

HAMILTON COUNTY TELEPHONE CO-OP

and

LOCAL UNION 702 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS

Effective: October 1, 2017 to September 30, 2022

## **AGREEMENT**

This Agreement, made and entered into this 30th day of September 2017 by and between the Hamilton County Telephone Cooperative, Party of the First Part, who may be referred to hereinafter as the "Co-op," and Local Union 702 of the International Brotherhood of Electrical Workers, Party of the Second Part, who may be referred to hereinafter as the "Union." This agreement shall be binding upon the Co-op and the Union, their successors and assigns.

### **WITNESSETH:**

#### **ARTICLE 1 - SCOPE OF AGREEMENT AND UNION SECURITY**

Section 1.01 The Co-op recognizes 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 Co-op and shall cover all work thereon coming under the jurisdiction of the Union as usually performed by the employees of the Co-op listed in the employees' classifications of Article 6 of this Agreement.

Section 1.03 It is agreed between the parties thereto that all present and new employees, also former employees returning to work, shall be and remain or be required to become and remain, respectively, members of the Union as a condition of employment hereunder. The Co-op shall notify the Business Manager of the Union of the date of employment and classification of each new and/or re-employed employee and shall refer them to the representative of the Union for instruction and advice

concerning the union shop requirements of this Agreement. All such employees shall serve a ninety (90) day probationary period. All such employees shall arrange with the Union for membership therein on the thirty-first (31<sup>st</sup>) day of employment under this Agreement or the effective date of this Agreement, whichever is later. It is understood that all such employees in their ninety (90) day probationary period do not waive their rights to the terms and conditions in Article 3. Termination for cause will be the only exception.

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

Section 1.05 In the event that any of the provisions of this Agreement shall conflict with any state or federal law or presidential regulation, such provisions shall be deemed to be modified sufficient in respect to either or both parties to the extent necessary to comply with such laws or regulations and the remaining portion of this Agreement shall remain in full force and effect.

Section 1.06 Temporary Employees: Employees hired for 120 working days or less and designated by the Co-op as Temporary Employees shall not be covered by or entitled to the benefits of the provisions of Articles 2, 3, 4, 6, 7, 8 or 9 of this Agreement and shall not be paid more per hour than a regular employee with less than seven (7) months service.

Section 1.07 The Co-op agrees to deduct from the wages of employees covered by this Agreement who individually and voluntarily execute a payroll deduction

authorization for membership dues or service fees in the amount equal to Union dues and initiation fees. The Union shall, at its expense, supply the authorization forms and dues or service fee deduction guidelines. The Co-op will forward monthly to the Union the aggregate of the deductions accompanied by a statement indicating the names of the employees and the amount of deduction for each. The deduction will come out of the last pay period each month for the next month's dues or service fee.

## **ARTICLE 2 - SENIORITY**

Section 2.01 Seniority for each regular paid employee who has been employed as such for six (6) months within a period of twelve (12) consecutive months in the classifications covered by this Agreement shall begin as of the first (1<sup>st</sup>) day of such employment unless his seniority has been broken as herein provided in Section 2.03 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 (1<sup>st</sup>) date of reemployment 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 for service with the Co-op prior to being employed or re-employed hereunder.

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

- A. Employees who have not established seniority with the Co-op shall be laid off first.

- B. Thereafter, employees shall be laid off in the inverse order of their established seniority; provided, however, that no Apprentice with less than two (2) years employment as such shall have preference in layoffs over Journeyman in the same classification who have established seniority under this Agreement.
- C. The foregoing provisions of (A) and (B) need not apply when the application thereof would result in the Co-op being required to layoff employees possessed of skills essential to properly perform the work available at the time of the layoff not possessed by employees having established greater seniority; provided that an employee with greater seniority shall have shown that he cannot properly perform the work after a reasonable opportunity based on the position to attempt to perform such work.
- 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 reemployed, if available, and physically able to return to work providing they have the qualifications required.

Section 2.03 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 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 five (5) days after being properly notified to report to work and does not give a satisfactory reason for failing to report.
- E. In the event that an employee with two (2) or more years of service is laid off in excess of twelve (12) consecutive months, then the seniority of such employees shall terminate.

Section 2.04 Promotions to job vacancies shall be based on seniority, ability and qualifications; ability and qualifications being sufficient, seniority shall prevail.

- A. Should an employee decline to bid on a vacancy, it shall have no effect on his future ability to bid.
- B. An employee promoted to a new position will be given a reasonable opportunity based on the position to demonstrate his qualifications and ability. If he does not qualify in that time period, he shall be returned to the position he formerly held.
- C. If no bargaining unit employees bid on the vacancy, the Co-op may fill the vacancy at its own discretion.
- D. When vacancies occur or when new positions are created within the classifications listed in Article 6 of this Agreement, the Co-op will post a notice on bulletin boards for a period of three (3) days (Sundays and holidays excluded) announcing the position open. Employees desiring to be considered shall make written application to the Manager. Employees on vacation will be notified of a posting by the Co-op. When necessary,

temporary assignments will be made for the period the position is considered open.

- E. In no event will an employee in the Central Office classification have the right to bid for any opening as a Communications Man. The Co-op will, however, discuss and consider any request for such transfer.

Section 2.05 An employee who has established seniority, if he can be separated from duty, may be granted a leave of absence upon approval from the Co-op 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 Co-op.

- A. Notwithstanding any of the other terms hereof, an employee who has been laid off shall be deemed to have lost all accumulated seniority and all right to be re-employed unless he registers with the Co-op either in person or by registered mail, at least once a year during the month of December.
- B. Any written notice to be given under this Agreement shall be deemed properly given when deposited in the United States Post Office under registered mail addressed to the last known address.

Section 2.06 An employee who is injured while in the employ of the Co-op 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 five (5) days after he is pronounced recovered by the Co-op's physician, if he is physically qualified to return to work.

Section 2.07 The Co-op 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 particularly disabled while in the employ of the Co-op on or off duty or while on authorized leave serving in the United States Military Service.

### **ARTICLE 3 - GRIEVANCE PROCEDURE**

Section 3.01 A grievance is defined as any dispute which reasonably concerns the application, interpretation or violation of any express or specific provision of this Agreement.

The Union agrees to present and appeal any grievance within the time limits set out in the respective steps of the grievance procedure, unless a mutual extension of time limits is agreed to.

The Co-op agrees that it will meet with an employee and Union representative and subsequently respond within the time limits set out in the respected steps of the grievance procedure.

Grievances which affect all or a large group of employees, or which have general application, may be presented directly for handling at Step 2.

Any grievance arising over the application or interpretation of the provisions of this Agreement shall be settled as soon as possible in the following manner:

Step 1. An employee having a grievance shall present it to his/her immediate supervisor within two (2) working days of knowledge of the occurrence of the incident.

Step 2. If satisfactory settlement is not reached, the grievant may reduce the grievance to writing and present it to the General Manager within four (4) working days of the occurrence of the incident.

Step 3. The grievance may be processed further by notifying the General Manager within seven (7) working days of the decision of the General Manager of the Union's desire to discuss the matter further with the General Manager. The Business



Representative of the Union, the General Manager, the Union Steward and the Grievant then shall meet and attempt to resolve the dispute.

Step 4. Either party shall have the right to submit the grievance to arbitration. Notification in writing of a desire to submit a grievance to arbitration must be given within thirty (30) working days after completing Step 3.

Section 3.02 Nothing contained herein shall be construed to circumvent the right of an employee to take a grievance up with the Co-op and have the same settled; provided settlement is not inconsistent with any of the provisions of this Agreement, and further provided the Union has been given the opportunity to have a representative present at the time of the settlement.

#### **ARTICLE 4 - ARBITRATION PROCEDURE**

Section 4.01 If the grievance or matter in dispute is not settled under the grievance procedure as set forth above, the aggrieved party may refer the matter to arbitration by serving notice on the other party of the desire to arbitrate the dispute within thirty (30) days from the date the matter was handled in the final step of the grievance procedure.

Section 4.02 If the Co-op and the Union agree on a single arbitrator, the grievance shall be presented to the arbitrator for final determination. Should the Co-op and the Union fail to agree on a single arbitrator, they shall immediately 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. 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 ordered and 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.

Section 4.03 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 the Agreement. The arbitrator's decision will be final and binding upon both parties, providing the decision complies with the provisions of the first paragraph of Section 7.01.

Section 4.04 If either party, after due notice thereof, should fail to appear or present its case or defense in an arbitration hearing, the arbitrator is authorized to hear and decide the case on the basis of the evidence present.

Section 4.05 The fees and expense of the arbitrator shall be borne equally by the parties.

## **ARTICLE 5 - NO STRIKE OR LOCKOUTS**

Section 5.01 During the term of this Agreement, the Union agrees on behalf of its members that they shall not engage in, participate in or encourage any stoppage of work or strike of any kind whatsoever, including, but not limited to, sympathy strikes, which interfere with the business or operations of the Co-op. Nothing in this Section will limit the Union from taking any action against any Co-op customers or suppliers if the Union has an independent dispute with that customer or supplier.

Section 5.02 Any employee engaging in, participating in, or encouraging a violation of Section 5.01 may be disciplined or discharged by the Co-op in its discretion, subject to the grievance procedure on the sole issue of whether or not the employee or employees so disciplined or discharged in fact engaged in a violation of this Article.

Section 5.03 The Co-op agrees that during the term of this Agreement it will not cause or call any lockout of its employees.

**ARTICLE 6 - CLASSIFICATIONS OF EMPLOYEES  
AND RATES OF PAY FOR COMMUNICATION WORKERS**

Section 6.01 The starting rate of pay for new hire employees will be \$13.74 per hour.

Section 6.02 All new employees who are not at “top rate” on the date of ratification will be eligible for a merit increase as of their anniversary date of up to a maximum of three percent (3%) per year. The increase will be based on the Co-op’s assessment of the employee’s job knowledge, outside training activities, cross-training, overtime response and work product, and will be reviewable under the provisions of Articles 3 and 4 of the Agreement.

Top rate of pay for 2017-2018 is 26.68, the Co-op will adjust this rate each year on the anniversary date of this contract by 2% starting in 2018, then 2% every year, also on the anniversary date with the last increase paid in 2021.

2017	26.68
2018	27.21
2019	27.75
2020	28.31
2021	28.88

All wage adjustments will be implemented by payroll period according to the following system: A scheduled increase falling within the first seven (7) days of a two

(2)-week pay period will be effective from the first (1<sup>st</sup>) day of that two (2)-week period while an increase falling within the second seven (7) days of a two (2)-week pay period will be effective from the first (1<sup>st</sup>) day of the next following two (2)-week pay period. Such adjustments establishing the effective date of an increase to meet the first (1<sup>st</sup>) day of a two (2)-week pay period will not change the date from which the time interval for the next increase will be computed.

## **ARTICLE 7 - GENERAL RULES AND WORKING CONDITIONS**

Section 7.01 Five (5) consecutive eight (8) hour days, Monday through Friday or Tuesday through Saturday or four (4) consecutive ten (10) hour days, Monday through Thursday, Tuesday through Friday or Wednesday through Saturday shall constitute a workweek on all jobs. The Co-op will have the option of switching from a 4 or 5 day schedule after providing the employees at least fourteen (14) days notice of such change. If the Co-op switches to a four (4) ten (10) hour day schedule, everyone in the unit will switch. Eight (8) or ten (10) hours shall constitute a workday. Employees shall report between 7:00 a.m. and 10:00 a.m. as assigned. Work schedules established by the Co-op will be bid by seniority. Employees shall be entitled to thirty (30) minutes for lunch and shall carry their lunch and any coffee or tea desired by them to be eaten at the job site.

Section 7.01.1 The Co-op shall reserve the right to schedule working shifts and hours on all employees contrary to Section 7.01.

Section 7.01.2 When an employee is required to attend a seminar or school that is one (1) day or more in length, the Co-op shall try to allow for travel during regular

work day hours or the rescheduled work week. Pay for travel outside of these hours will be in accordance with applicable federal law.

Section 7.02 When conditions require that an employee shall work at any distance from his permanent headquarters and remain on said work overnight, the Co-op will arrange for lodging in clean, reputable hotels and motels and will pay the cost of such lodging plus the following per diem amounts: Breakfast, \$6.00; Lunch, \$7.50; Dinner, \$14.00. Employee will provide receipt to validate the reimbursement. When attending a seminar or function in which a meal is included there shall be no allowance for that meal. An employee attending classes out of town with the direction and consent of the Co-op shall be lodged in a double room accommodation with the same expense reimbursement herein described. When employees are required to work until 6:00 p.m. or later, they shall be eligible for a meal allowance. Should the work thereafter continue, the employee shall be eligible for a meal allowance at intervals of five (5) hours thereafter while the employee continues on overtime assignment. An employee who reports for overtime work, whether call out or prearranged, on a nonscheduled day will also be eligible for a meal allowance after having worked five (5) or more continuous hours on the overtime assignment where no intermission for lunch has been provided. An employee who is eligible for a meal allowance under the terms of this Section who is permitted to leave the job for a meal shall be entitled to the meal allowance and the time taken away from the job will not be counted as time worked. If the employee cannot be permitted to leave the job, the employee may request a meal, which the Co-op will provide at the job site and which will be eaten on Co-op time. The meal allowance will be \$2.50 unless the employee purchases a meal and provides the Co-op a receipt

therefore, in which case the meal allowance will be the amount of the receipt or \$5.00 whichever is the lesser.

Section 7.03 All employees covered by this Agreement shall receive full time employment, provided they are ready and in condition to perform their work.

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

Section 7.03.1 Nothing in this Agreement shall be construed to limit the right of the Co-op to employ contract labor to do work normally and usually performed by employees covered by this Agreement for the proper construction, installation and maintenance of facilities owned, served and/or operated by the Co-op for the rendition of proper communication to the public. The Co-op will not enter into any contractual agreement for the construction, installation or maintenance of facilities that would result in the layoff or part timing of employees performing work that is to be performed under the contractual arrangement.

Section 7.04 The following will be recognized as holidays: New Years Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day or the days celebrated therefore. Employees shall not be required to work on the above holidays, and shall receive eight (8) hours pay for each holiday or the day celebrated therefore. Each employee shall also be entitled to three (3) personal holidays each calendar year, which shall not be used in connection with any of the named holidays unless approved by Supervisor. Personal days will be pro-rated during the employee's first year of employment based on hire date. Employee calendar year shall begin on the first (1<sup>st</sup>) day of January following

beginning employment. Each employee shall notify the Manager well in advance of the days selected by the employee for such personal holidays. Based on Co-op staffing requirements and prior authorization, employees may utilize their personal days in conjunction with vacation.

Section 7.05 All time worked in excess of regular hours shall be paid for at the rate of time and one-half (1-1/2), except as hereinafter provided. Overtime shall be divided as equally and impartially as possible among the employees of each department.

Section 7.06 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 (1-1/2) except if he works longer than two (2) hours, he shall receive time and one-half (1-1/2) for the entire time worked before 8:00 a.m., after which time the regular rate of pay will become effective. The Cooperative may assign "On Call", for Sunday coverage. The employee working on Saturday will be "On Call" for that Sunday. When so assigned, the employee will carry a communication device, for a quick response. In addition to the contractual compensation, additional compensation at the rate of one (1) hour of pay for every non-scheduled day of "On Call". Employees may trade "On Call" assignments with Supervisory Approval.

Section 7.07 When employees are called for work on Sunday, they shall receive double time for the entire time worked, and in no case shall they receive less than two (2) hours at the rate of double time. When employees are called or scheduled to work on days celebrated as holidays and on which they would otherwise have worked, they shall receive one and one-half (1-1/2) times their regular pay for the entire time worked,

plus holiday pay, and in no case shall they receive less than two (2) hours at the rate of one and one-half times (1-1/2).

Section 7.08 Employees will be paid every other Friday and on each payday will be paid for time worked through the previous Saturday.

Section 7.09 When consistent, arrangements are to be made so that employees shall receive their pay on the job.

Section 7.10 Employees shall be paid by direct deposit or check that can be cashed at face value.

Section 7.11 Nothing in this Agreement shall be construed as requiring the Co-op to employ any person not required in the proper and efficient operation of its properties.

Section 7.12 Co-op 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 7.13 No employee covered by this Agreement shall absent himself from duty without securing permission from the Manager or immediate supervisor before so doing and in case of illness shall use every effort to notify the Manager or immediate supervisor in ample time before working hours.

Section 7.14 Employees covered by this Agreement shall be entitled to the necessary time, not to exceed two (2) hours, off with pay for the purpose of voting at all state, county, city and national elections, provided they are eligible to vote and do actually vote.



Section 7.15 Employees shall not be required to work outside in inclement weather unless an emergency exists.

Section 7.16 Employees shall not be required to use their personal cars for Co-op's business but in case they do, will be reimbursed to a reasonable amount for the use of it.

Section 7.17 The Co-op shall pay the cost of the basic pension plan for all employees. Employees may make elective contributions to the employee supplemental plan (the NTCA Savings Plan).

Section 7.17.1 For the term of this agreement, the Co-op's contribution to the NTCA Retirement & Security Program (defined benefit plan) on behalf of all Union employees shall be 3.5%.

Section 7.17.2 For the term of this agreement, the Co-op shall contribute at the rate of 4.5% on behalf of all Union employees for all compensable hours to the NTCA Savings Plan..

Section 7.18 Effective January 1, 2018 the Co op will move healthcare to the IBEW/NECA Family Medical Care Plan 16 and will pay 100% of the employee coverage premium and 75% of the total cost of the dependents' premium Also the Co-op will pay any increase up to, but capped at 5% a year. Employees will pick up any additional costs over 5% up to 10%. Co-op agrees to review any costs increases, in any given year that exceeds 10%, and both parties retain the right to negotiate a solution during this contract for the amount exceeding 10%

Section 7.19 The Co-op will carry the NTCA Long Term Disability Insurance and will pay 100% of the employee coverage premium.

Section 7.20 Appropriate Union employees will obtain a CDL license and adhere to Illinois Department of Transportation rules including physicals and drug testing. Employees who operate motor vehicles not required to carry a CDL will be subject to current Illinois Department of Transportation rules and will be subject to DOT physical and drug testing guidelines. The Co-op will pay for the initial license and examination and all examinations thereafter.

Section 7.21 On the job cross training shall be provided by the Cooperative for employees in each of the classifications. The instruction will be provided by a Journeyman in the classification being trained for. Cross training will be provided during slack periods and call outs when appropriate.

Section 7.22 Changes mutually agreed to may be made at any time.

Section 7.23 The Co-op reserves the right to dispatch employees from their home as opposed to reporting to the office at any time.

## **ARTICLE 8 - VACATIONS**

Section 8.01 All employees who have completed one (1) year's service with the Co-op will be entitled to one (1) week vacation with pay. All employees who have completed two (2) years but less than twelve (12) years service with the Co-op will be entitled to two (2) weeks vacation with pay. All employees who have completed twelve (12) years with the Co-op will be entitled to three (3) weeks vacation with pay. Tony Rost only will be eligible for four (4) weeks of vacation after twenty (20) years service but no future employees will be eligible for more than three (3) weeks of vacation during their employment with the Co-op. The vacation year shall be January 1 to December 31

inclusive. Employees who have completed six (6) months of service by December 1 shall be eligible for vacation, at the respective level, on January 1.

Prior to November 1 of each year, the employees shall submit to the Manager the dates they wish for vacation. Upon reviewing the dates and determining no conflict exists, the Manager shall post a vacation schedule prior to December 1. In determining vacation schedules, the wishes of the employees will be respected as to the time of taking vacations insofar as the needs of service will permit. In the event of conflicts in vacation period demands by employees, seniority will prevail. The date of any vacation period so scheduled may be changed if agreeable to the employee and Co-op. At least one (1) week of vacation must be taken in not less than a five (5) consecutive day period, provided the employee is entitled to more than one (1) week of vacation. Every attempt should be made by employee to give ample notification to their immediate supervisors prior to scheduling. All remaining vacation should be scheduled with the approval of the Co-op. One (1) week notice is requested for vacation time except in case of emergency and twenty-four (24) hours is requested for emergencies.

#### **ARTICLE 9 - SICK LEAVE**

Section 9.01 Each regular full time employee having at least six (6) months of seniority and who is regularly scheduled for forty (40) hours per week shall accumulate sick leave at the rate of one-half (1/2) day per month for each month worked. Unused sick leave shall be carried forward each year subject to a maximum accumulation of one hundred thirty (130) 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 one (1) week or more a qualified physician's certification describing the illness may be required before returning to work.

Section 9.02 Leave of absence will be allowed by the Co-op when a death occurs in the employee's immediate family. The maximum allowable time if needed and the immediate family member shall be in accordance with the following schedule.

Spouse	5 days	Brother or sister	2 days
Mother	3 days	Mother or Father in law	2 days
Father	3 days	Son or Daughter in law	2 days
Son	3 days	Grandparent	2 days
Daughter	3 days		

Allowable time shall commence equally before and after the day of the funeral. However, should the funeral occur on a weekend or holiday, those days shall be included as part of the above schedule.

In the event that the death requires a longer time of absence on the part of the employee, payroll deduction will be made for the period exceeding the above schedule, except in cases where vacation time is permitted to be used under Section 8.01.

Section 9.03 None of the foregoing conditions under which an employee may receive compensation without payroll deduction will be in effect unless the employee has, when possible, first notified the Superintendent or Foreman, or his immediate supervisor in advance.

Section 9.04 Sick leave with pay may be eliminated entirely, if upon impartial investigation, it is found that the employee in question is abusing this privilege. Falsification of the reason on using sick leave may result in discipline up to and including discharge.

Section 9.06 When an employee has not used any sick leave during any quarter, the employee shall be entitled to two (2) hours paid personal time the next quarter. When an employee retires from the Co-op, the employee shall receive payment for unused accumulated sick days at the rate of \$25.00 per day with a maximum payment of \$3,250.

### **ARTICLE 10 - MANAGEMENT RIGHTS**

It was agreed that except as expressly limited by a specific provision of this Agreement, the Co-op 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 and that consistent with its practice the Co-op could unilaterally discontinue or modify benefits or privileges not specifically spelled out in the contract.

It was further agreed that the Co-op has the exclusive right to manage its operations, the right to establish job duties, the right to subcontract (subject to the provisions of Section 7.03.1), the right to hire, promote, demote, discipline, suspend or

discharge for just cause, direct the work of its employees, determine the means of its operations or services being performed by employees, the direction and control of all operations or services performed at the Co-op, and the right to establish, modify, publish or enforce reasonable rules subject to the provisions of the grievance procedure.

It was also agreed that supervisors could assist or perform work when needed as long as no employees are adversely affected by such work.

**ARTICLE 11 - TERMINATION OF AGREEMENT**

Section 11.01 This Agreement shall become effective as of the 1<sup>st</sup> day of October, 2017 and shall remain in full force and effect through the 30<sup>th</sup> day of September, 2022 and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date or any subsequent anniversary thereof by either of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed and executed this and several copies this 20 day of December, 2017 effective as of October 1, 2017

**HAMILTON COUNTY TELEPHONE CO-OP**

  
\_\_\_\_\_  
**Kevin Pyle, Manager**

**LOCAL UNION 702, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS**

  
\_\_\_\_\_  
**Steve Hughart, Business Manager**

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**January 12, 2018**  
  
Lonnie Stephenson, President  
This approval does not make the  
International a party to this agreement.