse	\$1487.79
Employee + Children	\$1391.61
Family	\$2061.28

It is further agreed that effective January 1, 2020 and thereafter, the Cooperative and the employees will equally split any increases in the amounts set forth above.

ARTICLE 7

VACATIONS

Section 7.01 All employees hired prior to July 1, 1995, who are paid by the Cooperative (including time paid for workers’ compensation injuries) for at least 1,700 hours in the preceding anniversary year, shall be entitled to an annual vacation with full pay based on the schedule as follows based on the employment of anniversary date of the employee:

<u>Continuous Service</u>	<u>Working Days Vac.</u>	<u>Continuous Service</u>	<u>Working Days Vac.</u>	<u>Continuous Service</u>	<u>Working Days Vac.</u>
1-2 yrs.	5	8-9 yrs.	13	12-13 yrs.	17
2-6 yrs.	10	9-10 yrs.	14	13-14 yrs.	18
6-7 yrs.	11	10-11 yrs.	15	14-15 yrs.	19
7-8 yrs.	12	11-12 yrs.	16	15-22 yrs.	20
				22 yrs. & over	25

Prior to April first (1st) of each calendar year, the Cooperative will post a vacation schedule form for the employees to request their vacation days. In determining vacation schedules, the wishes of the employees will be respected as to the time of taking their vacation insofar as the needs of the service will permit. The date of any vacation period so scheduled may be changed if agreeable to the employee and the Cooperative. All vacation days must be taken in not less than five (5) consecutive day periods except that when the employee makes prior requests, fifty percent (50%) of his scheduled vacation may be taken in lesser duration as the Cooperative approves prior to the day or days taken. At least two (2) preferably three (3) covered employees will be on work schedule for all working days to insure Cooperative service is maintained.

Section 7.02 All employees hired after July 1, 1995, who have worked at least 1,700 hours in the preceding anniversary year, shall be entitled to an annual vacation with full pay based on the schedule as follows based on the employment of anniversary date of the employee:

<u>Continuous Service</u>	<u>Working Days Vac.</u>
1-2 yrs.	5
2-7 yrs.	10
7-20 yrs.	15
20 yrs. over	20

All employees hired after July 1, 2013 will be capped at fifteen (15) days of vacation for the term of their employment.

ARTICLE 8

APPRENTICE SYSTEM FOR THE LINE DEPARTMENT

Section 8.01 The Cooperative may employ not more than one (1) apprentice to each Journeyman in any classification where the services of apprentices are employed.

ARTICLE 9

SICK LEAVE

Section 9.01 The Cooperative will allow sick leave to regular employees of the Cooperative without payroll deductions in a total amount not to exceed eight (8) weeks in any one (1) year. Sick leave shall be prorated as follows:

1	year of continuous service	5 days
1-3	years of continuous service	10 days
4 or more	years of continuous service	12 days

Sick leave may be used for an illness, scheduled doctor or dental appointment. Illness shall mean any form of physical disability which renders the employee unable to properly perform assigned duties, provided the disability is not covered by Workmen's Compensation. After the employee has received sick pay or been off for illness for sixty-five (65) continuous workdays, the Long Term Disability provided by the Co-op will commence. The employee will not be eligible to receive sick leave payments or continue accruing other benefits while on Long Term Disability. Once the employee has been declared fit to return to work and has returned to work, Co-op benefits will begin to accrue again and any unused sick days will be available for use by the employee.

When an employee has received sickness disability for three (3) consecutive days or more, a qualified physician's certification describing the illness may be required before returning to work.

Section 9.02 The Cooperative will permit leave of absence without payroll deduction in the event of serious illness of an employee's family that requires hospitalization of his wife, son or daughter, and his father or mother when the parent resides with the employee. The maximum leave of absence under these circumstances will be two (2) days.

Section 9.03 Leave of absence without payroll deduction will be allowed by the Cooperative when a death occurs in the employee's immediate family; namely: wife, son, daughter, father, or mother, mother-in-law, father-in-law, brother or sister. The maximum leave of absence under these conditions will be three (3) days. In the event that the death requires a longer time of absence on the part of the employee, payroll deductions will be made for the period exceeding three (3) days.

Section 9.04 Sick leave with pay may be reduced or entirely eliminated if upon an impartial investigation it is found that the employee in question is abusing this privilege.

Section 9.05 Sick leave as set out in Section 9.01 is understood to include time off for an employee who is injured off or on the job, provided, however, that the injury was not caused by conditions as stated under Section 9.01.

Section 9.06 It specifically agreed that employees employed on the date of ratification will not lose the sick leave, if any, that they had accrued prior to that date.

ARTICLE 10

NO STRIKE - NO LOCKOUT

Section 10.01 The Cooperative shall not lockout and the Union shall not cause or engage in or permit its members to cause or engage in, nor will any member of the Union take part in any sympathy strike, sit-down, stay-in, slow-down, picketing or strike whatsoever in or upon any premises of the Cooperative wherever located, or curtail, restrict, or otherwise interfere with the business or the Cooperative, nor advise such action to its members or other persons. In the event of any of the above actions, the Cooperative shall notify the officers of the Union and the officers shall take whatever lawful steps are necessary to prevent or terminate the strike, slowdown, work stoppage or other interruption of work. Any employee participating in any such action contrary to this article shall be subject to discipline, up to and including discharge. Any such discipline will be subject to the grievance and arbitration procedure.

ARTICLE 11

JURY DUTY

Section 11.01 Any employee who is called to and reports for jury duty shall be paid by the Cooperative for each day partially or wholly spent in performing jury duty, if the employee otherwise is scheduled to work for the Cooperative and does not work, up to a maximum of five (5) days in a calendar year. The employee shall be paid an amount equal to the difference between: (a) the employee's regular straight time hourly rate for the number of hours up to eight (8) that he/she otherwise would have been scheduled to work; and (b) daily jury duty fee paid by the Court (not including travel allowance or reimbursement expenses.)

ARTICLE 12

MANAGEMENT RIGHTS

Section 12.01 Except as expressly modified by a specific provision of this Agreement or past practice, the Cooperative reserves and retains solely and exclusively, all of its inherent rights to manage the business as such rights existed prior to the execution of any agreement with the Union.

Section 12.02 The Union agrees and acknowledges that the Cooperative has exclusive right, using its sole discretion, to manage its operations, direct the work of its employees, determine the means of the Cooperative's operations or services to be performed by employees, the direction and control of all operations or services performed at the Cooperative, the scheduling of work hours, the decision of what work or service shall be performed at the Cooperative, the right to determine and change the size and makeup of the work force, to determine and establish job duties, standards and requirements and to make changes in such standards and requirements, the right to subcontract, subject to the provisions of Section 2.09, the right to hire, promote, demote and transfer, to suspend, discipline, discharge for just cause and to relieve employees because of lack of work or for other legitimate reasons, the right to control, change and regulate or discontinue equipment, and the right to make and enforce reasonable rules and regulations. The listing of specific management rights in this section is not intended to be nor shall it be considered to be a restriction of nor a waiver of any of the rights of the Cooperative not listed and not specifically surrendered in the provisions of this Agreement.

**EGYPTIAN TELEPHONE
COOPERATIVE ASSOCIATION**

By: 

DATE: 7/31/19

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

By: 

DATE: 7-31-19

4837-5942-7741, v. 1

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

August 29, 2019

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement